

EQUIPMENT MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. Maintenance Services.

- From the Effective Date to the Expiration Date, unless sooner terminated, and on the terms and conditions of this Agreement, we will provide you, and you will pay us for, the Services for the Equipment. The Services consist of PM services and (only if you have selected a service bundle that includes the standard maintenance plan) repair services.
- All Services will be performed by qualified service personnel. All Services will include the provision of test equipment and parts necessary for the performance of the Services.
- PM services will include a complete inspection and calibration of the relevant parts of each unit of Equipment as described in the PM specifications and procedures in our current service manual(s) for the Equipment. Following a PM service, you will be provided with a copy of a completed checklist and a calibration sticker.
- Standard PM service intervals for certain of our products are set forth below. For other products, please contact Terumo BCT Customer Support.

EQUIPMENT PREVENTIVE MAINTENANCE (PM) INTERVALS	Equipment	Intervals
		SCD® IIB Sterile Tubing Welder
	TSCD® II Sterile Tubing Welder	One PM per year

- Repair services will include labor, return shipping, expenses and all replacement parts for the Equipment as required, except for any service or replacement parts which we determine to be required as a result of misuse, accident, natural disaster, neglect, failure to use in accordance with our instructions or the Operators Manual for the Product, or which was altered by unauthorized personnel.
 - You will contact us at 1-877-339-4228 and provide the serial number of the device and a description of reported condition.
 - We will contact you with a decontamination certificate, RMA number and shipping instructions. You will decontaminate the exterior of the device from any biological contamination using the procedure outlined in the operating instructions and on the decontamination certificate. The completed decontamination certificate serves as record confirming decontamination and must accompany the returned device. Failure of you to provide us the completed decontamination certificate will result in a charge of \$200 for us to perform the decontamination of the device prior to providing repairs.
 - If repair services or replacement parts which we determine are required as a result of you failing to use the equipment in accordance with the operators manual, we will contact you to arrange payment of such services or parts.
- PM and repair services are only performed during normal working hours.

2. Term and Termination.

- Either party may terminate this Agreement for the other party's breach of any term of this Agreement by notifying the other party in writing of the breach and allowing thirty (30) days for the other party to cure (if curable). If the breach is not curable, then termination shall be effective upon such notice, without the need for any cure period. If the breach is curable and is not cured within the thirty (30) day period, the complaining party may terminate this Agreement by delivering a second written notice to the other party, with effect upon such second written notice.
 - We may immediately terminate this Agreement, effective upon written notice to you, if (i) you fail to make any payment when due, or (ii) you file a bankruptcy action, have a bankruptcy action filed against you, become insolvent, enter into a compromise with creditors, have a receiver appointed, dissolve, enter into an assignment for the benefit of creditors or otherwise admit your inability to pay your debts when due.
 - Termination shall not relieve you of your obligations to pay any Service Fees or other amounts outstanding hereunder, as these obligations survive any termination. If you (i) breach any term of this Agreement and fail to cure the breach within thirty (30) days of notice thereof, or (ii) fail to make any payment when due, then all unpaid Service Fees (together with accrued but unpaid interest thereon, if any) under this Agreement shall accelerate and become due and payable immediately. In the event that we terminate this Agreement for your failure to pay and initiate collections action, you may be required to pay for all costs and expenses of collection, including reasonable attorneys fees incurred.
3. **Payment.** You will pay our Service Fees within thirty (30) days from our invoice date. We are not required to process any work order until your payment is received. We charge interest at the rate of 1.5% per month (or the maximum rate permitted by law, whichever is less) on the unpaid balance of all late payments. All invoicing is subject to applicable taxes. You shall make all payments to our "remit to" address set forth on our invoices.

4. **Limited Service Warranty.** We warrant that any Equipment parts replaced or serviced as part of the Services will be free from defects in workmanship and material for a period of ninety (90) days from the date of replacement or service. As your sole and exclusive remedy for this warranty, we will replace (with new or equivalent re-conditioned parts), or at our option, repair at our expense, any Equipment parts which do not comply with the foregoing warranty, except for any part that fails through misuse, accident, natural disaster, neglect, failure to use in accordance with our instructions or the Operators Manual, or which was altered by unauthorized personnel. The determination of these exclusions will be made by us in our sole discretion. This Limited Warranty does not apply to disposable products used with the Equipment, as disposables products are not covered by this Agreement.

