TERMS AND CONDITIONS OF SALE

COMPLETE AGREEMENT

These Terms and Conditions of Sale ("Terms") apply to the sale by Olympus America Inc. ("Olympus") to the buyer ("Buyer") of medical and surgical products ("Product" or "Products"), unless otherwise agreed in a separate written agreement. Olympus expressly conditions its sale of the Products on Buyer's agreement to these Terms, notwithstanding any different or additional terms contained in any purchase order, or other terms proposed by Buyer, which terms are expressly rejected by Olympus, consistent with Article 2 of the Uniform Commercial Code ("UCC"). Buyer accepts and agrees to these Terms upon ordering the Products. Olympus and Buyer may each be referred to herein as a "Party" or collectively as the "Parties."

PRICES

Buyer will pay all applicable taxes (other than Olympus' income tax) and similar governmental fees arising from this transaction. Buyer will provide applicable tax exemption certificates to Olympus upon request. Buyer has no right to any discount, deduction, best price, or technology upgrade, without Olympus' prior written approval.

PAYMENT

Payment is due thirty (30) days from the invoice date, subject to available credit under Olympus' credit policy. Buyer agrees to pay reasonable collection costs, expenses and reasonable attorneys' fees incurred by Olympus for the collection of any amount due and unpaid. If Buyer fails to pay timely, Olympus may suspend or cancel future deliveries of ordered Products. Buyer has no right to any cover, set-off, or withholding, without Olympus' prior written approval.

SECURITY INTEREST AND TRANSFER OF TITLE

Olympus retains a security interest in the Products until payment in full is received by Olympus.

DELIVERY

The Products will be shipped "F.O.B. shipping point," as defined in UCC Section 2-319. Olympus has the right to determine the carrier, method and routing of shipment. Time for delivery is not of the essence. All shipping damage claims must be made directly to the carrier.

INSPECTION AND ACCEPTANCE

Buyer will inspect the Products promptly upon receipt for non-conformity for quality, quantity, and damages. Use of the Products, or failure to reject for non-conformity within fourteen (14) days of receipt of the Products, shall constitute acceptance of the Products by Buyer. Buyer's rejection of Products on a purchase order will not constitute a rejection of Buyer's entire purchase order unless all Products on a purchase order are rejected. Any Products on a purchase order that Buyer does not reject will be paid for in accordance with these Terms.

CANCELLATIONS AND RETURNS

Cancellations or changes to orders by Buyer require Olympus' prior written consent. Products have a return period of up to ninety (90) days from the date of invoice. For a return to be processed, Buyer must request a Return Material Authorization ("RMA"), which Buyer shall submit with the returned Products pursuant to the Olympus Return Goods Policy, available at: https://medical.olympusamerica.com/customer-resources/customer-information.

SOFTWARE OWNERSHIP

Buyer acknowledges and agrees that Olympus or, in applicable instances, Olympus's licensors, retain the entire right, title, and interest in and to the intellectual property (including without limitation all copyrights) related to any item of software and related documentation which Olympus provides to Buyer. Buyer shall not itself, or grant others a right to (a) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of any such software, or (b) remove, obscure, or alter any copyright, trade secret, trademark, patent, or other proprietary rights notice affixed to or displayed on any such software or related documentation, or affixed to or printed on any of its factory packaging.

WARRANTY

Olympus warrants exclusively to Buyer that each Product sold will be free from defects in material and workmanship under normal use, in accordance with applicable labeling and operating instructions, pursuant to the Olympus Limited Warranty (the "Limited Warranty") available at: https://medical.olympusamerica.com/customer-resources/customer-information. The Limited Warranty will apply only if: (i) the delivered Product, including, without limitation, Product labels, is not altered or damaged and is properly installed, stored, handled, maintained and used in accordance with the Product's normal usage and any Olympus published instructions; and (ii) Buyer notifies Olympus of the defect in writing not more

than one (1) year from the date of invoice and not more than thirty (30) days after Buyer first learns of the defect. The Olympus Limited Warranty does not apply to any third-party product sold by Olympus and the third-party manufacturer's warranty for such third-party products shall pass through to the Buyer. THE LIMITED WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASER OF PRODUCTS PURCHASED DIRECTLY FROM OLYMPUS OR FROM AN AUTHORIZED OLYMPUS DISTRIBUTOR. EXCEPT FOR THE LIMITED WARRANTY, OLYMPUS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS COVERED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

LIMITATION OF LIABILITY

IN NO EVENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THESE TERMS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING FOR, WITHOUT LIMITATION: DELAYED SHIPMENT, LOSS OF PROFITS, SAVINGS, OR REVENUE; DAMAGE TO REPUTATION; LOSS OF USE OF A PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE GOODS, EQUIPMENT, FACILITIES OR SERVICES; DOWNTIME; OR THE CLAIMS OF THIRD PARTIES, INCLUDING BUYER'S CUSTOMERS.

