



US - Terms and Conditions

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Sales Terms & Conditions

1. Agreement Term

Unless terminated earlier as provided for in this Agreement, the Agreement shall continue in effect during the Initial Term. The Initial Term and all Extension Periods shall be collectively defined as the "Agreement Term". scil animal care a division of Henry Schein Animal Health reserves the right to change or modify these terms at any time, which changes can be found at: <http://www.scilvet.us/downloads/terms-and-conditions/>. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of scil animal care a division of Henry Schein Animal Health.

2. Definitions

As used herein and as applicable to all Orders placed under this Agreement:

"Products" shall collectively refer to and include the following: **"Consumables"** which include disposable materials and other Products which may be used in conjunction with scil Instruments; **"Instruments"** means the equipment, system, or other instruments provided and/or manufactured by scil animal care and all operating systems or other software which may be embedded therein; **"Reagents"** means liquid materials, strips and plates in its application state which may be used in conjunction with scil Instruments; and **"Software"** means any and all proprietary computer programs, operating software or other software applications which are either embedded into an Instrument or provided as an Application licensed to Customer hereunder. **"Applications"** which include software programs and applications developed by scil which are licensed to Customer as a standalone Product; **"Services"** shall mean and include any installation, support or maintenance services provided to Customer **"Order"** shall mean any transactional document or purchase order under which Customer may order Products and/or Services which incorporates these Terms and Conditions. **"Customer"** shall mean the customer receiving the Products and Services as identified on the Order summary and/ or service contract. **"scil"** shall mean scil animal care a division of Henry Schein Animal Health for the purposes of Products and/or Services provided in the United States of America. **"Order Summary or Service Contract"** shall mean the proposal for Products and/or Services issued by scil to Customer, which sets forth pricing, Service selections and applicable Contract Periods for each Instrument which incorporates these Sales & Service Terms and Conditions.

3. Pricing

Automatic Enrollment/Renewal:

Service Contracts:

Service contracts are on a per-device basis and warranty coverage may vary by serialized component as stated on the order summary sales agreement. To receive support, the customer's account balance must be current (paid in full) on support contracts for the device(s). Support is provided on a 12-month basis. Service contracts for X-Ray products shall automatically renew each year when either the original warranty period or subsequent renewal period expires, unless the customer provides written notice to discontinue to scil 30 days prior to the end of the original warranty period or any subsequent renewal. Automatic renewals will terminate after five years from the date of equipment installation. If scil allows the buyer to pay in installments it is as an accommodation to the customer, and the customer agrees to pay scil the entire fee. The fee for any extension of the support period will be as indicated on an invoice provided by scil. scil may invoice the buyer before the current support period expires. To continue receiving support, the customer must pay the fee before the beginning of any extension. If for any period of time the customer allows support coverage to lapse in order to start or resume such coverage, scil may require inspection, certification and acceptance by scil, and if necessary, repair or recondition the instrument(s) as an Additional Service such that the instrument meets scil's standards for continued maintenance and support. Customer shall be charged support fee(s) for any period in which there was a lapse in coverage. Either party may terminate support on 30 days' written notice to the other. If scil terminates, other than due to breach by the customer, scil will refund the buyer a prorated portion of the fee. If the customer terminates, other than due to a breach by scil then the customer is not



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entitled to a refund. If at any time the customer has not paid all amounts due, other than amounts disputed in good faith, then without prejudice to any other rights scil may suspend support.

Adjustments/Modifications – Pricing maybe subject to change without notice as outlined in this agreement. Order summaries and/or service contracts are valid for 30 days from the date shown on the Order Summary and/or Service Contract.

Payment – Credit Card, direct payment through ACH debit and cashiers /bank check are all acceptable methods of payment. Our Terms are Net 30, Services rendered and/or receipt of invoice. All Products remain the property of the scil until paid for in full. Monies that remain outstanding by the due date will incur a late payment levied on past due invoice balances at the rate of 18% per annum or at the maximum allowed by law until such time as the balance is paid in full. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection agencies and/or through the Small Claims Court. In such circumstances, you shall be liable for any and all additional administrative and/or court costs. Returned checks will incur a \$25.00 charge to cover banking fees and administrative costs. In the instance of a second returned check, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on payment in advance or credit card for future transactions only. All transactions and agreements, including our warranty service entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full. Customer shall notify scil of any inconsistent and / or disputed amounts within thirty (30) days from date of invoice. Customer waives its right to dispute charges after this time frame.

