



TERMS AND CONDITIONS OF SALE

1. Offer and Acceptance: As used herein, "Analogic" shall mean Analogic Corporation and its subsidiaries, as applicable. Analogic offers to sell and deliver products (the "Products") in accordance with the terms and conditions set forth herein. Buyer's acceptance of any offer to sell Products, or any actions indicating Buyer's acceptance of the Products or performance of the contract is expressly limited and subject to the terms herein (collectively with Analogic's offer and any terms in any purchase order not in conflict with these terms and conditions referred to herein as the "Agreement"). Analogic hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer's purchase order, unless Analogic expressly agrees to such terms in writing.
2. Prices and Releases: Analogic's price in effect at the time Analogic receives Buyer's purchase order shall continue to apply to that purchase order if the quantity ordered is released and shipped by Analogic within twelve (12) months of Buyer's purchase order. Otherwise, Analogic's price in effect on the actual release date, if higher, for the quantity actually shipped shall apply. If the price of fuels, metals, raw materials, equipment or other production costs increases significantly, Analogic shall have the right and Buyer shall have the obligation to renegotiate the price of all Products not yet shipped, and if an agreement is not reached, Analogic shall have the right to terminate this Agreement without liability.
3. Title and Delivery: Shipments shall be delivered Ex Works Analogic's shipping dock (Incoterms 2020), unless otherwise agreed to in writing between the parties. Buyer shall be responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required. Analogic may deliver Products in installments. Delivery dates are estimates. Analogic shall not be liable for any damage, losses or expenses incurred by Buyer if Analogic fails to meet the estimated delivery dates.
4. Payment Terms: If Analogic extends credit to Buyer, payment terms shall be net thirty (30) days after Analogic's invoice, issued upon shipment of the Products. Analogic may change or withdraw credit amounts or payment terms at any time for any reason. If the Products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. If Buyer fails to make any payment when due, Analogic may suspend or cancel performance under any agreements in which Analogic has extended credit to Buyer. Analogic's suspension of performance may result in rescheduling delays. If, in Analogic's judgment, Buyer's financial condition does not justify the payment terms specified herein, then Analogic may terminate this Agreement unless Buyer immediately pays for all Products that have been delivered and pays in advance for all Products to be delivered. Termination in accordance with this Section shall not affect Analogic's right to pursue any other available remedies.
5. Taxes: Prices are exclusive of applicable taxes or duties, including VAT. Buyer is solely responsible for paying all applicable taxes and duties. Analogic will add sales taxes to the sales price where required by applicable law, and Buyer will pay such taxes unless Buyer provides Analogic with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its payment to Analogic, Buyer shall promptly pay such amount to the appropriate tax authority and take all reasonable steps to minimize such withholding tax.
6. Contingencies: Analogic shall not be in breach of this Agreement and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond Analogic's reasonable control, including but not limited to, shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, pandemic, epidemic, government-imposed shut-down or quarantine, explosion, terrorist act or Act of God. In the event of a shortage of Products, Analogic may allocate, at its sole discretion, Product production and deliveries.
7. Warranties and Related Remedies:
 - a. Analogic warrants that for one (1) year from the date of shipment to Buyer, each Product will conform to its published specifications as in effect at the time of delivery or other mutually agreed upon written specifications signed by an authorized Analogic representative. For the avoidance of doubt, this warranty applies to spare parts for the Products, but does not apply to any repaired or replaced Products, which shall be subject to the warranty set forth in Section 7(b) below. This warranty is given subject to the requirements that (i) Analogic is promptly notified in writing upon discovery by Buyer of such non-conformity, with a detailed explanation of any alleged deficiencies, (ii) such Products are returned to Analogic at the expense of Buyer, and (iii) examination of such Products by Analogic discloses that the nonconformity actually exists and was not caused by accident, misuse, neglect, mistreatment, alteration, improper storage, improper cleaning and exposure to unapproved chemicals, improper installation, improper assembly, improper repair, improper testing by an entity other than Analogic, or any other cause not attributable to Analogic. Moreover, Analogic shall not be liable for any defects that result from Buyer's design, specifications or instructions for such Products. Analogic will have reasonable time to repair or replace such Product. No terms, conditions, understandings, or agreements purporting to modify the terms of these warranties shall have any legal effect unless made in writing and signed by an authorized employee of Analogic. If a part or Product is returned and is determined to be a No Fault Found ("NFF") unit, regardless of warranty status, Analogic reserves the right to invoice the Customer for any costs incurred by Analogic to be the equivalent of the standard repair price. Continued use or possession of the Products after expiration of the applicable warranty period shall be conclusive evidence that Analogic's warranties have been fulfilled to the full satisfaction of the Buyer. Analogic reserves the right to invoice the Customer for any costs incurred by Analogic at a minimum of \$250.00 USD if a part or Product is returned for evaluation and or troubleshooting.
 - b. If any Analogic Products fail to conform to the warranty set forth above, Analogic's sole liability and Buyer's sole remedy shall be, at Analogic's option, to repair or replace such Products, or credit Buyer's account for such Products. Analogic's liability under this warranty shall be limited to Products that are returned during the warranty period to the address designated by Analogic and that are determined by Analogic not to conform to such warranty. If Analogic elects to repair or replace such Products, Analogic shall have a reasonable time to repair such Products or provide replacements. Repaired or replaced Products shall be warranted for six (6) months or the remainder of the original warranty period, whichever is longer.
 - c. EXCEPT AS SET FORTH ABOVE, PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." THE WARRANTIES PROVIDED IN THIS SECTION 7 ARE BUYER'S SOLE AND EXCLUSIVE REMEDY, AND ANALOGIC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR STATUTORY, ORAL OR WRITTEN, REGARDING SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - d. Buyer agrees that prior to using or distributing any systems that include Analogic Products, Buyer will thoroughly test such systems and the functionality of such Analogic Products as used in such systems. In the event that Analogic, in its sole discretion, provides technical, applications or design advice, quality characterization, reliability data or other services, Buyer agrees that providing these services shall not expand or otherwise alter Analogic's warranties, as set forth above, and no additional obligations or liabilities shall arise from Analogic providing such services.
8. Intellectual Property Indemnification:
 - a. Subject to Sections 8(b), 8(c), 9(a), and 9(b), Analogic will pay any damages, liabilities or costs (excluding consequential and exemplary damages) finally awarded against Buyer, or agreed to by Analogic as settlement or compromise, and will defend Buyer against any claim, suit or proceeding brought against Buyer, insofar as such claim, suit or proceeding is based on an allegation that Products manufactured and supplied by Analogic to Buyer directly infringe any United States patent, or copyright; provided Analogic is (i) promptly informed and



