



## **AGILITI CONSIGNMENT TERMS AND CONDITIONS**

1. **Incorporation of terms, and Control.** These terms and conditions including without limitation pricing of the applicable GPO agreement “Base Agreement” shall apply to the Consignment Equipment identified in the Consignment Program Agreement (“CPA”). In the event of a conflict between these terms and conditions and the Base Agreement, these terms and conditions shall control.
  
2. **Program Term and Termination.** The CPA shall commence on the Effective Date stated therein and shall be coterminous with the Base Agreement. In the event the Base Agreement is terminated earlier for any reason during its initial (or any renewal) term, the CPA shall automatically and simultaneously terminate. In the event the Base Agreement is extended or renewed, the CPA shall automatically and simultaneously extend for the same period of time. Provided however, in the event the Base Agreement terminates but Customer and Agiliti (or as applicable its parent or an affiliated entity) continue a rental equipment program (*for the same products that are the Consignment Equipment on the CPA*) through a new agreement then the CPA will continue upon the parties amending the CPA to update the reference to Base Agreement set forth in Section 1 above to reflect such new agreement.
  
3. **Consignment Storage Location(s), Security and Removal.** Agiliti agrees to place Consignment Equipment that is patient ready in a designated area(s) of Customer’s facility (“Consignment Storage Location”) to facilitate patient placement. Customer will return used Consignment Equipment to designated area(s) of Customer’s facility (“Used Consignment Storage Location”) to facilitate the cleaning process as more fully described below and to stop the rental billing, if applicable. The Consignment Storage Location and the Used Consignment Storage Location are collectively referred to herein as “Consignment Location(s)”. The Consignment Equipment product codes on **Attachment 1** to the CPA may be updated by Agiliti from time to time by amendment to the CPA. The parties recognize that the quantity of a particular product code placed into the Consignment Program is fluid and in the event there is a discrepancy as to the quantity shown on **Attachment 1** to the CPA versus Agiliti’s records, the Agiliti system documentation including the Delivery Documentation as to a particular quantity of a product code shall control. Issues for consideration when assessing the Consignment Locations shall be size, accessibility, safety and security of the Consignment Equipment and trained personnel to properly place the Consignment Equipment in and out of the Consignment Locations as the need arises. Customer represents and warrants that at its sole cost and expense the Consignment Locations shall be kept in a secure manner with controlled access where only those authorized may have access to the area. Agiliti may remove any or all Consignment Equipment at any time from the Consignment Locations.
  
4. **Remote Monitoring.**
  - 4.1 If RTLS is included as part of the CPA, Agiliti will use such technology to remotely monitor inventory levels of Consignment Equipment. When Consignment Equipment is removed from the designated Consignment Storage Location(s), it will be designated as “in use” and billing will

begin. Likewise, when the Consignment Equipment is returned to the designated Used Consignment Storage Location, rental billing on the Consignment Equipment will stop. In order to enable the remote monitoring, the following technology will be installed within the Customer facility:

4.1.1 **RTLS Gateways.** Gateways are devices plugged into standard electrical outlets in the designated Consignment Locations. The quantity and placement of the devices will be determined by the physical space. There is no wiring or other connectivity requirements required of the Customer facility other than 1.) use of Enterprise Wi-Fi, and 2.) access to specific domains/IPs must be granted by the firewall. Customer agrees to provide access to Enterprise Wi-Fi to enable remote monitoring via RTLS.

4.1.2 **RTLS Beacons.** All Consignment Equipment will be tagged with RTLS beacons to transmit its location to the installed gateways. The beacons remain on the Consignment Equipment and are installed and monitored by Agiliti team members.

4.2 **Patient Use Tracking.** All rental Consignment Equipment may be used at the discretion of the Customer. If the Customer wishes to associate a specific patient use to the Consignment Equipment for billing purposes, the Consignment Equipment RTLS beacon 1.) may be scanned upon removal from designated Consignment Location & identifying information may be entered in system by the Customer, or 2.) patient information may be shared by Customer in a HIPAA compliant alternate way (phone, email fax). This information will be noted on the monthly billing. If Customer does not associate the Consignment Equipment use to a specific patient, the billing will note "facility use" and will incur charges for time beginning with removal from patient-ready Consignment Storage Location and ending when item is returned to designated Used Consignment Storage Location.

## 5. Monthly Charge and Invoicing

5.1 Customer will be invoiced, and shall pay Agiliti, according to the usage of the Consignment Equipment and pursuant to the pricing, terms and conditions of the Base Agreement. Anytime the Consignment Equipment is outside of the Consignment Locations, Customer is charged for usage.