5. **Your Representations and Agreements.** You represent and warrant to us, and agree with us, as follows:

- As of the Effective Date, the Equipment is in good operating condition. We may inspect the Equipment to confirm its condition and you will pay all of our expenses (at then-prevailing rates) and costs associated with the inspection.
- As of the Effective Date, the Equipment is under the original manufacturer's warranty, or under an existing Equipment Maintenance Agreement between you and us. In the event Equipment is not covered by such a warranty or agreement, the Equipment will be brought into conformance with our maintenance requirements at your expense, prior to us initiating Services.
- You are responsible for operator maintenance, cleaning and disinfection as described in the Operator's Manual for all Equipment.
- You shall comply with all federal, state, and local laws relating to health and safety requirements, including without limitation, OSHA regulations governing Occupational Exposure to Bloodborne Pathogens.

6. **Miscellaneous.** The parties agree as follows:

- Amendments and waivers to this agreement may occur only by written agreement.
- All notices to a party shall be delivered by certified mail, return receipt requested, or overnight courier to party at the address listed above, and shall be effective on delivery.
- This Agreement may not be assigned or transferred by you without our prior written consent.
- We are permitted to engage a third party for repair and maintenance services or sub-contract service under the terms of this Agreement
- If we are unable to service any Equipment due to (i) our inability to obtain replacement parts for any reason (including, without limitation, obsolescence, failure of supply or other procurement difficulties) or (ii) Equipment that is damaged beyond reasonable cost of repair, we shall not be required to perform Services in respect of such parts, and the Service Fees for the affected Equipment will be proportionately reduced for the balance of the Agreement term.
- We are permitted to use re-conditioned or refurbished parts in performing Services under this Agreement, and any such re-conditioned or refurbished parts will be subject to the same Limited Service Warranty set forth above.
- No agent, employee or representative of ours has any authority to bind us to any representation or warranty concerning products, parts, Equipment or services delivered and provided under this Agreement. This Agreement constitutes the only agreement between the parties relating to the Services for the Equipment and supersedes any preexisting agreement between the parties.
- Neither party shall be deemed in default of this Agreement if failure or delay in performance (other than involving the payment of money) is caused by an act of God, fire, flood, severe weather conditions, material shortage, unavailability of transportation, government ordinance, laws, regulations or restrictions, war, terrorism or civil disorder, or any other cause beyond the reasonable control of such party (an "Event of Force Majeure").
- We reserve the right to complete PM services due on Equipment within thirty (30) days from receipt of the signed Agreement and purchase order (even if our specifications would normally require PM services to be completed sooner). You waive and release us and our affiliates from any liability or claims you may have for any damage which may occur to the Equipment due to (or during) any such delay of, the PM services.
- **WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE LOSS, DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT OR THE USE OF ANY PARTS OR PRODUCTS DELIVERED OR SERVICES PROVIDED HEREUNDER.**

EXHIBIT A – PLATINUM MAINTENANCE PLAN

MAINTENANCE: Subject to the important exclusions listed below, we will perform all preventative maintenance required pursuant to our product specifications and service manuals.

REPAIR: Subject to the important exclusions listed below, we will repair or replace all parts found to be defective in materials or workmanship during the term of this Agreement.

EXCLUSIONS – We are not required to perform any Services for equipment defects or failures described below. All repairs of Equipment that are covered by the exclusions below (if and to the extent the repairs are capable of being performed) shall be at your cost, billed at our standard rates for time and materials. Please contact a Terumo BCT Customer Support representative for more information.

- The Services do not include repair or replacement of parts that fail due to misuse, accident, natural disaster, neglect, or failure to use and maintain the equipment in accordance with our instructions as set forth in the Operator's Manual, or alterations by unauthorized persons.