

Service Terms and Conditions

1. Application. These service terms and conditions ('Terms') apply to all maintenance, repair services, parts, and labour (together, 'Services') described in the work quotation provided to you by Cook Capital Equipment ('Quote') on any Cook capital equipment owned by Customer ('Equipment'). To the extent that any terms and conditions on the face of the Quote are inconsistent with the Terms stated herein, these Terms supersede the Quote. These Terms and the Quote are collectively referred to as the 'Agreement'. Cook hereby gives notice of its objections to any terms or conditions provided by Customer or added to the Quote which are inconsistent with these Terms. These Terms set forth the only terms and conditions under which Cook will provide Services to Customer notwithstanding any conflicting term or condition contained in the Quote.
2. Charges for Services. Services provided under the Agreement are charged in half-day (four-hour) increments. Estimated repair times set forth in the Quote may be subject to change if Cook determines, in the course of performing the Services, that additional labour, replacement parts, or time are required to restore the Equipment to good working order. Cook may provide a detailed list of requirements needed for Cook to provide the Services ('Service Preparations'). If, upon Cook's arrival, the Service Preparations have not been met, or have been met inadequately, and Cook is unable to provide Services due to failure to adequately meet the Service Preparations, as determined at Cook's sole discretion, Customer will be billed for four hours of repair time. Services rendered by Cook on national holidays, weekends, evenings (i.e., start at or after 17:00 local time), or during year-end peak season (23–31 December) may be subject to peak pricing, at Cook's sole discretion. Any peak pricing will either be stated in the Quote, or if Services are scheduled by Customer and rendered by Cook at a later date, Cook will provide an updated Quote which reflects any peak pricing adjustments. Any replaced parts will be returned to and retained by Cook for analysis.
3. Inspection and Testing. The Equipment is subject to Customer's reasonable inspection following completion of Services. Customer shall inspect the Equipment at the time of on-site repair or return delivery and shall promptly advise Cook if the Equipment is not functioning properly.
4. Limited Warranty. Cook warrants that: (i) repair Services will conform to the description in the Quote for a period of ninety (90) days from the date of service; and (ii) all replacement parts used in the Services will be free from defects in material and workmanship for a period of ninety (90) days from the date of service. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF AND SHALL SUPERSEDE ALL OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF



NONINFRINGEMENT. No representative of Cook may change any of the foregoing, and Customer accepts the Equipment subject to all terms hereof. Cook makes no warranties that the Equipment is effective under all circumstances.

5. Limitation of Remedies and Damages. Customer's sole and exclusive remedy for any claim arising by reason of or in connection with the Services provided pursuant to the Quote, regardless of whether such claim is based on tort law, breach of contract, breach of warranty, or any other legal theory ('Claim') shall be, at Cook's sole discretion, the repair or replacement of any nonconforming parts, or re-performance of Services under the applicable Quote. Customer's exclusive remedy for any breach of the Agreement or the limited warranty set forth in Section 4 of these Terms ('Breach') is repair or replacement, at Cook's sole discretion. Under no circumstances shall Cook be liable for loss of use, lost profits, or any other collateral, special, consequential, or other damages, losses, or expenses in connection with or by reason of any Claim or Breach, whether such Claim or Breach is founded in tort or contract. The foregoing constitutes the sole and exclusive remedies of Customer and the exclusive liability of Cook. Any lawsuit by Customer against Cook, asserting any Claim or Breach, must be brought within one (1) year and one (1) day after performance of the Services by Cook or such Claim or Breach shall be forever barred.
6. Insurance. Cook and Customer shall each maintain adequate product liability, general public liability, and property damage insurance against any claim or claims relating to the Equipment that may be asserted by or on behalf of, or as a result of any claim made by or on behalf of, the ultimate user or consumer of the Equipment.
7. Indemnification. Customer agrees to indemnify and hold harmless Cook (and any parent, subsidiary, or affiliate company or corporation), their directors, officers, employees, agents, and insurers from any and all liabilities, claims, lawsuits, actions, proceedings, losses, demands, damages, costs, expenses (including without limitation, interest, penalties, and reasonable attorney's fees), and judgements (collectively, 'Action') arising out of, resulting from, or otherwise related to bodily injury, property damage, or any other damage or injury caused in whole or in any part by (i) any fault, negligence, intentional misconduct, or malpractice of Customer or any healthcare provider associated or affiliated with Customer, including, but not limited to, the failure of Customer or such healthcare provider to perform their obligations hereunder; or (ii) actions by Customer or any healthcare provider associated with or affiliated with Customer in violation of any applicable law or regulation ('Customer Indemnification Event'). In the case of a Customer Indemnification Event: (A) Customer shall notify Cook in writing of said Customer Indemnification Event and send Cook a copy of all papers served promptly after receipt of notice of any Customer Indemnification Event; (B) Customer shall permit Cook to retain counsel of its choosing; (C) Customer shall allow Cook to retain exclusive control of such Action, and allow Cook to have full and complete authority to decide issues material to the Action, including without limitation the right to make any settlement, to determine whether to proceed to trial, and to determine whether to take an appeal after trial; (D) Customer shall

cooperate fully with Cook in defence such Action, including without limitation attending and giving depositions, participating in any and all trials, hearings, or similar proceedings, and otherwise devoting the time and attention necessary to such defence, all without cost or expense to Cook. Customer shall make no compromise or settlement of any claim without the prior written consent of Cook; and (E) Customer shall, upon submission of invoices, reimburse or pay directly Cook's reasonable attorney's fees and costs. In addition, upon notice from Cook, Customer shall promptly pay all amounts that Cook has become legally obligated to pay by judgement, settlement, or otherwise, by reason of any Customer Indemnification Event.

