

Purchase Order Terms and Conditions Equipment Purchase, Trial or Evaluation

These Purchase Order Terms and Conditions (these **Terms**) apply to each purchase order (each, a **Purchase Order**) issued by Good Shepherd Rehabilitation Network or an affiliate identified in the applicable Purchase Order (**Buyer** or **GSRN**) to the seller or vendor identified in the Purchase Order (**Seller**). These Terms govern Buyer's purchase, trial, evaluation, rental, loan, use, installation, training, maintenance, support, and/or return of equipment, software, firmware, accessories, supplies, documentation, and related services (collectively, **Equipment**), as applicable.

The Purchase Order and these Terms are collectively the **Agreement**. If Buyer and Seller have entered into a separate written agreement signed by authorized representatives of both parties that expressly governs the applicable Equipment or transaction, that agreement will control solely to the extent of a direct conflict. Buyer expressly rejects, and will not be bound by, any additional or different terms contained in any quotation, proposal, acknowledgement, invoice, shrink-wrap, click-wrap, delivery document, website, or other Seller communication unless Buyer expressly accepts those terms in a writing signed by an authorized Buyer representative.

1. Acceptance; Priority of Terms

Seller accepts the Purchase Order and these Terms by acknowledging the Purchase Order, shipping or delivering any Equipment, beginning performance, providing access to software, or accepting payment. Seller's acceptance is limited to the express terms of this Agreement.

In the event of a conflict, the following order of precedence will apply: (a) a separately signed written agreement that expressly supersedes these Terms for the applicable transaction; (b) the Purchase Order; (c) these Terms; and (d) Buyer-approved specifications, statements of work, or other written requirements. Seller is responsible for the acts and omissions of its subcontractors, suppliers, personnel, and agents as if they were Seller's own.

2. Transaction Type; Evaluation and Trial Equipment

The applicable Purchase Order will identify whether Equipment is being acquired for purchase, rental, loan, trial, demonstration, or evaluation. If a Purchase Order does not expressly state otherwise, Equipment provided for trial, demonstration, loan, or evaluation will be deemed **Evaluation Equipment** and will be provided at no charge.

2.1 Evaluation Period

Seller will provide Evaluation Equipment to Buyer beginning on the delivery date and continuing for the period specified in the Purchase Order or, if no period is specified, for *[EVALUATION PERIOD]* (the **Evaluation Period**). Buyer may use Evaluation Equipment in its ordinary operations, including patient-care, clinical, testing,

training, and administrative settings, subject to applicable law and the terms of this Agreement.

2.2 No Purchase Obligation

Buyer has no obligation to purchase, lease, license, or otherwise acquire Evaluation Equipment or related products or services. Buyer may discontinue its evaluation, return the Evaluation Equipment, or require Seller to remove it at any time, with or without cause, upon written notice to Seller. Buyer will not be responsible for any evaluation fee, restocking fee, removal fee, shipping charge, or other charge unless expressly stated in the Purchase Order and approved in writing by Buyer.

2.3 Evaluation Equipment Title and Risk

Title to Evaluation Equipment will remain with Seller unless and until Buyer purchases the applicable Equipment under a Purchase Order. Seller bears all risk of loss of or damage to Evaluation Equipment during shipment, delivery, installation, removal, and return, except to the extent loss or damage is caused by Buyer's gross negligence or willful misconduct. Buyer will exercise reasonable care in using Evaluation Equipment consistent with Seller's written instructions and ordinary clinical or operational use.

2.4 Removal and Return

At the end of the Evaluation Period, or earlier upon Buyer's request, Seller will promptly, and in no event later than ten (10) business days after notice, remove and retrieve Evaluation Equipment at Seller's sole cost and risk. Seller will perform removal in a manner that minimizes disruption to Buyer's operations and will repair, at its expense, any damage to Buyer's facilities, systems, or property caused by

Purchase Order Terms and Conditions

Equipment Purchase, Trial or Evaluation

delivery, installation, use, removal, or retrieval of the Evaluation Equipment. Buyer may continue to use Evaluation Equipment until Seller retrieves it, without additional charge, unless Buyer elects otherwise in writing.