5.2 Customer agrees to access patient ready Consignment Equipment from the designated Consignment Storage Location and return used Consignment Equipment to the designated Used Consignment Storage Location. Customer agrees to provide Agiliti, its employees and its authorized representatives reasonable access to the Consignment Locations and Agiliti reserves the right to inventory and/or conduct a physical count of Consignment Equipment at any time.

5.3 If, as determined by Agiliti in its sole discretion, (i) inventory shortages are found or (ii) if RTLS gateways or beacons have been removed from their installed locations then Agiliti shall be entitled

to treat the Consignment Equipment giving rise to such event as having been withdrawn from the Consignment Storage Location improperly. In such event, Agiliti may invoice Customer for such Consignment Equipment and the usage timeframe shall be deemed to be from the original date the Consignment Equipment was placed in the Consignment Storage Location by Agiliti until the date of pick up by Agiliti.

- 5.4 All delivery and pick-up charges are as set forth in the Base Agreement. The date of delivery of the Consignment Equipment to the Consignment Storage Location shall be the date indicated on the Agiliti's equipment transfer or other required documentation including for example, when applicable, the Equipment Lease and Ancillary Services Agreement presented to Customer in hard copy format and/or through electronic presentation (collectively "Delivery Documentation"). The Delivery Documentation is incorporated by reference in its entirety and is included and made a part of the CPA.

## 6. Routine Cleaning and Release

- 6.1 The Consignment Equipment in this program is designed to be used by a single patient and returned to Agiliti, except where otherwise indicated on Attachment 1 to the CPA that Customer is agreeing to clean Consignment Equipment between patient use.
- 6.2 Where it is designated on Attachment 1 to the CPA that Customer will clean Consignment Equipment between use, Customer is electing to place Consignment Equipment with multiple patients and Customer **agrees to waive Agiliti cleaning and agrees Customer will perform routine cleaning in between patient use** subject to these additional terms in this Section 6.
- 6.3 If Customer has associated the Consignment Equipment to a patient use, billing will be associated to the first patient until it has been returned to the designated USED Consignment Storage Location. Customer recognizes that failing to return the Consignment Equipment to the Used Consignment Storage Location may cause potential inaccuracies and Customer will be responsible for all usage while outside of the Consignment Storage Locations.
- 6.4 As designated on Attachment 1 to the CPA as Customer cleaning between patient use, Customer agrees that notwithstanding any other provision in the Base Agreement or the CPA to the contrary, Customer agrees it shall be solely responsible to clean the Consignment Equipment in accordance with the manufacturer's suggested cleaning information in between each use with Customer's patient. Customer acknowledges and agrees it received a copy of such cleaning information. **Customer is informed and understands that Customer's waiver of the performance of routine inspections and maintenance by Agiliti on the Consignment Equipment may result in adverse results including possible physical harm to Customer or its patients or damage beyond normal wear and tear to the Consignment Equipment. Customer hereby releases and holds harmless Agiliti, its subsidiaries, officers, Customers, agents, and employees, from any and all damages, claims, loss and liabilities related to the**

**non-performance of routine inspections and maintenance, and for Customer's obligation to clean the Consignment Equipment between patient use.**

**7. Title and Risk of Loss**

7.1 All Consignment Equipment represented in this Consignment Program is owned by Agiliti and shall remain the property of Agiliti. All Consignment Equipment must remain in Customer's designated facility and cannot leave the facility at any time unless removed by Agiliti or its service agent.

7.2 All Consignment Equipment delivered will be the responsibility of the Customer and it shall bear all risks of loss or damage to the Equipment as set forth in the Base Agreement and herein. Any Consignment Equipment, including accessories determined by Agiliti to be lost, damaged or destroyed while in the possession of the Customer through use of the Consignment Locations as set forth herein shall be invoiced to Customer. Rental charges will accrue until Agiliti receives or Customer purchases the Consignment Equipment. The actual cost of repairs will be paid by Customer at Agiliti's then current labor rates and part charges. Customer will be billed for the replacement cost of all accessories not returned within seven days of Consignment Equipment pick up and will be billed the fair market value, as determined by Agiliti, for all Consignment Equipment that is lost or cannot be repaired. Customer will arrange for Agiliti to pick up Consignment Equipment and accessories upon the termination of the CPA.

**8. Compliance.** Agiliti and Customer acknowledge and agree that Agiliti will pay no remuneration to Customer or anyone affiliated with Customer for the use of the Consignment Locations; and that nothing herein requires Customer to use the Consignment Equipment.