Taxes – scil shall supply the Products and Services during the Term subject to the pricing set forth above. All prices, inclusive of monthly Minimum Purchase Commitments are calculated excluding shipping costs, transportation, sales tax, goods and service taxes, value added tax, or any similar taxes or other charges (if applicable). scil is required to comply with the sales and use tax laws where it operates. There exists an obligation to assess, collect, and remit sales and use taxes unless the product or customer is exempt by law or the product is being purchased for resale. scil is required to obtain a duly completed exemption certificate from any customer to document an exemption prior to exempting the transaction from tax. All sales and use taxes are remitted to the appropriate state and/or local taxing jurisdiction according to the laws of that jurisdiction.

Fees - All Service Fees, as set forth on the service contract, shall remain firm for the duration of the Contract Period. Additional fees may be invoiced for Additional Services as required. All pricing for any applicable extension of the Contract Term may be subject to change. (a) **Payment**. Unless otherwise set forth on the applicable service contract, Payment terms are due in advance of services rendered.

4. Remedies

Without limiting its remedies under existing law, scil may, in the event of a Material Breach by Customer, and in its sole discretion, pursue any or all of the following remedies: (a) suspend or cancel its performance hereunder, including any pending or future deliveries; (b) take possession of the Instruments by entering upon Customer's premises; (c) declare all unpaid balances, payments and expenses due or to become due hereunder immediately due and owing (d) terminate this Agreement without additional liability or obligation to Customer; (e) seek any other cumulative remedies at law or in equity or (f) exercise any all rights and remedies available to a secured creditor under the Uniform Commercial Code. The foregoing remedies are cumulative, and may be exercised by scil, in whole or in part, at scil's sole discretion. The substantially prevailing party shall be entitled to its attorneys' fees, costs, and expenses (including expert expenses) in connection with any claims, causes of action or litigation.

5. Shipment, Delivery, Returns, Risk of Loss and Availability

SHIPPING: Products are shipped FOB Shipping Point, Prepay and Add, unless otherwise specified in this Agreement.

DELIVERY: scil will arrange for delivery and installation of the Products and will use best efforts to meet delivery dates, but delivery is not guaranteed. If the shipment of the Products is postponed or delayed by the customer for any reason, Customer agrees to reimburse scil for any and all storage costs and other additional expenses resulting therefrom. All products must be stored, handled and used in compliance with labeling, package insert, user manuals or any other instructions or guidelines. scil reserves the right to make delivery of products ordered by Customer in installments, with each shipment being treated as a separate transaction hereunder.



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RETURNS: No Products can be returned unless scil provides, in its sole discretion, written authorization for the return.

RISK OF LOSS: Instruments – Risk of loss passes to Customer upon delivery and Customer is liable for all loss, damage to or destruction of the Products upon delivery. Any claims for shortages or damages suffered in transit are the responsibility of the Customer and shall be submitted by the Customer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery. scil disclaims any liability for such risk of loss, even where scil agrees to file any respective carrier claims on Customer's behalf. **Consumables/Reagents** - Risk of loss passes to Customer upon shipment/carrier pick up and Customer is liable for all loss, damage to or destruction of the Products upon delivery. Any claims for shortages or damages suffered in transit are the responsibility of the Customer and shall be submitted by Customer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery. scil disclaims any liability for such risk of loss, even where scil agrees to file any respective carrier claims on Customer's behalf.

AVAILABILITY: Unless otherwise stated, our products are only available for sale within the contiguous United States.

6. Acceptance

Customer shall promptly inspect all Products upon delivery or installation as applicable. Any rejections for material defects shall be made within five (5) days of delivery or installation and not thereafter. Customer will be deemed to have accepted all Products unless such written notice of rejection is received by scil.

7. Damage to Instrument(s)/Alteration.

During the Term and until passage of title to Customer (if applicable), Customer is responsible for and shall reimburse scil for all damage to Instrument(s) caused while the Instrument(s) are in the possession or control of Customer. Customer shall promptly advise scil in writing of any accident, material damage to or defect in the Instrument(s). Customer shall not modify, reconfigure, copy, change or alter the Instrument(s).