3. Equipment; Delivery; Installation

Seller will provide Equipment that fully conforms to the Purchase Order, this Agreement, all applicable specifications, documentation, samples, demonstrations, and Seller representations. Equipment includes all components, accessories, consumables, software, firmware, licenses, documentation, training, installation materials, and services necessary for the Equipment to function as intended for its ordinary and disclosed intended uses, whether or not separately itemized in the Purchase Order.

Seller will deliver Equipment on the date, to the location, and in the quantities specified in the Purchase Order. Time is of the essence. Seller will promptly notify Buyer in writing of any actual or anticipated delay and provide a recovery plan acceptable to Buyer. Buyer may cancel all or part of a Purchase Order without liability if Seller fails to meet a required delivery date.

Unless the Purchase Order states otherwise, delivery will be DDP (Incoterms 2020) Buyer's designated location, with Seller responsible for all packaging, freight, insurance, duties, taxes, and other delivery-related costs. Seller will package Equipment appropriately to prevent damage and to comply with applicable carrier, safety, and regulatory requirements.

If installation, integration, configuration, calibration, training, or other services are included or reasonably necessary, Seller will provide them in a professional and workmanlike manner through properly trained and qualified personnel. Seller will coordinate all on-site work with Buyer, comply with Buyer's reasonable site, safety, security, infection-control, and patient-care requirements, and avoid unnecessary interruption to Buyer's operations.

4. Inspection; Acceptance; Rejection

Buyer may inspect, test, and evaluate Equipment at any time before or after delivery, installation, or use. Payment, use, inspection, or acceptance of Equipment will not waive any warranty or other Buyer right or remedy.

Equipment will not be deemed accepted until Buyer provides written acceptance or, for purchased Equipment, until thirty (30) days after completion of delivery, installation, and any required testing, whichever is later. Buyer may reject Equipment that does not conform to this Agreement, and Seller will, at Buyer's election and at no cost to Buyer, promptly repair, replace, reperform, remove, retrieve, or refund the nonconforming Equipment. Buyer may return rejected Equipment at Seller's cost and risk, or require Seller to retrieve it promptly.

5. Prices; Invoices; Payment

The prices stated in the Purchase Order are firm, fixed, and inclusive of all costs, including packaging, shipping, insurance, installation, training, travel, expenses, licenses, royalties, and taxes, except sales or use taxes that Buyer is legally required to pay and that are separately stated on Seller's invoice. Seller will not increase prices or impose any additional charge without Buyer's prior written approval.

Seller may invoice only after Equipment has been delivered and accepted, or services have been completed and accepted, unless the Purchase Order expressly provides otherwise. Each invoice must reference the applicable Purchase Order number and provide sufficient detail to permit verification. Buyer will pay undisputed amounts within forty-five (45) days after receipt of a correct invoice. Buyer may withhold disputed amounts while the parties work in good faith to resolve the dispute.

6. Title; Risk of Loss; Security Interests

For purchased Equipment, title will pass to Buyer upon the earlier of Buyer's acceptance or payment, free and clear of all liens, claims, and encumbrances. Risk of loss or damage will remain with Seller until Buyer accepts the Equipment. Seller will not retain, and hereby waives, any security interest, lien, or other interest in purchased Equipment after title passes to Buyer.

7. Software and Licenses

To the extent Equipment includes or requires software, firmware, cloud services, data, updates, or documentation, Seller grants Buyer and its affiliates, personnel, contractors, and permitted users a perpetual (or, for subscription services, for the applicable subscription term), irrevocable except for Buyer's uncured material breach, worldwide,

Purchase Order Terms and Conditions

Equipment Purchase, Trial or Evaluation

non-exclusive, transferable to a successor in connection with a merger, sale, or transfer of Buyer's applicable operations, sublicensable to Buyer's service providers, fully paid-up license to use, execute, display, reproduce, maintain, support, and make reasonable archival copies of such items as necessary for Buyer's use of the Equipment and its operations.