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Any Analogic furnished a copy of such claim, suit, or proceeding, (ii) given all evidence in Buyer's possession, custody or control, (iii) given reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise. Buyer hereby agrees to make available to Analogic the benefit of any defense available to Buyer to any infringement allegation hereunder, including, but not limited to, any license or option to license or sub-license any intellectual property right that is the subject of such infringement allegation.

- b. In the event of an allegation for which Analogic is obligated to defend Buyer pursuant to Section 8(a), Analogic may, but shall not be obligated to: (i) obtain a license that allows Buyer to continue the use of the Products, (ii) replace or modify the Products so as to be non-infringing, but in a manner that does not materially affect the functionality of the Products, or (iii) refund to Buyer the purchase price and the transportation costs of such Products and prospectively cease to indemnify Buyer with regard to such Products without being in breach of this Agreement. If Analogic elects any of the options set forth in this Section 8(b), Analogic's indemnity obligation pursuant to Section 8(a) shall be entirely fulfilled as to that individual claim. If Analogic elects the option set forth in clause (iii) above, Buyer shall return to Analogic any and all Products remaining in Buyer's possession, custody or control.
 - c. Analogic shall have no liability for any costs, losses or damages resulting from Buyer's willful acts, or any settlement or compromise incurred or made by Buyer without Analogic's prior written consent. Analogic shall have no obligation to defend and no liability for any costs, losses or damages, to the extent that an infringement allegation is based upon: (i) Buyer's use of the Products in combination with any other product, software or equipment; (ii) Buyer's use of the Products in a manner or for an application other than for which they were designed or intended, regardless of whether Analogic was aware of or had been notified of such use; (iii) Buyer's modifications to the Products; (iv) Analogic's compliance with Buyer's particular design, instructions or specifications; or (vi) Analogic's compliance with any industry or proprietary standard or Buyer's use of the Products to enable implementation of any industry or proprietary standard (such claims - i.e. those set forth in (i) through (v) above - are individually and collectively referred to herein as "Other Claims").
 - d. Buyer shall indemnify and hold Analogic harmless against any damages, liabilities or costs finally awarded against Analogic or agreed to by Buyer as settlement or compromise, and will defend any claim, suit or proceeding brought against Analogic insofar as such claim, suit or proceeding is based on an allegation arising from Other Claims.
 - e. THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.
9. Limitations and Damages Disclaimer:
- a. General Limitations. IN NO EVENT SHALL ANALOGIC BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE GOODS PROVIDED HEREUNDER, REGARDLESS OF WHETHER ANALOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RETESTING, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST ANALOGIC MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.
 - b. Specific Limitations. IN NO EVENT SHALL ANALOGIC'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY USE OF ANY ANALOGIC PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO ANALOGIC FOR THE PARTICULAR UNITS SOLD UNDER THIS AGREEMENT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS SOLD TO BUYER UNDER THIS AGREEMENT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.
 - c. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.
10. Intellectual Property Rights: All intellectual property, including without limitation all materials, designs, drawings, specifications, software, technical information, and technology, made or conceived by Analogic is owned exclusively by Analogic, shall be treated as Confidential Information pursuant to Section 11, below, and may not be reproduced, redistributed, or resold without Analogic's prior written permission. Analogic retains ownership of any tooling used by Analogic in the production of any Product.
11. Confidentiality:
- a. "Confidential Information" means any and all: (a) information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, whether such disclosure is in writing, electronically, orally, or otherwise including, but not limited to, information which relates to research, concepts, product plans, products, services, customers, markets, algorithms, formulae, software, developments, inventions, technologies, processes, designs, drawings, engineering, hardware configuration information, business or contractual obligations of the Disclosing Party; and (b) documents, drawings, specifications, designs, and information created in the course of development work specifically for Buyer. Confidential Information shall not include any information that is: (a) publicly known or available without breach of an obligation of confidentiality; (b) already legitimately known by the Receiving Party at the time of disclosure by the Disclosing Party; (c) disclosed to the Disclosing Party by a third party without breach, and not subject to, an obligation of confidentiality; or (d) independently developed by the Receiving Party without reference to, or reliance upon, the Confidential Information.
 - b. The Receiving Party agrees to maintain the Confidential Information in confidence, to use the Confidential Information only for the purposes of this Agreement, and to protect the Confidential Information with at least the same degree of care that it protects its own confidential information of a similar nature, and in any case with no less than a reasonable standard of care. The Receiving Party agrees that the Confidential Information shall not be decompiled, disassembled, or otherwise reverse engineered in any way by the Receiving Party, nor shall the Receiving Party use any similar means to discover its underlying composition, structure, source code or trade secrets.
 - c. Unless expressly agreed upon in writing by Analogic, nothing in a purchase order shall be construed as granting, conveying or conferring any rights to Buyer, either express or implied, (a) in any Analogic intellectual property or rights, including, but not limited to, any intellectual property rights in or to the Products; (b) to use Analogic's trademarks, trade names, name or logo on any marketing literature, websites, presentations, press releases or any other media form or in connection with any product, service or promotion; or (c) to use Analogic as a reference account. This provision shall survive expiration, termination or cancellation of this Agreement.
 - d. Any knowledge or information that Buyer may disclose to Analogic shall not be deemed to be Confidential Information and shall be acquired by Analogic free from any restrictions as to use or disclosure thereof, unless Analogic shall have agreed to accept Confidential Information from Buyer pursuant to a duly executed nondisclosure agreement defining Analogic's obligations with respect to such information.
12. Cancellations and Rescheduling: No cancellation of any Buyer purchase order or



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rescheduling of any Product delivery by Buyer will be accepted without Analogic's prior, written approval. In addition to all other rights and remedies provided herein and at law, in the event that Buyer amends its delivery schedule or does not purchase at the volume indicated in the purchase order, for any reason including termination as provided below at Section 13, if Analogic holds excess or obsolete inventory in reliance on such delivery schedule, Buyer shall reimburse Analogic for any such excess items, provided that Analogic shall make reasonable commercial efforts to return unused affected parts and materials to vendors, and Buyer shall promptly reimburse Analogic for all reasonable restocking and cancellation fees and other costs incurred by Analogic in connection with such efforts.