8. Software License

scil hereby grants a nonexclusive, nontransferable, limited license to use the Software only in conjunction with Customer's internal business use of the Products purchased under this agreement. Customer receives no title or ownership rights to the software. Customer may not (a) modify, adapt, decompile, disassemble, or reverse engineer the software; (b) create any derivative works based on the software; (c) make any copies of the software, except for one copy solely for backup or archival purpose; (d) allow any third party to use or have access to the software; or (e) sell, transfer, assign or sublicense the software except as provided herein. Customer may transfer or assign this license only as part of the sale of the Products and only to a transferee or assignee who agrees in writing to be bound by the terms and conditions of this section and provided the Customer has obtained written approval of scil authorizing the transfer.

9. Warranty

Products under scil standard warranty covers parts, labor, webinar training (software only), phone and on-site support (On-site support is at scil's discretion). See product specific order summaries or service contracts for inclusions and exclusions.

Products:

scil warrants and represents that Products delivered to carrier for shipment to Customer, or delivered directly to Customer, will at the time of such delivery: (a) conform to the specifications published in the applicable scil documentation for such Product in effect as of the date of shipment, if any, or those contained in or attached to scil's order summary and/or service contract; (b) not be adulterated or misbranded and (c) be of good quality and free from defects in materials and workmanship.

Instruments:

scil warrants that Instrument(s) are free from manufacturing defects in material and workmanship for a period of one (1) year (unless otherwise specified on the Order Summary and/or Service Contract) from the date of delivery or the date of completion of assembly and installation by scil (if applicable) when used in compliance with scil's guidelines and instructions, including, without limitation, the associated scil's User Manual ("Warranty Period"). This limited warranty covers normal usage and does not cover damage which occurs in shipment, or failures which result from



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alteration, accident, misuse, abuse, neglect or improper service or maintenance by Customer. Such damage shall be the sole responsibility of Customer. In the event that the assembly of the Product is substantially complete, and the customer utilizes the instrument to perform work the warranty period begins. The warranty period for any additional components shall commence at the day of their installation.

Services:

scil warrants that its Services will be performed in a workmanlike manner for a period of ninety (90) days after the performance of the Services. All Services shall be provided by an authorized scil representative at Customer's sole expense after the Initial Warranty Period. All Services not covered by warranty or an active Service Contract shall be at Customer's sole expense.

Warranty Exclusions:

Warranty coverage does not include any defect or performance deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from (a) negligent storage or handling of the Product by Customer, its employees, agents, or contractors, (b) failure of Customer to prepare or maintain the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of scil, (c) adverse power conditions or environmental conditions such as erratic power, voltage spikes, RF or magnetic interference, HVAC failure or other causes beyond the reasonable control of the scil, (d) absence of any Product, component, or accessory recommended by scil but omitted or removed at Customer's direction (e) any misuse, alteration or damage to the Product by persons other than scil, (f) combining scil's Product with any Product furnished by others, or with incompatible Products, where such combination causes failure of or degradation to performance of scil's Product (including Software and the substitution of any reagent not authorized by scil) (g) improper or extraordinary use of the Product, improper maintenance of the Product, failure to maintain the Product or failure to comply with any applicable instructions or user manuals provided by scil; or (h) if any servicing was performed or repair was attempted by personnel not authorized by scil to perform such servicing or repair.

Disclaimer:

The only other warranties made by scil with respect to Products are those specifically and expressly stated as warranties in the Product's package insert specifications and operations manuals. The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, express, implied, or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Customer assumes all risk for the suitability of the test results obtained by using any Product hereunder and the consequences which flow therefrom when any Product is used other than in accordance with the applicable scil package insert or operations manual for such Product(s) or item of Covered Equipment so as to effect its stability or reliability, and is used either: (a) alone; or (b) in combination with other articles, substances or reagents (or any combination thereof) not provided or recommended for use with such Product.

Customer Remedies:

If scil determines that any Product fails to meet any warranty during the applicable warranty period, scil shall correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming Product, or part or parts of the Product. The place of performance for work under warranty shall be the nearest Authorized Service Center or such other place as determined by scil in its sole discretion. For Products forming part of a fixed installation, it shall be the site of such installation. Warranty service will be performed during scil's normal business hours. While every effort will be made to render services promptly, this does not include any guarantees of specific response time or uptime, which may be available for purchase under a separate service plan. Subject to the availability of personnel, after-hours service is available upon request at an additional charge. Warranty services includes any travel, labor, and parts related to the repair of an Instrument excluding any consumable items which remain the responsibility of the Customer, and will only be covered under the warranty if the consumables were missing from the initial Product installation. Warranty will be null and void if any party other than a scil Authorized Service Engineer attempts repair of said Instrument(s) during the Warranty Period. Any Product or part furnished without charge to Customer during the Warranty Period to correct a warranty failure shall be warranted to the extent of the unexpired term of the warranty applicable to the repaired or replaced Product. scil reserves the right to use refurbished material for all repairs of Instruments covered by warranty as well as for repairs covered by any subsequent post-warranty service plans. Warranty of refurbished items is not limited compared to new items. The remedies set forth herein are conditioned upon Customer promptly notifying scil within the applicable warranty period of any defect or nonconformance and making the Product available for correction at a mutually agreed-upon time. The preceding paragraphs set forth Customer's exclusive remedies and scil's sole liability for claims based on



