

The following constitute the Terms & Conditions of Sale (“Terms and Conditions”) governing the goods and/or services purchased in accordance to the attached Purchase Order (“Order” or “Purchase Order”) issued for the benefit of SCL Health, and any of its subsidiaries, affiliates or hospitals (these Terms and Conditions together with the Purchase Order shall be referred to herein as the “Contract”) from the seller identified on the Order (the “Seller”). IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ANY OFFER OR ACCEPTANCE OF GOODS (INCLUDING INVOICES OR PURCHASE ORDERS) ARE DEEMED TO INCLUDE THESE TERMS AND CONDITIONS.

1. ORDER/PRICING: The attached Order to which these Terms and Conditions are attached must be accepted by Seller only under the terms and conditions included herein. Sellers not agreeing to these Terms and Conditions must not accept an Order, and Seller’s acceptance of any Order serves as Seller’s acknowledgement and acceptance of these Terms and Conditions. No other terms and conditions included on any other form, including but not limited to a Seller order acknowledgement, order confirmation, invoice, or standard contract will be of no force and effect unless specifically agreed to by both parties in a writing signed by both parties prior to such purchase. An Order must include a complete listing of products covered by such Order with pricing (in Excel format) for all products purchased under such Contract including: catalog number, description, unit of measure, current list price and SCL Health price (the “Price Exhibit”).

2. PRICING DISCLOSURE: The parties acknowledge that the prices set forth on the Price Exhibit may reflect a discounted pricing arrangement and incorporate price concessions to Seller’s standard list price. To the extent these prices reflect a discounted pricing arrangement, such discounts have been negotiated in an arms-length transaction between Seller and SCL Health. This Section is intended to constitute Seller’s statement to SCL Health in a manner reasonably calculated to give notice to SCL Health of its obligations to report such discounted pricing and to provide information upon request by the Secretary of the U.S. Department of Health & Human Services, or any state agency, regarding the existence and value of any such discounted pricing in compliance with federal law and regulations related to the reporting and disclosure of discounts. Seller acknowledges that, by law, SCL Health may be required to disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or certain other health care programs, the cost (including, but not limited to, discounts or any other price reductions) of any product purchased under this Agreement and, on request, provide to the U.S. Department of Health & Human Services and any state agencies, any invoices, coupons, statements, and other documentation reflecting such costs for products. Seller shall fully and accurately report any such discounted pricing on the invoice, coupon or other statement submitted to SCL Health and provide SCL Health with any subsequent documentation reflecting adjustments or allocations related to such discounted pricing. Seller shall provide any additional information requested by SCL Health that SCL Health deems necessary in order to meet its reporting or disclosure obligations. Seller shall refrain from any action or failure to take any action that might impede SCL Health from meeting its abovementioned reporting obligations.

3. ACCEPTANCE: Unless otherwise noted on this or any Order, all Orders may be accepted only by Seller agreeing to deliver the specified goods or services by the specified delivery date according to the applicable terms and conditions. SCL HEALTH ORDERS ARE LIMITED TO THE TERMS AND CONDITIONS SPECIFIED ON THE FACE OF THE ORDER, ANY SCL HEALTH ATTACHMENTS, ANY CONTRACT BETWEEN SELLER AND SCL HEALTH REFERENCED ON THE FACE OF THE ORDER, AND THESE TERMS AND CONDITIONS. SCL HEALTH DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION, OR DELETION BY SELLER. THESE TERMS AND CONDITIONS CAN BE VARIED ONLY BY A WRITING SIGNED BY SCL HEALTH. ANY OTHER STATEMENT OR WRITING OF SELLER SHALL NOT ALTER, ADD TO, OR OTHERWISE AFFECT THESE TERMS AND CONDITIONS. THE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF ANY WRITTEN AGREEMENT BETWEEN SELLER AND SCL HEALTH REFERENCED BY SCL HEALTH ON THIS FACE OF THE ORDER. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE ORDER AND THE TERMS OF ANY SUCH WRITTEN AGREEMENT, THE TERMS OF THE WRITTEN AGREEMENT BETWEEN SELLER AND SCL HEALTH SHALL GOVERN AND CONTROL.

4. PACKING AND SHIPPING: All items must be properly prepared for shipment to secure lowest transportation rates and comply with carrier regulations. No charges will be paid by SCL Health for packing, crating, or cartage unless so stated in the Order. All shipments to be forwarded on one day via one route must be consolidated. Packing sheets, showing order number must be included with each shipment.

5. SHIPMENT OR DELIVERY: Time is of the essence to shipment or delivery and to any other performance required of Seller. Shipment or delivery shall be in accordance with the schedule set out in the Order, and in exact quantities ordered. If it appears Seller will not meet such schedule or if Seller fails to meet such schedule, Seller shall, upon request of SCL Health and in addition to any other rights or remedies provided to SCL Health by laws or under the applicable Order, ship via expedited routing necessary either to meet such schedule or to recover the maximum possible time lost by failure to ship or deliver on schedule, and the difference between the expedited routing and the non-expedited, standard Order routing cost shall be borne by Seller. SCL Health reserves the right to at Seller’s expense return any goods shipped in advance of the schedule set out in the Order.