Seller will provide all updates, patches, fixes, and revisions required for the Equipment to operate safely and in conformity with this Agreement during the applicable warranty period and any purchased support term. Seller will not remotely disable, materially limit, or interfere with Buyer's use of Equipment without Buyer's prior written consent, except as required by applicable law or to address an immediate and material cybersecurity threat, in which case Seller will give Buyer prompt notice and cooperate to minimize operational disruption.

8. Seller Warranties

Seller represents, warrants, and covenants that:

(a) it has full authority to enter into and perform this Agreement and to provide the Equipment and all associated rights;

(b) the Equipment will be new, unless the Purchase Order expressly permits otherwise; free from defects in design, materials, workmanship, and title; and of merchantable quality;

(c) the Equipment will conform to this Agreement, Seller's published specifications and documentation, approved samples or demonstrations, and all applicable laws, regulations, standards, and requirements;

(d) the Equipment will be fit for its ordinary purpose and for any particular purpose disclosed by Buyer to Seller;

(e) the Equipment, including all software and firmware, will perform in accordance with its documentation and specifications and will be compatible with the systems and environments identified in the Purchase Order or otherwise disclosed by Buyer;

(f) the Equipment will be free of viruses, malware, disabling code, time bombs, back doors, and other harmful code or mechanisms;

(g) Seller will perform all services in a professional and workmanlike manner using appropriately trained, qualified, and supervised personnel; and

(h) Buyer's possession, use, and receipt of the Equipment and related services will not infringe, misappropriate, or otherwise violate any intellectual property, privacy, publicity, or other proprietary right of any third party.

These warranties will survive inspection, acceptance, payment, delivery, installation, and expiration or termination of this Agreement. Unless a longer period is stated in the Purchase Order, Seller's warranties will continue for at least one (1) year after Buyer's acceptance of purchased Equipment and throughout the Evaluation Period for Evaluation Equipment. Seller will promptly correct any breach of warranty at no cost to Buyer, including all labor, materials, shipping, removal, reinstallation, and testing costs. These remedies are cumulative and do not limit Buyer's other rights or remedies.

9. Regulatory Compliance; Safety; Recalls

Seller will comply with all laws, regulations, rules, codes, standards, and regulatory requirements applicable to the Equipment, Seller's performance, and Seller's personnel, including, as applicable, requirements of the U.S. Food and Drug Administration, Federal Communications Commission, Occupational Safety and Health Administration, Centers for Medicare & Medicaid Services, and state and local authorities.

Seller represents that all required regulatory approvals, registrations, clearances, certifications, licenses, and labeling are current and valid. Seller will immediately notify Buyer of any safety notice, recall, correction, market withdrawal, adverse event, regulatory action, material defect, or other issue that may affect the safety, performance, regulatory status, availability, or lawful use of any Equipment. Seller will coordinate and complete all required corrective actions at its expense and in a manner

Purchase Order Terms and Conditions

Equipment Purchase, Trial or Evaluation

that minimizes disruption to Buyer's operations and patient care.

10. Privacy; Security; Protected Health Information

If Seller or the Equipment creates, receives, maintains, transmits, accesses, or otherwise processes Buyer data, including protected health information, personally identifiable information, payment-card information, or other confidential information, Seller will comply with all applicable privacy and data-security laws and Buyer's reasonable written information-security requirements.

Before Seller accesses or processes protected health information on Buyer's behalf, the parties will enter into a business associate agreement meeting the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended (**HIPAA**), if required by HIPAA. Seller will implement and maintain appropriate administrative, technical, and physical safeguards designed to protect Buyer data from unauthorized access, use, disclosure, alteration, loss, or destruction, and will notify Buyer without undue delay, and in no event later than forty-eight (48) hours after discovery, of any actual or reasonably suspected security incident involving Buyer data.

