

Sentec Inc. US General Terms and Conditions

Article 1- Purchase Orders; Payment Terms; Return Policy, ETC

1.1 Purchase Orders. Customer can place orders via Email, customerservice.us@sentec.com. Orders are not accepted by phone unless being paid by credit card.

1.2 Payment Terms. Customer will pay all properly submitted and undisputed invoices within thirty (30) days from the date an invoice is received. Remittance or current statement requests can be made to receivables.us@sentec.com.

1.3 Return Policy. All returns must be preapproved and accompanied by a Return Material Authorization number (RMA#) prior to returning any goods. Return of goods requests are to be made within 30 days from the date of purchase. Any request to return product purchased after that date will not be accepted. Returns due to product defect or warranty related failures will be trouble shooted and evaluated by technical support staff prior to credits being issued. Any request to return product for invoice credit due to being purchased in error are subject to a 25% restocking fee. The product must be returned unused and unopened in the original packaging.

1.4 Delivery and Shipping Terms. Delivery of goods (“Goods”) covered within, will be delivered within a reasonable time after the receipt of Customer’s Purchase Order, shipped per customer preferred shipping method, UPS or FedEx, and billed on the Customer’s collect account number as indicated on the Purchase Order. If Customer does not indicate preferred shipping method Sentec will use the best shipping method and pre-pay shipping charges will be added to the customer’s invoice. Freight on Board (FOB) shipping point, freight, and insurance payable by Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment.

1.5 Tax Exemption Status. If the Customer is tax exempt or direct pay, they must provide Sentec with a copy of their exemption certificate.

Article 2- Intellectual Property Rights, Force Majeure and Confidential Information

2.1 Intellectual Property Rights. Upon purchasing the Goods, which include software necessary for their operation (“Software”), Sentec provides a non-exclusive, royalty-free, license for Customer to use the Software solely for the purposes of operating the Goods. From time to time, Sentec may, but shall not be obliged to, provide Customer with upgrades to the Software. Customer agrees to upload and use any upgrades only in accordance with Sentec’s instructions or pursuant to installation Services provided by Sentec. Customer’s failure to install any updates or upgrades promptly after they are provided by Sentec shall void all warranties and release Sentec from all obligations and liability to the extent arising as a result of such failure, and Sentec may cease all support for the Software.

2.2 Force Majeure. Neither party shall not be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the affected party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot,

or other civil unrest, national emergency, revolution, insurrection, epidemic, third party lockouts, third party strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of sixty (60) days, the non-affected shall be entitled to give notice in writing to the affected party to terminate this Agreement, and it being understood that the affected party shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

2.3 Confidential Information. All non-public, confidential, or proprietary information of Sentec, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Sentec to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form of media, and whether or not marked, designated, or otherwise identified as “confidential” in connection with this Agreement is confidential, and Customer will use the confidential /proprietary information solely in connection with its use of the Goods in Customer’s clinical setting as intended (and not for any other purpose) and will not disclose the same to third parties unless authorized in advance by Sentec in writing. Upon Sentec’s request, Customer shall promptly return all documents and other materials received from Sentec which contain Sentec’s confidential/proprietary information. Sentec shall be entitled to injunctive relief for any violation of this Section. This section does not apply to information that: (a) is in the public domain through no breach of this Agreement or other confidentiality obligations; (b) already known to Customer at the time of disclosure by Sentec without violation of any confidentiality obligations; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

Article 3- Limited Product Warranty – Transcutaneous Monitoring Products

3.1 Limited Product Warranty – . Sentec warrants to Customer that from the date of shipment of a Sentec Product until the dates reached as specified below (in each case “Warranty Period”), that such Sentec Product will materially conform to the specifications set forth in Sentec’s published specifications in effect as of the date of shipment and will be free from material defects in material and workmanship as follows:

- i. the V-Sign Sensor 2, model VS-A/P/N, excluding the cable, for the period of eighteen (18) months after purchase.
- ii. the Sentec Digital Monitor, model SDM, and electric or electronic accessories except cables for the earlier of twenty-four (24) months after purchase.
- iii. the perishable and disposable products, until the expiration date printed on the label.
- iv. Customer’s sole and exclusive remedy for any failure of a Sentec Product to satisfy this Limited Product Warranty is limited to replacement or repair of the Sentec Product. Sentec may, in its discretion, replace or repair the Sentec Product with refurbished parts or products.