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the failure of the Products to meet any warranty, whether the claim is in contract, warranty, tort (including negligence and strict liability) or otherwise, and however instituted, and upon the expiration of the applicable warranty period, all such liability shall terminate.

10. Indemnification

Customer will indemnify, defend and hold scil harmless from all claims, costs (including reasonable attorneys' fees), damages and liabilities ("Claims") arising from Customer's use or misuse of the Products, including any Claims (whether for personal injury, death, property damage or otherwise) arising from Customers' fault, negligence, willful misconduct, omissions or breach of this Agreement. scil will indemnify, defend and hold harmless Customer from all Claims arising from (a) any alleged defects in the Products and (b) based on alleged infringement of third party intellectual property rights. However such indemnification shall not apply where the defect or infringement is caused in whole or in part by (a) any alteration of the Product by persons other than scil, (b) combining scil's Product with any Product furnished by others where such combination causes failure of or degradation to performance of scil's Product, (c) combining incompatible Products of scil, (d) improper or extraordinary use of the Product, improper maintenance of the Product, or failure to comply with any applicable instructions or recommendations of scil, scil does not warrant Products of others which are not included in scil's published Product catalog.

11. Limitation of Liability

To the fullest extent permitted by law, in no event shall either party be liable for any lost revenues, lost profits, special, indirect, incidental or consequential damages, economic loss, or property damage incurred by the other party. Either party's total liability under this Agreement shall not exceed the total price paid for all Products hereunder on an annual basis. The aforementioned limitation shall not apply to damages resulting from the gross negligence, bad faith or willful misconduct of a party or its personnel. scil does not support liability claims of third party service installation contractors, contracted by the customer. By using this service you thereby indemnify scil, its employees, agents and affiliates against any loss or damage.

12. Compliance

Neither party to this Agreement nor shall engage in any activity prohibited by any federal, state or local law or regulation which relate to the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered or revised.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio, excluding choice of law provisions. No actions arising out of the sale of the items sold hereunder or this agreement may be brought by either party more than (2) years after the cause of action accrues.

14. Force Majeure

Except as expressly stated in this Agreement, neither party shall be liable for any failure to perform hereunder (other than the payment of sums due and owing) due to labor strikes, lockouts, fires, floods, water damage, riots, government acts or orders, interruption of transportation, inability to obtain material upon reasonable prices or terms, or any other causes beyond its control.

15. Severability; Waiver

In the event that any one or more provisions contained herein (other than the provisions obligating Customer to pay scil for the Products and Services) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. A party's failure to enforce, or waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.



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16. Notices

Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received three days after being sent via registered mail with return receipt requested, by courier, by first-class mail, postage prepaid, or via email (with evidence of receipt required) at the addresses specified herein for the respective parties or at such other address as either party may from time to time designate to the other in writing.

17. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding any provision of this Agreement to the contrary, either party shall have the right to assign or otherwise transfer its interest under this Agreement, without consent of the other party, to any of its affiliated entities or to any entity to which a party may sell, transfer, convey, assign or lease substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement without the express written consent of the other party will be invalid.

18. Confidentiality

This Agreement, an Order and any material transmitted herewith may contain information confidential or proprietary to either party, its subsidiaries or affiliates ("Confidential Information") and such information is not to be used by the receiving party other than the purpose for which it was transmitted by the disclosing party. Each party shall (a) hold such information in strictest confidence and not disclose such information to third parties without prior, written consent of the disclosing party; and (b) not collect, access, retain use or share the Confidential Information other than for performance of the Products and/or Services under this Agreement.