6. CONSIGNMENT INVENTORY: If any items in the Order constitutes consignment inventory, then the parties shall enter into the appropriate SCL Health Consignment Agreement.

7. INSPECTION: All items are subject to final inspection and acceptance by SCL Health at destination, notwithstanding any prior payment or inspection at source. Acceptance of any items by SCL Health shall not be deemed to alter the obligations of Seller or the rights of SCL Health under the Warranty clause or any other provision of the Order.

8. REJECTION: SCL Health shall notify Seller if any items delivered hereunder are rejected; and at SCLHS's election and Seller's risk and expense, such items shall be returned to Seller. No replacement or correction of rejected items shall be made by Seller unless the prior written approval of SCL Health is obtained.

9. WARRANTY: Seller warrants that all goods delivered hereunder shall be merchantable, fit for their particular purpose and free from defects, whether latent or apparent. Seller warrants that all services performed hereunder shall be performed in a workmanlike and professional manner, free from errors. Seller's warranties shall be enforceable by and transfer to SCL Health upon the purchase hereunder.

10. CHANGES: Any change to an Order or services provided shall require SCL Health prior written approval to a change order. Changes which increase or decrease pricing shall be revised as mutually agreed to in writing.

11. INVOICES/PAYMENT: A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods unless SCL Health and Seller have agreed to do so in writing in advance, and no payment shall be made prior to receipt and acceptance of conforming goods and invoice. Payment terms commence upon receipt of a valid invoice, meaning invoice which materially matches each individual Order. Each invoice must contain the following information: (a) date of service or delivery, (b) physician name (if applicable), (c) product description and manufacturer catalog number for all products used in the case, (d) any and all related fees by line item, and (e) any payment terms that have been mutually agreed upon by the parties. Payment shall be made by SCL Health on the undisputed portions of an invoice within forty-five (45) days of receipt of such valid invoice.

12. RESPONSIBILITY FOR PROPERTY: Unless otherwise provided in this Order, Seller, upon delivery to it or manufacture or acquisition by it of any materials, parts, tooling or other property, the title to which remains with SCL Health, assumes the risk of and shall be responsible for any loss or damage. Seller, pursuant to the provisions of this Order, but in any event upon completion thereof, shall return such property to SCL Health in the condition in which it was received except for reasonable wear and tear and except to the extent that such property has been incorporated in items delivered under this Order, or has been reasonably consumed in performance of work under this Order.

13. INDEMNITY: Seller shall indemnify, hold harmless, and defend SCL Health, its officers, directors, agents, representatives, employees, customers and users of Seller's goods and services from any and all claims (including, without limitation, claims by vendors of SCL Health), liabilities, damages and expenses (including attorneys' fees) arising directly or indirectly from or in connection with any goods and services supplied under this Order. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity shall survive delivery and acceptance of goods or services.

14. INSURANCE:

(A) Prior to performing the work under this Contract, Seller shall furnish to SCL Health Certificate(s) of Insurance evidencing the following minimum insurance coverage by Seller each on an occurrence-based form: (a) Workmen's Compensation: Statutory Limits; (b) Employer's Liability: \$1,000,000; (c) General Liability Insurance: Combined Single Limit of \$3,000,000 per occurrence and annual aggregate per location; such insurance shall be in broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability; and (d) Excess Liability Insurance above said Employer's Liability and General Liability with a combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence.

(B) Seller shall furnish SCL Health with certificates of insurance evidencing insurance for the types and in the amounts required by SCL Health before the commencement of any work on SCL Health premises. All such insurance certificates shall provide that such insurance shall not be cancelled or amended without thirty days prior written notice to SCL Health and shall be with insurance companies reasonably satisfactory to SCL Health. Insurance shall be maintained for the period specified by SCL Health or so long as work on the premises is ongoing, if no period is specified.

15. INTELLECTUAL PROPERTY: Seller warrants that all goods and services supplied under the Order shall not infringe on any third party's patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary right. Seller shall at its own expense defend, indemnify and hold SCL Health, its officers, directors, agents, representatives, employees, customers and users of Seller's goods and services harmless from any and all claims, liabilities, damages, and expenses (including attorneys' fees) by virtue of any claimed infringement of patents, copyrights, trade secrets, trade names, trademarks, service marks, or other proprietary right in connection with goods or services supplied under the Order.

16. TITLE AND RISK OF LOSS: Seller represents and warrants title to all goods sold and bears the risk of loss or damages to the items purchased under the Order until they are delivered and, if applicable, installed, in conformity with the Order at the f.o.b. point specified in the Order and, upon such delivery, title shall pass from Seller to SCL Health and Seller's responsibility for loss or damage shall cease except as provided for herein including, without limitation, for loss or damages resulting from Seller's negligence, willful misconduct or Seller's indemnification obligations. Passing of title shall not constitute acceptance of the items by SCL Health.

