

Getinge USA Sales, LLC Hardware Evaluation Agreement

"Term" of Evaluation: 5 days

Getinge USA Sales, LLC ("GETINGE") hereby provides the following equipment and associated shipping containers ("Equipment") listed in Table 2 to the Customer listed in Table 1, for the sole purpose of evaluation, under the terms and conditions set forth below and in the attached *Standard Evaluation Terms & Conditions* (together the "Agreement"). The Term shall commence upon delivery of the Equipment to the Customer site ("Effective Date"). The Term may be extended upon mutual agreement signed by both parties, but in no event will the Term exceed ninety (90) days ("Maximum Term"). Shipment will only occur after Customer executes this Agreement.

Customer Information (Table 1)

Customer No. / Customer Name	County of Ventura, owner/operator of Santa Paula Hospital		
Customer Address	825 N 10th St, Santa Paula, CA 93060		
Requester's Name	Robert Tumpane		
Billing PO #	N/A	Date:	9/15/2021

The parties agree that Customer's acceptance and use of the Equipment under this Agreement are purely for evaluation purposes and are not kickbacks or in exchange for purchasing, using or recommending Getinge USA Sales, LLC products. Customer is responsible for any taxes under this Agreement. The Equipment is and shall remain the property of Getinge USA Sales, LLC. Title transfer is not intended. Customer is responsible for the purchase of all disposable and consumable products needed in connection with Customer's use of the Equipment.

Evaluation Equipment (Table 2)

Product Number	Equipment Description	Quantity
LUS141901HC	Fracture Extension Device Kit Alphamaxx	1

Getinge USA Sales, LLC strictly follows the reporting requirements in the Physician Payment Sunshine Act for any free products or equipment on loan for greater than ninety (90) days. It is neither party's intention that the Equipment provided hereunder for evaluation be considered free product reportable pursuant to the Sunshine Act. Therefore, to the extent Customer would like to extend the term beyond 90 days, Customer agrees to convert the evaluation of any unreturned Equipment to a rental agreement at the rates listed in Table 3. The rental period will be for a maximum of three (3) months. Any rental fees will be applied towards the purchase price of the Equipment.

Rental Fee Structure (Table 3)

Available Rental Models	Minimum Rental Period	Rental Fee		
		Initial Period	Daily After Initial	Monthly Maximum
1419 Fracture Extension	One (1) Week	\$320	\$64	\$1,280

Getinge USA Sales, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER ACCEPTANCE

Signature: _____

Name: _____

Title: _____

Date: _____

Optional Term Extension: The parties agree to extend the Term by ____ days.

****Total Term CANNOT exceed 90 days****

Getinge USA Sales, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER ACCEPTANCE

Signature: _____

Name: _____

Title: _____

Date: _____

STANDARD EVALUATION TERMS & CONDITIONS

The Agreement contains the final and entire agreement and supersedes any and all prior agreements, understandings and communications between the parties with respect to the Equipment. Additional or conflicting terms of Customer's purchase order are hereby rejected. Only amendments signed by both parties will be effective.

Customer agrees to maintain sufficient comprehensive general liability insurance and agrees to carry such insurance covering injury and damages to person and property, with the following minimum limits: (i) \$1,000,000 per person per occurrence; (ii) \$3,000,000 aggregate per occurrence; and (iii) \$500,000 aggregate property damages.

Neither party may assign this Agreement or transfer the Equipment to another site.

Customer agrees that the Equipment shall be only used in accordance with the safe and proper protocol for use set forth in the corresponding instructions for use and pursuant to any training sessions or materials provided by GETINGE for the use of the Equipment. Customer will notify and work with GETINGE in recall and complaint situations and government investigations.

GETINGE shall retain a security interest in such Equipment in the amount of the full replacement price plus all other amounts due for the Equipment and all costs of collection incurred by GETINGE (excluding attorney's fees), and GETINGE shall retain all rights and remedies of a secured party under the Uniform Commercial Code as in effect at the time of delivery of such Equipment. A copy of GETINGE's invoice may be filed with the appropriate authorities at any time as a financing statement or chattel mortgage in order to perfect GETINGE's security interest. Upon the request of GETINGE, Customer will execute any financing statements and other documents or instruments necessary or appropriate in order for GETINGE to perfect its security interest. Customer shall keep the Equipment free from all liens and encumbrances.

GETINGE's liability for any claims, damages, liabilities, costs or expenses to the Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to amount paid by Customer under this Agreement. In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall GETINGE or its affiliates, agents, employees or suppliers be liable for any consequential, incidental, unforeseen, special or punitive damages including, but not limited to, loss of profits or revenues, loss of use of Equipment, loss of stored, transmitted or recorded data, damage to Equipment, cost of capital, cost of substitute equipment, facilities, service or replacement service, downtime costs, or claims of the Customer's own customers for such damages. GETINGE will not be liable, and if permitted by law, Customer shall indemnify and hold GETINGE harmless, for any damages arising out of or related to any off-label usage. The foregoing is a separate, essential term of this Agreement and shall be effective upon the failure of any remedy, exclusive or not.

GETINGE HEREBY EXPRESSLY EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS, except as such warranties may be set forth in this Agreement, GETINGE's current operating manual catalog or written guaranty covering such Products. GETINGE also hereby excludes any warranty that the Equipment sold hereunder shall be free of the rightful claim of any third person by way of patent, copyright, trademark, or trade secret infringement or the like. GETINGE does not warrant that the operation of the Equipment or programming will be uninterrupted or error-free.

Customer hereby assumes, and will immediately reimburse GETINGE for, all loss, damage or theft of the Equipment from any cause while in possession of the Equipment and while Equipment is being transported by Customer. Customer is responsible for any damage to the Equipment beyond ordinary wear and tear, including a) all cosmetic damage (e.g., nicks, dents, scrapes, scratches), however caused; b) damage or loss caused by accident or disaster, including fire, water, wind and lightning, vandalism or burglary; c) damage or loss caused by neglect, improper storage or misuse of the Equipment, including usage of the Equipment for purposes other than those for which it was designed; d) damage caused by alterations or modifications to the Equipment; and e) damage caused by non-approved attachments, including any interconnection to the Equipment of non-approved equipment. Customer is responsible for safe storage of transport cases and packaging materials. Customer is also responsible for any injuries resulting from use or transport of the Equipment resulting from Customer's own negligence or willful misconduct.

The parties agree that any discounts or rebates on items or services provided by GETINGE under this Agreement constitute a "discount or other reduction in price" of the items or services under Section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. §1320a-7b(b)(3)(A). Customer must properly disclose actual prices paid for items or services acquired pursuant to this Agreement, including any discounts or rebates, on any Medicare, Medicaid or other Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) cost report for the fiscal year in which earned or the following year. In addition, Customer must furnish, upon request by the Secretary of Health and Human Services, the State Medicaid or other Federal Health Care Program agency, all information concerning the amount or value of the discounts or rebates, including this Agreement and related invoices and statements. Customer warrants that no kickbacks were offered, provided and/or solicited by Customer or GETINGE as a precondition for entering into this Agreement with GETINGE.

CUSTOMER ACCEPTANCE OF STANDARD EVALUATION TERMS & CONDITIONS:

Initials: _____