COMPLIANCE WITH LAWS AND MANUALS

Buyer will comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to its business and activities. Buyer will follow and comply with all Olympus instructions and manuals applicable to the Products.

EXPORT OF OLYMPUS PRODUCTS / TRADE COMPLIANCE

The export from the United States of certain Olympus products and technology to certain countries is specifically prohibited by the Export Administration Act of 1979, as amended. The export of all Olympus products and technology must be in accordance with all applicable laws, rules and regulations including without limitation the applicable provisions of the United States Export Administration Regulations and the Export Regulations of the United States Department of Defense. Buyer's purchase of the Products is intended for Buyer's own use, not for resale, export, reexport, or transfer. Buyer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions including, but not limited to, the U.S. Export Administration Regulations, sanctions administered and enforced by the U.S. Treasury and State Departments, and U.S. antiboycott laws. The Products may not be used, sold, leased, exported, imported, reexported, or transferred except in compliance with such laws.

DISCOUNT DISCLOSURE

The dollar value of any discounts and rebates provided by Olympus to Buyer are intended to be reductions in price in accordance with 42 U.S.C. Section 1320a-7b(b)(3)(A) and 42 C.F.R. Section 1001.952(h). Buyer has an obligation to accurately record and may have an obligation to report all such reductions in purchase price to the Department of Health and Human Services ("HHS") or other federal agency, state agencies, or other payers, as applicable. Buyer may also be required to submit other information required by 42 C.F.R. Section 1001.952(h) to HHS or other federal agencies, state agencies, or other payers, as applicable, upon request.

FDA REPORTING

If Buyer files with the U.S. Food and Drug Administration ("FDA") an FDA Form 3500A or a similar form or medical device report under the Federal Safe Medical Devices Act, or any similar statute or regulation, with respect to a Product or any part of a Product, then Buyer will simultaneously provide a copy of the form or report to Olympus America Inc., attn: MSG Regulatory Affairs, 3500 Corporate Parkway, Center Valley, PA 18034.

FORCE MAJEURE AND SHORTAGES

The Parties will not be liable for loss or damage of any kind resulting from any delay in delivery or failure to otherwise carry out their obligations under these Terms due to unforeseen states of "impracticability," as defined in UCC Section 2-615. Notwithstanding, no such event will relieve Buyer of its obligations to make payments for other deliveries under these Terms. Olympus reserves the right, in its sole judgment and without liability to Buyer, to allocate its available production capacity and Product inventories as may be necessary or equitable in the event of any shortages of production capacity or Products at any time.

WAIVER

Olympus' waiver of a right or obligation under these Terms on one occasion will not constitute a waiver of any future exercise of that right.

THIRD PARTY BENEFICIARIES

Nothing in these Terms is intended to benefit any person or entity other than Buyer and Olympus.

ASSIGNMENT

Buyer's rights and obligations set forth in these Terms may not be assigned without Olympus' prior written consent.

CHOICE OF LAW

These Terms, and any related claims or disputes, will be governed by laws of the Commonwealth of Pennsylvania, without giving effect to its principles of conflict of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply. Any claim or legal action arising under these Terms will be commenced and maintained in the state or federal court located in the Commonwealth of Pennsylvania, Lehigh County, or U.S. District Court for the Eastern District of Pennsylvania, respectively. The Parties agree to appear and consent to such jurisdiction and waive any objections as to venue. Both Parties waive their respective right to a trial by jury in any actions relating to Products purchased under these Terms.

ENTIRE AGREEMENT

These Terms constitute the entire agreement between the Parties regarding the subject matter and can only be modified or changed in writing and signed by authorized representatives of each Party. If any clause or portion of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions will remain in full force and effect.

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