

# ADVANCED STERILIZATION PRODUCTS SERVICES, INC.

## SERVICE AGREEMENT

---

### Advanced Sterilization Products Services Inc. (the "Seller") SERVICE AGREEMENT TERMS and CONDITIONS:

**Effective Date April 1, 2020**

1. Controlling Provisions: These terms and conditions shall govern the transaction described on the Service Agreement Quotation ("Offer") and shall amend any terms and conditions of Buyer's order to the extent that a conflict exists. The full understanding of the parties is embraced herein and no waiver, alteration, or modification of these provisions or any of the terms of the order shall be valid unless made in writing and signed by an officer or other authorized representative of the Seller.
2. Acceptance: Scheduled equipment is accepted by the Seller for inclusion herein, subject to the condition that scheduled equipment is functionally operable on the Effective Date of this Agreement and there are no open or pending service calls. All parts and labor to render the scheduled equipment functionally operable shall be the Buyer's responsibility and shall be negotiated separately between the Buyer and Seller. Exempt from this provision is all scheduled equipment which has been under maintenance or warranty coverage by Seller immediately preceding the Effective Date of this Agreement.
3. Prices: The prices shown on the face of the Offer are firm for a period of ninety (90) days commencing with the Created Date on the face of the Offer. This condition shall not apply when this document is incorporated in an Equipment Sales Agreement, in which case, the prices shown will remain firm as long as the Equipment Sales Agreement remains valid.
4. Taxes: The Seller shall add to all charges, sums equal to any taxes, however designated or levied or based on the charges made for services rendered or parts supplied pursuant to this Agreement. This section shall not apply to organizations that are tax-exempt and provide proper supporting documentation with this Agreement.
5. Payments: Terms are net THIRTY (30) days from date of invoice, unless otherwise agreed upon. A finance charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Buyer's outstanding balance which is not paid in THIRTY (30) days from the date of invoice. If Buyer shall fail to pay any amount when due, Seller may without notice to Buyer, suspend all services provided in this Agreement.
6. Exclusions: Service is contingent upon proper use of Equipment and observance of all operational instructions and does not cover, among other things, labor and replacement parts required because of accident, acts of God, neglect, misuse, abuse, failure of electrical power, transportation, and unusual physical or electrical stress. The following are specifically excluded from this Agreement:
  - (1) Operating supplies or accessories, painting or refinishing of the Equipment, or the furnishing of materials for this purpose.
  - (2) Electrical work external to the equipment or maintenance of accessories, alterations, attachments or other devices furnished or not furnished by the Seller unless specifically noted.
  - (3) Equipment which has been modified, altered, added to, improperly repaired, serviced, installed or reinstalled by other than Seller's personnel or Buyer's personnel trained by Seller and authorized to perform service or Equipment used in violation of manufacturer's instructions or causes resulting from other than ordinary use.
7. Access to Equipment: Seller shall have full, free and safe access to the Equipment on each scheduled inspection or emergency service visit. Seller shall also have access to and use of any machine, service, attachments, features, or other operating supplies or accessories necessary to perform the necessary service contemplated herein at no charge to the Seller. Should the Seller be denied access to the Equipment by the Buyer at the agreed upon time, a charge equal to the waiting period times the prevailing Field Engineer hourly rate will be assessed by the Seller and accepted by the Buyer.
8. Excusable Delay: Seller agrees to perform all service in good faith, but Seller has no responsibility or liability for loss or damage by reasons including, but not limited to, delays by suppliers in providing materials, parts, or services; acts of God, fire, flood, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any governmental act, regulation or request, or any other cause or causes beyond the Seller's reasonable control.
9. Limitation of Liability: IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES of any kind including, but not limited to, loss of business, profit, revenue or good will arising from any failure or matter arising under this Agreement, nor shall any claim or recovery of any kind be greater in amount than the purchase price of this Agreement to which such claim or recovery is made.
10. Notice: All written notices, described as such herein, required to be given by either party under this Agreement shall be addressed to the other party at the address shown on the face hereof, or such other address as either party may have designated by written notice to the other. Such notices shall be deemed to have been given on the date such notice is mailed to the other party.
11. Assignment: Seller may assign this Agreement, including its responsibilities and obligations hereunder, to its affiliates, including Seller. This Agreement shall not be assignable by the Buyer by operation of law or otherwise to any third party without the prior written consent of Seller.
12. Equipment Location: If the Buyer changes the location of the Equipment so as to increase Seller's costs, Seller reserves the right at its sole discretion to cancel this Agreement upon ten (10) day notice to Buyer or to increase the amount of charges herein provided.
13. Component Exchange: Seller may, at its sole discretion, exchange or modify components. Only those components that have not been altered by the user in such a fashion as to destroy their intrinsic value will be considered suitable for exchange or modification. Parts exchanged shall immediately become the property of Seller. Replacement parts may be new or refurbished as new at Seller discretion.
14. Termination: Either party may terminate this Agreement by giving SIXTY (60) days prior written notice to the other party. In the event the Agreement is terminated, the Seller shall refund or charge the difference between the selling price of the Agreement and the value of services provided by the Seller from the effective date to the date of termination of the Agreement. Seller shall determine the value of the services provided as the greater of the amount equal to the value of all parts and labor supplied by Seller up to the date of termination

# ADVANCED STERILIZATION PRODUCTS SERVICES, INC.

## SERVICE AGREEMENT

---

calculated at the prices prevailing at the respective dates that such parts and labor were supplied, or, the remaining amortized value of the Agreement.

15. Renewal: This Agreement may be renewed for an additional, successive yearly period by mutual written consent at the then prevailing rates. At the time the Equipment reaches seven (7) years of age and, in the opinion of Seller, an overhaul becomes necessary, an itemized estimate will be presented to the Buyer for approval before the work is started.

16. Merger: This Agreement supersedes any and all prior Agreements, understandings, or arrangements made between parties and relating to the subject matter hereof.

17. Governing Law: This Agreement shall be governed and construed in accordance with the law of the State of Delaware.

18. Coverage: Services and parts not covered by this Agreement are available from the Seller at the then prevailing rates.

The service agreement is subject to and conditional upon pre-inspection of the unit in the event such unit has been out of warranty or not covered under a service agreement for more than 6 months prior to the start date of the Agreement. However, if the unit has been confirmed by Seller to meet Seller's specifications within 90 days prior to the start date of the Agreement, such pre-inspection is not required.

I understand and agree that the present Service Agreement Quotation and the Service Agreement terms and conditions together represent a binding offer on the part of Seller for the products covered in the Service Agreement Quotation ('the Offer') and that my signature on the Offer constitutes irrevocable acceptance of the Offer and the entire agreement between the parties concerning the subject matter of the Offer and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this agreement.