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Service Terms & Conditions

1. Agreement

This terms and conditions shall govern all orders placed for Services by Customer for Services and during the Contract Period set forth thereon and shall supersede and replace all prior agreements between the parties ("Agreement"). scil animal care a division of Henry Schein Animal Health reserves the right to change or modify these terms at any time, which changes can be found at <http://www.scilvet.us/downloads/terms-and-conditions/>. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of scil. All Services contemplated hereunder are for post-warranty maintenance and support of scil Instruments only.

2. Definitions

As used herein and as applicable to all Orders placed under this Agreement:

"Contract Period" shall mean the time period of coverage for the applicable Services as set forth for each Instrument (s) on the Order summary and/or service contract. **"Customer"** shall mean the customer receiving the Services as identified on the Order Summary and/or Service Contract. **"Order Summary or Service Contract"** shall mean the proposal for Products and/or Services issued by scil to Customer, which sets forth pricing, Service selections and applicable Contract Periods for each Instrument which incorporates these Sales & Service Terms and Conditions **"scil"** shall mean scil animal care a division of Henry Schein Animal Health for the purposes of Products and/or Services provided in the United States of America. **"On-Site Services"** means remedial services, provided upon request by Customer, to inspect, evaluate and repair Instrument malfunctions whether completed at a scil authorized service center or at the Customers site. **"Remote Sessions"** means a program or an operating system feature that allows the user to connect to a computer in another location, see that computer's desktop and interact with it as if it were local. **"Order"** shall mean any transactional document or purchase order under which Customer may purchase a Service Package for a scil Instrument and which incorporates these Terms and Conditions. **"Preventative Maintenance Services"** shall mean the set number of scheduled standard maintenance inspections to be provided on an Instrument, as referenced on the applicable Order summary and/or service contract for Services. **"Products" shall collectively refer to and include the following:** **"Consumables"** which include disposable materials and other products which may be used in conjunction with scil Instruments; **"Instruments"** means the equipment, system, or other instruments provided and/or manufactured by scil and all operating systems or other software which may be embedded therein; **"Reagents"** means liquid materials, strips or plates in its application state which may be used in conjunction with scil Instruments, . **"Applications"** which include software programs and applications developed by scil which are licensed to Customer as a standalone Product; and **"Software"** means any and all scil proprietary computer programs, operating software, firmware or other software applications which are either embedded into an Instrument or provided as an application licensed to Customer hereunder. **"Services"** shall mean collectively any installation, mechanical support, On-Site, Remote Session or Preventative Maintenance Services provided to Customer under this Agreement. Services may be subject to change or customization, in scil's sole discretion. **"Software Update"** means a patch or minor improvement to a version of Software already installed on an Instrument. **"Software Upgrade"** means a replacement of an older version of Software which increases functionality of the software and/or user experience. **"User Maintenance"** shall mean and include all standard and routine operator maintenance required to be performed by Customer as set forth in the applicable scil Instruction Manual provided with or made available for each Instrument.

3. Maintenance Support

scil agrees to provide the Services for scil Instruments, including scheduled Maintenance Services inspections, remote sessions and On-Site Service requests, during normal workdays, Monday through Friday, excluding scil observed holidays, and during normal working hours of 8:00am to 5:00pm CT. Subject to the availability of personnel, after-hours service is available upon request at an additional charge. Customer acknowledges that the Instruments may not be available for use during scheduled maintenance, remote sessions and service visits and that scil shall not be liable for such Instrument downtime. Preventative Maintenance Services must be requested and scheduled directly by Customer. The place of performance for Services shall be either the Customer's facility or the nearest scil



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authorized service center or such other place as determined by scil in its sole discretion. While every effort will be made to render Services promptly, scil does not make any guaranty regarding specific response times to Service requests, or Instrument up time minimums Services are not offered or provided on Consumables, Reagents or other third party products.

4. Additional Services

As mutually agreed upon between the parties, or subject to Customer's written request, additional Services which are not otherwise included in a specific Service Package, may be provided by scil upon Customer request, and shall be subject to scil's then current and generally available time and materials rates and pricing for: labor, travel and waiting time, travel expenses, parts and materials, shipping and packaging, installation for additional Instruments, modifications and improvements, requested de-installation and re-installation of an Instrument, optional Instrument specific services, and other items as applicable. Additional Services may also be subject to additional terms and conditions which may be separately agreed upon in writing.

5. Software Upgrades/Updates

Software Upgrades offer increased user functionality and are available upon Customer request for an additional charge as an Additional Service. Software Updates are patches to existing software and are included in warranty coverage and service contracts. Updates will be performed on an as needed basis, at the next scheduled maintenance, remote session or repair visit, but may not be scheduled independently.