3.2 Sentec makes no additional warranties of (a) merchantability; or (b) fitness for a particular purpose; or (c) against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

3.3 IN NO EVENT SHALL SENTEC BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR RESULTING PERSONAL INJURY OR LOSS OF PERSONAL PROPERTY DUE TO FAILURE OF, OR OTHERWISE ARISING OUT OF THE USE OF THE SENTEC PRODUCT, OR FOR ANY ECONOMIC LOSS, LOSS OF PROFITS, OVERHEAD, OR OTHER MONETARY DAMAGES.

3.4 This warranty does not cover damage caused by non-approved cleaning or disinfection, accident, misuse, abuse, neglect, alteration, or other defects not related to material or workmanship.

Article 4- Limited Product Warranty – Percussionaire Products

4.1 Limited Product Warranty. Percussionaire warrants to Customer that from the date of shipment of the Percussionaire Product until the dates reached as specified below (in each case “Warranty Period”), that such Percussionaire Products will materially conform to the specifications set forth in Percussionaire published specifications in effect as of the date of shipment and will be free from material defects in material and workmanship as follows:

1. VDR, Impulsator, IPV1C and IPV2C, for the period of twelve (12) months after purchase.
2. the perishable and disposable products, until the expiration date printed on the label.

Customer’s sole and exclusive remedy for any failure of a Percussionaire Product to satisfy this Limited Product Warranty is limited to replacement or repair of the Percussionaire Product. Percussionaire may, in its discretion, replace or repair the Percussionaire Product with refurbished parts or products.

4.2 Percussionaire makes no additional warranties of (a) merchantability; or (b) fitness for a particular purpose; or (c) against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

4.3 IN NO EVENT SHALL PERCUSSIONAIRE BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR RESULTING PERSONAL INJURY OR LOSS OF PERSONAL PROPERTY DUE TO FAILURE OF, OR OTHERWISE ARISING OUT OF THE USE OF THE PERCUSSIONAIRE PRODUCT, OR FOR ANY ECONOMIC LOSS, LOSS OF PROFITS, OVERHEAD, OR OTHER MONETARY DAMAGES.

4.4 This warranty does not cover damage caused by non-approved cleaning or disinfection, accident, misuse, abuse, neglect, alteration, or other defects not related to material or workmanship.

4.5 This warranty is contingent upon proper use of Percussionaire’s Product in the application for which such product was intended and does not cover products that were modified or improperly used. Percussionaire makes no representations with respect to the use of any Third-Party Product with its devices. Percussionaire’s Instructions for Use contain information concerning the use of Percussionaire’s products and Percussionaire’s replacement parts and do not contain information concerning any Third-Party Product or the use of Percussionaire’s products with any Third-Party Product. To the extent that Percussionaire may honor its warranty for Percussionaire’s products when those products are used with a Third-Party Product, IN NO EVENT SHALL PERCUSSIONAIRE BE LIABLE FOR ANY DIRECT, INDIRECT OR

CONSEQUENTIAL DAMAGES OR RESULTING PERSONAL INJURY OR LOSS OF PERSONAL PROPERTY DUE TO FAILURE OF, OR OTHERWISE ARISING OUT OF THE USE OF THE PERCUSSIONAIRE PRODUCT WITH THE THIRD-PARTY PRODUCT, OR FOR ANY ECONOMIC LOSS, LOSS OF PROFITS, OVERHEAD, OR OTHER MONETARY DAMAGES.

Article 5 – Governing Law and Notices

5.1 Applicable Law and Jurisdiction. For purposes of any action or litigation arising out of this Agreement, Customer irrevocably submits and consents to the jurisdiction and venue of the state and federal courts sitting in Rhode Island.