11. Confidentiality

Each party may receive nonpublic information of the other party that is identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). The receiving party will use the disclosing party's Confidential Information solely to perform or exercise its rights under this Agreement, protect it using at least reasonable care, and disclose it only to its personnel, affiliates, contractors, and advisors who have a need to know and are bound by confidentiality obligations at least as protective as those in this Section.

Confidential Information does not include information that the receiving party can demonstrate: (a) was lawfully known to it without a confidentiality restriction before disclosure; (b) becomes publicly available through no breach of this Agreement; (c) is lawfully received from a third party without breach of a confidentiality obligation; or (d) is independently developed without use of the

disclosing party's Confidential Information. A receiving party may disclose Confidential Information if required by law, subpoena, or court order, provided it gives prompt advance notice, where legally permitted, and reasonably cooperates with the disclosing party to seek protective treatment.

Upon request or termination of this Agreement, the receiving party will return or securely destroy the disclosing party's Confidential Information, except for copies retained pursuant to routine backup procedures or legal retention requirements, which will remain subject to this Section. This Section will survive for five (5) years after termination of this Agreement; provided that trade secrets and protected health information will be protected for so long as applicable law requires or the information remains a trade secret.

12. Intellectual Property; Ownership

Each party retains ownership of its pre-existing intellectual property. To the extent Seller develops any deliverables, configurations, documentation, interfaces, customizations, reports, or other work product specifically for Buyer under a Purchase Order (**Deliverables**), the Deliverables will be works made for hire to the maximum extent permitted by law and will be owned exclusively by Buyer upon creation. To the extent any Deliverable does not qualify as a work made for hire, Seller hereby irrevocably assigns to Buyer all right, title, and interest in and to the Deliverable, including all intellectual property rights.

Seller will obtain from its personnel and subcontractors all assignments, waivers, consents, and other rights necessary to give effect to this Section, including waivers of moral rights to the extent permitted by law. Seller will execute, and cause its personnel to execute, documents reasonably requested by Buyer to evidence, perfect, or enforce Buyer's ownership rights. To the extent Seller-owned materials are incorporated in a Deliverable or are necessary for Buyer to use a Deliverable, Seller grants Buyer the license set forth in Section 7.

13. Indemnification

Seller will defend, indemnify, and hold harmless Buyer, its affiliates, and their respective trustees, directors, officers, employees, agents, patients, and representatives from and

Purchase Order Terms and Conditions

Equipment Purchase, Trial or Evaluation

against all claims, demands, actions, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to: (a) bodily injury, death, or damage to tangible property caused by the Equipment or Seller's acts or omissions; (b) Seller's breach of this Agreement, including any warranty; (c) Seller's negligence, gross negligence, willful misconduct, or violation of law; (d) any claim that the Equipment, Deliverables, or Buyer's use of them infringes, misappropriates, or violates a third party's rights; or (e) a security incident, unauthorized disclosure, or breach of privacy obligations caused by Seller or the Equipment.

If any Equipment is, or in Buyer's reasonable judgment is likely to be, subject to an infringement claim, Seller will promptly, at Buyer's option and expense, procure for Buyer the right to continue using it, replace or modify it so that it becomes non-infringing without materially reducing functionality, or refund all amounts paid by Buyer for the affected Equipment and reimburse Buyer for reasonable replacement, transition, and implementation costs. Seller may not settle any claim in a manner that admits fault by, imposes an obligation on, or restricts the rights of Buyer without Buyer's prior written consent.

14. Insurance

During the term of this Agreement and for at least two (2) years thereafter, Seller will maintain insurance with reputable insurers and limits sufficient to cover its obligations under this Agreement, including commercial general liability insurance, product liability insurance, professional liability/errors and omissions insurance where applicable, cyber/privacy liability insurance where Seller accesses or processes Buyer data, workers' compensation insurance as required by law, and automobile liability insurance where applicable. Upon request, Seller will provide certificates of insurance evidencing the required coverage. Seller's insurance will not limit Seller's liabilities under this Agreement.