6. Preexisting Conditions

Any Instruments which have not been maintained under a scil warranty or previous Agreement by scil immediately prior to the date of this Agreement, must be subject to inspection, certification and acceptance by scil, and if necessary, repaired or reconditioned as an Additional Service such that the Instrument meets scil's standards for continued maintenance and support.

7. Customer Responsibilities

At all times while the Instruments are covered by an applicable Service Contract that the Customer must adhere to the following: (a) Ensure that the Instrument is operated at all times by trained personnel in accordance with its applicable scil Instruction Manual. (b) Perform all required User Maintenance and schedule periodic Preventative Maintenance Service visits or with scil. (c) Notify scil immediately through scil's designated telephone support contact numbers of any malfunction or inoperability of an Instrument and promptly provide a full description of the fault or problem. (d) Customer must provide scil with thirty (30) days written notice of intent to move any Instrument.

8. Service Visit Requirements

Prior to any service visit by scil personnel, Customer must: (a) Ensure that scil has complete, accompanied access to the Instrument at the times mutually agreed and scheduled for the service. Any delay or waiting time may be subject to additional fees. (b) Provide required working conditions and facilities (including heat, light, ventilation, and electrical supplies, telephone, and network communication access) for use by scil personnel. (c) Customer shall ensure that any third party auxiliary equipment which is affixed to or positioned near the Instrument is removed or adequately protected. Customer shall also implement other safeguards to protect all programming, programs, data and other removable storage media before an Instrument is to be repaired. In the event of the failure of Customer to remove or protect such auxiliary equipment, scil shall not be responsible for any accidental damage thereto. (d) At the time of service visit, notify scil's personnel of any hazardous or dangerous environments within the vicinity of the instruments and instruct and assist scil's personnel to prevent exposure to same.

9. Pricing

Fees - All Service Fees, as set forth on the Order Summary and/or Service Contract, shall remain firm for the duration of the Contract Period. Additional fees may be invoiced for Additional Services as required. All pricing for any applicable extension of the Contract Term may be subject to change. (a) **Payment**. Unless otherwise set forth on the applicable Order Summary and/or Service Contract, Payment terms are due in advance of services rendered.



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Automatic Enrollment/Renewal:

Service Contracts:

Service contracts are on a per-device basis and warranty coverage may vary by serialized component as stated on the order summary sales agreement. To receive support, the customer's account balance must be current (paid in full) on support contracts for the device(s). Support is provided on a 12-month basis. Service contracts for X-Ray products shall automatically renew each year when either the original warranty period or subsequent renewal period expires, unless the customer provides written notice to discontinue to scil 30 days prior to the end of the original warranty period or any subsequent renewal. Automatic renewals will terminate after five years from the date of equipment installation. If scil allows the buyer to pay in installments it is as an accommodation to the customer, and the customer agrees to pay the entire fee. The fee for any extension of the support period will be as indicated on an invoice provided by scil. scil may invoice the buyer before the current support period expires. To continue receiving support, the customer must pay the fee before the beginning of any extension. If for any period of time the customer allows support coverage to lapse in order to start or resume such coverage, scil may require inspection, certification and acceptance by scil, and if necessary, repair or recondition the instrument(s) as an Additional Service such that the instrument meets scil's standards for continued maintenance and support. Customer shall be charged support fee(s) for any period in which there was a lapse in coverage. Either party may terminate support on 30 days' written notice to the other. If scil terminates, other than due to breach by the customer, scil will refund the buyer a prorated portion of the fee. If the customer terminates, other than due to a breach by scil then the customer is not entitled to a refund. If at any time the customer has not paid all amounts due, other than amounts disputed in good faith, then without prejudice to any other rights scil may suspend support.

Adjustments/Modifications – Pricing maybe subject to change without notice as outlined in this agreement. Order summary and/or service contracts are valid for 30 days from the date shown on the Order Summary and/or Service Contract.

