

**ELEKTA STANDARD TERMS AND CONDITIONS OF SALE**

**1. RESERVATION OF TITLE.** Supplier shall retain title to the Hardware until the Price has been paid in full. Customer hereby grants to Supplier a first priority security interest in the Hardware to secure full performance of Customer's obligations hereunder and Customer hereby authorizes Supplier to execute and to file any documents necessary to perfect such security interest. As long as title to the Hardware is retained by Supplier, the Customer shall exercise reasonable care and diligence to keep the Hardware in good working order and shall obtain and maintain fire and extended coverage insurance for its fair insurable value, with an insurance company acceptable to Supplier, with loss payable to Supplier as its interests may appear. Upon Supplier's request, the Customer shall evidence that such insurance exists. The Customer shall be prohibited from transferring ownership of the Hardware by way of sales, security, pledge, or otherwise encumbering or disposing of the Hardware in any manner which impedes the Supplier's rights herein.

**2. DELIVERY AND RISK.** Except as otherwise provided herein, Supplier shall deliver the Hardware to Customer CIP Site (as defined in INCOTERMS®2020) and risk of loss to the Hardware shall pass to Customer when the Hardware is delivered to the first carrier by Supplier. Supplier may make partial shipments.

**3. ACCEPTANCE.** For Hardware with Installation included in the Price, Customer's Acceptance occurs upon the earliest of: (1) successful completion of the Acceptance Test; (2) Customer's or End-User's execution of Supplier's acceptance form; (3) use of the Hardware by Customer, End-User, or their agents, employees, or licensees; (4) six months after the arrival of the Hardware at the Site; or (5) thirty-first (31st) day after the arrival of the Hardware at the Site, if Installation has not been completed within thirty days of the arrival of the Hardware at the Site through no fault of Supplier. For Hardware without Installation included in the Price, Customer's Acceptance occurs upon the arrival of the Hardware at the Site. To the extent permitted by the applicable laws, Customer's remedies in respect of relevant complaints and claims which could have been made in the normal course of business, but have not been made within (a) three working days of arrival of a Product at the Site with regard to apparent defects or (b) three working days of the date of detection with regard to other defects, shall be excluded.

**4. HARDWARE WARRANTY.** Subject to the terms of the Agreement, Supplier warrants to Customer that all Hardware (other than Third-Party Products), including any Firmware and/or Operating System loaded on the Hardware, delivered by Supplier to Customer hereunder will be free from defects in material and workmanship and will perform in substantial compliance with the applicable technical Specifications. This warranty shall begin upon the delivery of the Hardware to Customer and continue for a period of one year from such date. Customer's sole and exclusive remedy for any failure of the Hardware to comply with this warranty shall be repair or, at Supplier's option, replacement of the Hardware in whole or in part. Supplier may use refurbished parts and components to replace or repair the Hardware, and replaced parts shall, at Supplier's option, become the property of Supplier. Repaired or replaced Hardware is warranted only for the unexpired portion of the original warranty period. Any warranty or liability is excluded where the warranty claim arises out of (i) Customer's or End-User's accident or negligence or intentional act or omission; (ii) use or storage of the Hardware in a manner inconsistent with the Specifications or otherwise not authorized by Supplier; (iii) normal wear and tear; (iv) lack of routine care or maintenance as indicated by Supplier; (v) failure to use or take any proper precautions under the circumstances; (vi) modification (not made by Supplier) of any Hardware; (vii) a Force Majeure Event; or (viii) failure to implement an update provided by Supplier. Supplier does not warrant that the Hardware will be compatible with or function according to Customer's operating environment or IT requirements, unless specifically specified herein. **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.**

Warranties for Software, if any, shall be as set forth in The Software and Cloud Exhibit to the Elekta Standard Terms and Conditions of Sale, as applicable.

**5. FIRMWARE AND OPERATING SYSTEMS.** The Hardware may contain internal system code that executes below the external user interface and which is integral to the operation of the Hardware (the "Firmware"), as well as operating system software (the "Operating Systems"). Supplier or its Affiliates, or their suppliers, owns all rights in the Firmware and Operating Systems. Except where such Firmware or Operating System is owned by a third party which licenses it directly to Customer, Supplier hereby grants Customer, as long as Customer owns the Hardware, a limited, personal, non-sublicensable, non-transferable, non-exclusive license to use the applicable Firmware and Operating System solely as part of and to the extent reasonably necessary for the normal operation and maintenance of the Hardware in accordance with the Agreement.

**6. SITE PREPARATION, RIGGING AND PERMITS.** Customer agrees to prepare the Site prior to the Contractual Delivery Date at its own expense in accordance with the Site Requirements. The Site preparation shall comply with all safety, electrical and building codes relevant to the Products. Customer shall be responsible for obtaining all permits and for meeting all requirements relating to applicable state and local codes, registrations, regulations, statutes, and ordinances affecting the Products, including their transportation, installation, possession, use, architectural design, radiation protection walls and barriers, patient viewing devices, compliance with facility personnel safety devices and related inspections, utility service design and location, and other details pertaining to the Site. Rigging costs, if applicable, shall be the responsibility of Customer.

**7. RESPONSIBILITY FOR REMOVAL OF PATIENT HEALTH INFORMATION.** It shall be Customer's responsibility to ensure that all confidential and personal information, including protected health information as defined by HIPAA or any other applicable privacy laws, is properly removed from any decommissioned Hardware prior to the removal of such Hardware from Customer's premises. Customer shall indemnify and hold harmless Supplier from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with this provision by Customer, and Customer shall compensate Supplier for all losses and expenses resulting therefrom.

**8. INCORPORATED TERMS:** The following terms shall apply in addition to this Annex, which terms shall prevail in case of any conflicts with this Annex, if Customer has purchased a Leksell Gamma Knife:

- a) Trademark License for Gamma Knife