



LEKSELL GAMMA KNIFE® RELOAD EXHIBIT TO THE ELEKTA STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS. All definitions used but not defined in this Annex shall have the meaning ascribed to them elsewhere in this Agreement. The following defined terms used in this Annex shall have the meaning below:

"Installation Test Protocol" means Supplier's standard protocol for testing the LGK, as revised from time to time by Supplier.

"Estimated Date of Delivery" means the estimated date of delivery of the New Cobalt Supply to the Site, which is indicated on the Cover Page. Customer and Supplier agree that the Estimated Date of Delivery is a target date only, and the Supplier shall not be liable for deviations of the actual date of delivery that are beyond the Supplier's reasonable control of the New Cobalt supply from the Estimated Date of Delivery.

"LGK" means the certain equipment used for stereotactic radiosurgery known as Leksell Gamma Knife® that Customer has purchased from Supplier.

"New Cobalt Supply" means the new supply of Cobalt-60 sources to be installed in the LGK.

"Old Cobalt Supply" means the supply of Cobalt-60 sources in the LGK to be removed by Supplier as part of the Reloading Services.

"Permits" are defined in Section 3.1.

"Reloading Fee" means the price payable by Customer relating to the Reloading Services as set out Cover Page.

"Reloading Services" means the services to be provided by Supplier hereunder as described in Section 2.

"Replacement Parts" are defined in Section 2.3.

"Subcontractor Services" are defined in Section 5.

2. SCOPE OF RELOADING SERVICES

2.1 Supplier shall remove the Old Cobalt Supply from the LGK and dispose of the Old Cobalt Supply at a licensed facility in accordance with federal, state and local laws and regulations.

2.2 Supplier shall be responsible for the delivery of the New Cobalt Supply to the Site at the risk and cost of Supplier and by personnel of Supplier's choosing. Title to, and risk of loss of, the New Cobalt Supply shall pass to Customer at Acceptance as defined in this Agreement.

2.3 Supplier shall install the New Cobalt Supply in the LGK. Supplier shall also perform any required maintenance on, and if applicable, shall replace necessary parts for the LGK (the **"Replacement Parts"**).

2.4 A detailed description of the Reloading Services is included in Scope of Supply.

3. RELOADING

3.1 Customer shall obtain all licenses, permits, approvals, consents, and authorizations (collectively, **"Permits"**) which may be required by Customer by any local, state or federal governmental or other regulatory agency for the receipt and possession of the New Cobalt Supply in the LGK at the Site, and the continued use by Customer of the LGK. Supplier or its subcontractors shall obtain all Permits which may be required by Supplier or its subcontractor for the removal of the Old Cobalt Supply and its disposal per Section 2.1, from the LGK and the installation of the New Cobalt Supply in the LGK at the Site.

3.2 Each Party shall, no later than sixty (60) days before the Estimated Date of Delivery or as otherwise mutually agreed upon in writing

between the Parties, submit to the other Party a copy of the Permits described in Section 3.1.

3.3 Customer shall provide such access to the Site as may be required by Supplier and its subcontractors for the performance of the Reloading Services.

3.4 Customer shall be responsible for securing the site and such areas adjacent to or in the vicinity of the site as may be designated by Supplier or its subcontractors, at all such times as Supplier or its subcontractors may reasonably require in order to perform the Reloading Services.

3.5 Customer shall, at its own expense, prepare the Site as necessary for the performance of the Reloading Services. Customer shall also be responsible for the positioning and rigging of the LGK on its foundation.

3.6 In case of Customer's delay in obtaining the Permits described in Section 3.1, or if for any other reason Customer is unable to receive the New Cobalt Supply at the Site or otherwise perform its obligations under the Agreement (including Sections 3.3 and 3.4), either at the time the New Cobalt Supply arrives at the Site or thereafter, Supplier may, at Supplier's discretion, elect not to perform the Reloading Services and place the New Cobalt Supply in storage at Customer's expense, including reasonable storage and insurance costs, or defer shipment of the New Cobalt Supply until the time Customer is ready to receive the New Cobalt Supply and to perform its obligations as per this Agreement.

3.7 Upon completion of the installation of the New Cobalt Supply in the LGK, in the presence of Customer and under the supervision of the radiation safety officer of the Customer, Supplier shall perform the Installation Test Protocol. The Reloading Services shall be deemed to have been satisfactorily completed after the Installation Test Protocol has been completed and has demonstrated that the LGK complies with Specification and Supplier has completed the performance of the Reloading Services

3.8 Any defects revealed during performance of the Installation Test Protocol shall be rectified by Supplier at Supplier's cost, unless such defects are caused by Customer or the failure of the Site to meet the site planning criteria specified in the purchase agreement between Customer and Supplier pursuant to which Customer purchased the LGK. Immediately after the Installation Test Protocol has been completed, Supplier and Customer shall sign a certificate prepared by Supplier to the effect that the Installation Test Protocol has been successfully completed. After Supplier has commenced the Reloading Services, Customer shall not operate or otherwise use the LGK except for the purpose of conducting the Installation Test Protocol, until the Installation Test Protocol has been successfully completed and completion certificate signed.

4. WARRANTY; LIMITATION OF LIABILITY

4.1 Supplier warrants that the Replacement Parts and New Cobalt Supply are free from defects in materials and workmanship however excluding any:

- a) defects arising out of Replacement Parts provided, modified or designed by Customer;
- b) defects caused by Customer's improper use or maintenance;
- c) normal deterioration or normal wear and tear, including radioactive decay of the New Cobalt Supply; or
- d) defects resulting from repairs or service of the LGK supplied other than by Supplier or its authorized representative.

4.2 In the event that any of the Replacement Parts or the New Cobalt Supply fail to comply with this warranty obligation, Supplier shall repair or replace such defective Replacement Part or New Cobalt Supply. **THIS LIMITED WARRANTY STATES SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDY FOR**

HARDWARE-RELATED WARRANTY CLAIMS AND IS EXPRESSLY GIVEN IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.