15. Buyer Property; Site Requirements

Seller will use Buyer property, facilities, systems, and information solely as necessary to perform under this Agreement and will return them promptly upon request. Seller will comply with all reasonable Buyer policies and procedures disclosed to Seller, including those relating to

safety, security, privacy, infection prevention, access controls, identification badges, and conduct on Buyer premises.

Seller will ensure that its personnel are appropriately screened, trained, licensed, vaccinated, and credentialed to the extent required by applicable law or Buyer's reasonable policies. Buyer may deny or revoke site access for any Seller personnel in its discretion, and Seller will promptly provide a suitable replacement if necessary.

16. Termination; Remedies

Buyer may terminate a Purchase Order or this Agreement, in whole or in part, for convenience upon written notice to Seller. For purchased Equipment, Buyer will pay Seller only for conforming Equipment and services accepted by Buyer before the effective date of termination, less any amounts previously paid. Seller will not be entitled to lost profits, consequential damages, unabsorbed overhead, or termination charges.

Either party may terminate this Agreement or an affected Purchase Order for material breach if the other party fails to cure the breach within ten (10) days after receiving written notice, except that Buyer may terminate immediately if Seller's breach cannot be cured, creates a material patient-safety, privacy, cybersecurity, regulatory, or operational risk, or involves fraud, willful misconduct, or repeated breach.

Termination will not affect rights or obligations that accrued before termination. Sections that by their nature should survive will survive, including Sections 5 (to the extent of unpaid accepted amounts), 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, and 18.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUYER WILL NOT BE LIABLE TO SELLER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, REVENUE, BUSINESS OPPORTUNITY, OR DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

Purchase Order Terms and Conditions

Equipment Purchase, Trial or Evaluation

Nothing in this Agreement limits Seller's liability for: (a) its indemnification obligations; (b) breach of confidentiality, privacy, or data-security obligations; (c) infringement, misappropriation, or violation of intellectual property rights; (d) gross negligence, willful misconduct, fraud, or violation of law; (e) bodily injury, death, or property damage; or (f) amounts payable under Seller's insurance coverage.

18. General

18.1 Independent Contractors

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, fiduciary, employment, agency, or other relationship between the parties. Seller has no authority to bind Buyer.

18.2 Assignment

Seller may not assign, delegate, subcontract, or transfer this Agreement or any Purchase Order, whether by operation of law or otherwise, without Buyer's prior written consent. Any attempted assignment in violation of this Section is void. Buyer may assign this Agreement to an affiliate or successor in connection with a merger, reorganization, sale of assets, or transfer of operations.

18.3 Force Majeure

Neither party will be liable for delay caused by events beyond its reasonable control, excluding payment obligations; provided that the affected party promptly notifies the other party and uses diligent efforts to mitigate the impact. Seller's supply-chain issues, labor shortages, subcontractor failures, and inability to obtain materials will not excuse performance unless caused by a qualifying force majeure event. If a force majeure event delays Seller's performance for more than ten (10) days, Buyer may

obtain substitute goods or services or terminate the affected Purchase Order without liability.

18.4 Notices

All notices required or permitted under this Agreement must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified or registered mail (return receipt requested), or email with confirmation of receipt, to the addresses or email addresses stated in the Purchase Order or subsequently designated in writing. Notices will be effective upon receipt.

18.5 Governing Law; Venue

This Agreement and each Purchase Order will be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Lehigh County, Pennsylvania for any action arising out of or relating to this Agreement, and each party waives any objection based on inconvenient forum.

18.6 Compliance with Laws; Anti-Corruption

Each party will comply with applicable laws in performing this Agreement. Seller will not offer, provide, solicit, or accept any improper payment, gift, benefit, or other thing of value in connection with this Agreement or Buyer's business, and will comply with all applicable anti-kickback, anti-bribery, and healthcare-fraud-and-abuse laws.

18.7 Waiver; Severability; Remedies

A waiver is effective only if in writing and signed by the waiving party. A failure or delay to exercise a right is not a waiver. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in effect. Except where expressly stated otherwise, all rights and remedies are cumulative.