17. LIMITATION OF LIABILITY: Neither party shall be liable for, and each party hereby waives and releases any claims against the other party for, any special, punitive, incidental or consequential damages, including but not limited to lost revenues and lost profits, even if advised of the possibility of such damages and whether based on contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise. Notwithstanding the foregoing or any other provision of this Contract, nothing in this Contract shall be limit a party's liability to the other party for any breach of confidentiality or indemnification obligations hereunder, or for a violation of law, gross negligence or willful misconduct.

18. CONFIDENTIALITY: This Contract, the work to be performed, any information (including any technical information, experience or data) regarding SCL Health's products, employees, prices, plans, programs, processes, costs, equipment, operations or customers which may be disclosed to, or come within the knowledge of, Seller, its employees and agents in the performance of this Contract shall be deemed confidential and shall not be used by Seller nor revealed by Seller to any third party not expressly necessary for the completion of the Order unless permission is first obtained in writing from SCL Health.

19. LEGAL COMPLIANCE: Seller represents and warrants that it shall comply with all applicable laws, rules, regulations and ordinances in performance of the Contract and all goods and services supplied under the Order shall comply with all applicable laws, rules, regulations and ordinances and Seller will maintain all necessary permits, certificates and license required to perform the services and provide the goods purchased hereunder.

20. TERMINATION: SCL Health may terminate all or any portion of the Order at any time by giving notice to Seller prior to delivery in full by Seller. In the event of such termination, SCL Health's liability shall be the lesser of: (a) if items have not been produced or production has not yet begun, no amount, (b) if items are in production but not completed, the documented market price for raw materials, components, and any identified work in progress specifically for SCL Health, or (c) if items are completed and in Seller's inventory, the price on the Order per finished unit, after giving effect to any discount SCL Health would otherwise be entitled to and any reduction as a result of Seller's ability to mitigate its damages. In the event of termination of any separate services specifically ordered, liability shall be the prorated amount for the services rendered and accepted prior to termination. If any hourly or other time-based rate for services is specified in the Order, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Seller shall, unless otherwise directed by SCL Health, cease work and follow SCL Health's directions as to disposal of work in progress and finished goods. THE FOREGOING STATES SCL HEALTH'S ENTIRE LIABILITY FOR TERMINATION.

21. CONFLICT OF INTEREST: Seller certifies that no major stockholder, director, officer or management personnel employed by Seller is known to be related to any member of any SCL Health Board of Directors, officer or director of SCL Health or any of its affiliates, subsidiaries or hospitals. Seller represents and warrants that no physician or physician group has any ownership or interest in Seller, or ownership or interest by a physician's immediate family in Seller, where such physician or physician group has privileges at an SCL Health facility. Seller acknowledges and agrees that any such ownership provided for in this section is required to be disclosed on the SCL Health Vendor Stark Certification Form. Seller represents and warrants that it will be responsible for immediately updating such certification and delivering it to SCL Health Chief Compliance Officer if a physician or physician group's ownership or interest in Seller changes at any time.

22. GENERAL: If any provision of these Terms and Conditions is determined by a court to be invalid or unenforceable, in whole or part, such determination will not affect any of the other provisions or the valid portion of a partially stricken provision, each of which will be construed and enforced as if such invalid or unenforceable provision or portion thereof was not contained herein. At no time will either party hold itself out to be the agent, employee, lessee, sublessee, partner, or joint venturer of the other Party and the Parties agree that they are dealing with each other as independent contractors and these Terms and Conditions do not create an agency, partnership, joint venture, or employment relationship. Seller shall remain fully responsible for all work performed by subcontractors, subvendors, or subsuppliers. Neither party shall be liable for delays caused by unforeseen conditions beyond such party's reasonable control, including strikes, provided notice thereof is given to the other party as soon as practicable but no later than 48 hours after the start of the event causing the delay. Seller shall not assign the Order or any rights hereunder, nor delegate any duties, without first securing the written approval of SCL Health and any attempts to do so will render the Order void. Seller shall incorporate these Terms and Conditions on any order or subcontract approved by SCL Health and procured from third parties pertaining to the Order. These Terms and Conditions and all conditions and provisions hereof are intended to be and being for the sole and exclusive benefit of the parties and their respective successors and permitted assigns, and for the benefit of no other person. The headings set forth herein are included for convenience of reference only and in no way define or delimit any of the provisions hereof or otherwise affect their construction or effect. The remedies specified in these Terms and Conditions shall be cumulative, nonexclusive and in addition to any other remedies available at law or in equity. No waiver of any default by either party shall act as a waiver of a subsequent or different default.

23. INTERPRETATION & ACCEPTANCE: This Order shall be interpreted and governed by the laws of the State of Colorado. Unless otherwise provided, it is agreed that purchases are made on the terms, conditions and warranties contained here, and that to the extent of any conflict the same take precedence over any terms and conditions which may appear on Seller's Invoice, Purchase Order or any documentation. In the absence of written acceptance of these terms, acceptance of or any payment for any of the material covered hereby shall constitute an acceptance of these Terms and Conditions. No modification or addition to this contract shall be effected by any the acknowledgment or acceptance by SCL Health of any purchase order, acknowledgment, release or other forms submitted by Seller containing other or different terms or conditions.