8. Price; Taxes. Subject to Section 2 of these Terms, prices stated in the Quote will be firm for a period of fifteen (15) days. Thereafter, all charges are subject to change at Cook's sole discretion. Customer shall be responsible for taxes for all charges. Sales and use taxes, not subject to exemption, shall be stated separately in Cook's invoice. It is Customer's responsibility to provide proof of tax-exempt status.
9. Payment Terms. Full payment without setoff shall be due to Cook from Customer within thirty (30) days following delivery of the Product(s) to Customer unless otherwise agreed to in writing. Customer shall pay Cook for all Equipment that is delivered as to which there is no dispute, regardless of whether a dispute exists as to any other products. In the event that Cook is required to file a lawsuit in order to collect any payment due to Cook from Customer, Cook shall be entitled to recover, in addition to its actual damages, the costs and expenses of recovery, including reasonable attorney's fees and expenses.
10. Shipping Terms. If repairs to the Equipment cannot be completed at Customer's facility, Customer shall be responsible for arranging shipment of the Equipment to Cook's facilities, at the address set forth on the Quote, in the original Equipment packaging, which Customer is required to retain as a condition of the Customer's purchase of the Equipment. If Customer does not have the original packaging, Cook will provide specific instructions for proper packaging and shipment of the Equipment. In certain circumstances in which Customer does not have the original packaging, Cook may send specialised packaging to ensure safe shipment of the Equipment to Cook facilities, and charges for such specialised packaging will be added to the invoice to Customer for Services ('Original Equipment Packaging'). Customer shall be responsible for all shipping and handling fees, including the shipment cost associated with sending such Original Equipment Packaging. Customer shall be responsible for selecting a carrier, scheduling shipment of Equipment to Cook for Services, and, upon notification from Cook that Services are complete, Customer shall be responsible for scheduling return shipment from Cook's facilities to Customer. Customer shall retain all right, title, and interest to the Equipment at all times, and Customer shall be responsible for securing and paying for insurance on the Equipment during shipment.

11. Delay. Cook shall not be responsible for any delays in delivery of Services arising, directly or indirectly, from strikes, labour difficulties, riots, civil unrest, war, fire, collapse, floods, delay or defaults of common carriers, failure of Cook's usual source of supply, governmental decrees and orders, or, without limiting the foregoing, any other delay beyond Cook's control; provided, however, that Cook shall use reasonable efforts to notify Customer of anticipated delays for Services as soon as reasonably possible.
12. Cancellation. Customer may cancel Services until forty-eight (48) hours prior to the date of such scheduled Services. If Customer does not reschedule such Services within ten (10) days, Customer will be charged a restocking fee of €250 for any and all replacement parts reserved for Customer's Equipment.
13. Environmental Health and Safety. Cook has no obligation to provide Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable federal, state, province, and local requirements and written requirements provided by Cook; (ii) provides to Cook on-site personnel a list of chemical and/or hazardous materials with which these personnel may come into contact, related safety datasheets, and Customer's written safety procedures; (iii) performs Cook-recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by Cook is performed, and Equipment is used, in accordance with applicable documentation. Before Customer sends any Equipment to Cook (e.g., for repair or return of loaner Equipment) or Cook services Equipment, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness. Customer shall be responsible for managing, storing, and disposing of all waste material, unless Cook is legally required to take back the materials. Customer is responsible, at its expense, for: (A) controlling access to, and all operations and protocols of, the Equipment and the site, as well as ensuring compliance with environmental health and safety regulations; (B) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (C) decommissioning and disposal requirements of its facilities; and (D) complying with GMP and all applicable regulations.
14. Parts. Cook: (i) recommends the use of parts it has validated for use with the Equipment; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Equipment functionality or performance when non-Cook parts are used. Certain Equipment is designed to recognise Cook-supplied accessories and report the presence of a non-Cook accessory; Cook is not responsible for the use of, or effects from, non-Cook supplied products. If modifications are made to the Equipment by anyone other than a Cook-authorized service agent or the modifications are not according to Cook's allowable repair instructions, Cook can no longer assure the proper functionality and safety of the Equipment. As a result, Cook will not perform preventative maintenance or any repairs on any Equipment that has been modified in this way.



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15. Governing Law and Venue. Any action brought regarding the validity, construction, termination, or enforcement of this Agreement or these Terms shall be governed in all respects by the laws of Ireland, without regard to the principles of conflicts of laws and shall in no way be subject to the United Nations Convention on Contracts for the International Sale of Goods. Venue shall be proper only in a court of competent jurisdiction in Ireland. The parties agree that they are subject to personal jurisdiction in such court and consent to service of process issued by such court.

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