13. **Termination:** In addition to the other provisions of this Agreement, Analogic may, by written notice given to Buyer, terminate this Agreement if: (a) Buyer (i) commits a material breach of this Agreement and fails within thirty (30) days from the date of such notice (unless excused from doing so under another provision of this Agreement) to cure such breach, (ii) becomes insolvent, (iii) files or has filed against it a valid petition under applicable bankruptcy or insolvency laws, (iv) proposes any dissolution, composition, or financial reorganization with its creditors, or (v) makes an assignment for the benefit of creditors; or (b) a receiver, trustee, custodian, or other similar agent is appointed and takes possession of all or substantially all of Buyer's assets.
14. **Non-waiver of Default:** In the event of any default by Buyer, Analogic may decline to make further shipments. If Analogic elects to continue to make shipments, Analogic's action shall not constitute a waiver of any such default or affect Analogic's legal remedies for any such default.
15. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflict-of-laws principles. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of this Agreement will continue in full force and effect. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Buyer agrees that non-exclusive jurisdiction for any dispute arising out of or relating to this Agreement lies within courts located in the Commonwealth of Massachusetts and consents to venue in Essex County, Massachusetts. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court, and Analogic may seek injunctive relief in any United States or foreign court.
16. **Export Control:**
 - a. Buyer agrees that unless prior authorization is obtained from the U.S. Department of Commerce, neither Buyer nor its subsidiaries shall export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR")), received from Analogic, or export, re-export, or release, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export or release of the technology, software, software source code, or direct product is prohibited by the EAR. Buyer furnishes the assurances provided herein to Analogic in compliance with Part 740 (Technology and Software Under Restriction) of the EAR.
 - b. Buyer further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code acquired from Analogic under this Agreement or any direct product of such technical data, software or software source code. Accordingly, Buyer shall not sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by US or applicable non-US laws. Further, Buyer shall give notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such product, technical data, software or software source code from Buyer with the intention of exportation. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this Agreement. If government approvals cannot be obtained, Analogic may terminate, cancel or otherwise be excused from performing any obligations it may have under this Agreement.
 - c. Any product export classification made by Analogic shall be for Analogic's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such product or whether an

export license or other documentation is required for the exportation of such product. This Section 16 shall survive termination of this Agreement.

17. **Audit:** Except as required by law, the Buyer shall not be permitted to audit, examine or have access to any of Analogic's books, documents, papers or records in connection with this Agreement or the Products.
18. **Compliance with Laws; Affirmative Action:** Analogic and Buyer shall comply at all times with all federal, state and local laws and regulations, including without limitation, the laws relating to Equal Employment and Civil Rights, the Civil Rights Act of 1964, Executive Order 11246 and all laws and regulations pertaining to Equal Employment Opportunity and Affirmative Action.
19. **Assignment:** This Agreement shall not be assignable by Buyer without Analogic's prior written consent. Any unauthorized assignment shall be null and void.
20. **Network Software License Agreement:** This Network Software License Agreement ("Agreement") is entered into by and between Analogic ("Licensor") and the purchasing party ("Licensee"). Licensor grants Licensee a non-exclusive, non-transferable license to use the network software provided by Licensor ("Software") in accordance with the terms and conditions set forth herein. Licensee agrees not to reverse engineer, modify, or distribute the Software without prior written consent from Licensor.

This Agreement is effective upon purchase of the Network Software License and shall remain in effect until terminated by either party. By purchasing the Network Software License, Licensee acknowledges and agrees to be bound by the terms of this Agreement. The Licensor warrants that, for a period of one year from the date of purchase, the network software will perform substantially in accordance with the accompanying documentation. If the network software fails to meet this warranty during the warranty period, the Licensor will, at its option, either repair or replace the defective software or refund the license fee paid by the Licensee. This constitutes Licensee's sole remedy for breaches of warranty under this Agreement.
21. **Entire Agreement; Miscellaneous:** This Agreement constitutes the entire agreement between the parties relating to the sale of the Products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No prior representations or statements relating to the sale of the Products made by any Analogic representative, which are not stated herein, shall be binding on Analogic. No addition to or modification of any provision of this Agreement shall be binding upon Analogic unless made in writing and signed by a duly authorized Analogic representative. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this Agreement. This Agreement shall prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any purchase order or other writing not expressly incorporated herein, including but not limited to data sheets, application notes and purchase order acknowledgements. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.