Payment – Credit Card, direct payment through ACH debit and cashiers /bank check are all acceptable methods of payment. Our Terms are Net 30, Services rendered and/or receipt of invoice. All Products remain the property of the scil until paid for in full. Monies that remain outstanding by the due date will incur late payment levied on past due invoice balances at the rate of 18% per annum or at the maximum allowed by law until such time as the balance is paid in full. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection agencies and/or through the Small Claims Court. In such circumstances, you shall be liable for any and all additional administrative and/or court costs. Returned checks will incur a \$25.00 charge to cover banking fees and administrative costs. In the instance of a second returned check, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on payment in advance or credit card for future transactions only. All transactions and agreements, including our warranty service entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full. Customer shall notify scil of any inconsistent and / or disputed amounts within thirty (30) days from date of invoice. Customer waives its right to dispute charges after this time frame.

Taxes – scil shall supply the Products and Services during the Term subject to the pricing set forth above. All prices, inclusive of monthly Minimum Purchase Commitments are calculated excluding shipping costs, transportation, sales tax, goods and service taxes, value added tax, or any similar taxes or other charges (if applicable).

scil is required to comply with the sales and use tax laws where it operates. There exists an obligation to assess, collect, and remit sales and use taxes unless the product or customer is exempt by law or the product is being purchased for resale. scil is required to obtain a duly completed exemption certificate from any customer to document an exemption prior to exempting the transaction from tax. All sales and use taxes are remitted to the appropriate state and/or local taxing jurisdiction according to the laws of that jurisdiction.

10. Termination

(a) **For Convenience.** Either party may terminate this Agreement upon sixty (60) days' written notice. If, prior to the expiration of the first twelve (12) month period of the Term, Customer terminates this Agreement other than for a Material Breach, Customer shall not be entitled to a refund for Services Fees paid, unless otherwise agreed to at scil's sole discretion. (b) **For Material Breach.** Termination of this Agreement by either party will be permitted in the event of a Material Breach (as defined below) that if possible to cure, remains uncured ninety (90) days after written notice specifying the breach is given, by the non-breaching party, to the breaching party. A "Material Breach" is



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defined as (a) the failure of a party to fully comply with its obligations under this Agreement; (b) the making of assignment for the benefit of creditors by a party; (c) the institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against a party; and (d) insolvency of a party. (e) Transfer of title of ownership of instrument to another party (c) **Beyond Repair**. In the event that scil determined that the cost to repair an instrument exceeds its fair market value, scil has the right to terminate the Agreement and scil will refund to Customer the remaining pro-rated amount of the fees already paid during the applicable Contract Period.

11. Standard of Service

scil represents and warrants that the Services provided under this Agreement will be performed in a workmanlike and professional manner with reasonable skill, care and diligence, all in accordance with prudent industry practices and standards and otherwise in accordance with this Agreement and in compliance with all applicable laws. All Services shall be provided by an authorized scil representative subject to the fees set forth under the applicable Order Summary and/or Service Contract for the affected Instrument(s). Services, including repair parts, shall be warranted for the period as set forth on the Service Agreement. Customer's sole remedy for breach of said warranty shall be a re-performance of the Services. scil does not warrant that the Services will render an Instrument to be error free, or that continued use and operation of the Instrument will be uninterrupted. scil telephone support or remote monitoring support shall be provided "as is" without warranty of any kind. The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, express, implied, or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY

12. Exclusions

Service support shall not apply to any defect or performance deficiency on a Product (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from (a) negligent storage or handling of the Product by Customer, its employees, agents, or contractors, (b) failure of Customer to prepare or maintain the site, provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of scil, (c) adverse power conditions or environmental conditions such as erratic power, voltage spikes, RF or magnetic interference, HVAC failure or other causes beyond the reasonable control of the scil, (d) absence of any Product, component, or accessory recommended by scil but omitted or removed at Customer's direction (e) any misuse, alteration or damage to the Product by persons other than scil, (f) combining scil's Product with any product furnished by others, or with incompatible Products, where such combination causes failure of or degradation to performance of scil's Product (including Software and the substitution of any reagent not authorized by scil) (g) improper or extraordinary use of the Product, improper maintenance of the Product, failure to maintain the Product or comply with any applicable instructions or user manuals provided by scil; or (h) if any service, repair or relocation of an Instrument was performed or attempted by personnel not authorized by scil.

13. Replacement Parts

Replacement parts will be provided only as required or on an exchange or new part basis. scil reserves the right to use refurbished material or parts for all repairs for Instruments covered by a Service Plan. Warranty of refurbished items is not limited compared to new items. Labor to install any replacement parts is included as part of the Services. All parts which become subject to removal and replacement shall become the property of scil. Consumables, and Reagent items are not eligible for replacement under this Agreement.

14. Indemnification

Customer will indemnify, defend and hold scil harmless from all claims, costs (including reasonable attorneys' fees), damages and liabilities ("Claims") arising from Customer's use or misuse of the Products, including any Claims (whether for personal injury, death, property damage or otherwise) arising from Customers' fault, negligence, willful misconduct, omissions or breach of this Agreement. scil will indemnify, defend and hold harmless Customer from all Claims arising from (a) any alleged defects in the Products and (b) based on alleged infringement of third party intellectual property rights. However such indemnification shall not apply where the defect or infringement is caused in whole or in part by (a) any alteration of the Product by persons other than scil, (b) combining scil's Product with any Product furnished by others where such combination causes failure of or degradation to performance of scil's Product, (c) combining incompatible Products of scil, (d) improper or extraordinary use of the Product, improper



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maintenance of the Product, or failure to comply with any applicable instructions or recommendations of scil, scil does not warrant Products of others which are not included in scil's published Product catalog.

15. Limitation of Liability

To the fullest extent permitted by law, in no event shall either party be liable for any lost revenues, lost profits, special, indirect, incidental or consequential damages, economic loss, or property damage incurred by the other party. Either party's total liability under this Agreement shall not exceed the total price paid for all Products hereunder on an annual basis. The aforementioned limitation shall not apply to damages resulting from the gross negligence, bad faith or willful misconduct of a party or its personnel. Scil does not support liability claims of third party service installation contractors, contracted by the customer. By using this service you thereby indemnify scil, its employees, agents and affiliates against any loss or damage.

16. Remedies

Without limiting its remedies under existing law, scil may, in the event of a Material Breach by Customer, and in its sole discretion, pursue any or all of the following remedies: (a) suspend or cancel its performance hereunder, including any pending Services; (b) declare all unpaid balances, payments and expenses due or to become due hereunder immediately due and owing (c) terminate this Agreement without additional liability or obligation to Customer; (d) seek any other cumulative remedies at law or in equity, or (e) exercise any all rights and remedies available to a secured creditor under the Uniform Commercial Code. The foregoing remedies are cumulative, and may be exercised by scil, in whole or in part, at scil's sole discretion. The substantially prevailing party shall be entitled to its attorneys' fees, costs, and expenses (including expert expenses) in connection with any claims, causes of action or litigation.

17. Compliance

Neither party to this Agreement nor shall engage in any activity prohibited by any federal, state or local law or regulation which relate to the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered or revised.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio, excluding choice of law provisions. No actions arising out of the sale of the items sold hereunder or this agreement may be brought by either party more than (2) years after the cause of action accrues.

19. Force Majeure

Except as expressly stated in this Agreement, neither party shall be liable for any failure to perform hereunder (other than the payment of sums due and owing) due to labor strikes, lockouts, fires, floods, water damage, riots, government acts or orders, interruption of transportation, inability to obtain material upon reasonable prices or terms, or any other causes beyond its control.

20. Severability Waiver

In the event that any one or more provisions contained herein (other than the provisions obligating Customer to pay scil for the Products and Services) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. A party's failure to enforce, or waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

21. Notices

Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received three days after being sent via registered mail with return receipt requested, by courier, by first-class mail, postage prepaid, or via email (with evidence of receipt required) at the addresses specified herein for the respective parties or at such other address as either party may from time to time designate to the other in writing.



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22. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding any provision of this Agreement to the contrary, either party shall have the right to assign or otherwise transfer its interest under this Agreement, without consent of the other party, to any of its affiliated entities or to any entity to which a party may sell, transfer, convey, assign or lease substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement without the express written consent of the other party will be invalid.

23. Independent Contractor

scil is performing the Services as an independent contractor and not as an employee of Customer and none of scil's personnel shall be entitled to receive any compensation, benefits or other incidents of employment from Customer. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between Customer and scil. Neither scil nor Customer shall be or become liable or bound by any representation, act or omission whatsoever of the other.

24. Confidentiality

This Agreement, an Order and any material transmitted herewith may contain information confidential or proprietary to either party, its subsidiaries or affiliates ("Confidential Information") and such information is not to be used by the receiving party other than the purpose for which it was transmitted by the disclosing party. Each party shall (a) hold such information in strictest confidence and not disclose such information to third parties without prior, written consent of the disclosing party; and (b) not collect, access, retain use or share the Confidential Information other than for performance of the Products and/or Services under this Agreement.