

**Guerbet LLC Sales Agreement
Terms and Conditions of Purchase**

I. Definitions

- a. Seller means Guerbet LLC, its subsidiaries, and/or affiliates.
- b. Customer means the legal entity purchasing goods under this Agreement.

II. Confidentiality. The terms of this Agreement and the pricing offered by Seller are confidential, proprietary, and private. All information contained in this Agreement is intended only for the use of the parties to the Agreement. Except as may be required by law, Customer agrees not to disclose this Agreement or its terms to any person other than the Customer's personnel on a need-to-know basis without the prior written consent of Seller. The parties acknowledge and agree that any unauthorized disclosure of this Agreement or the information in it by the Customer will be damaging and harmful to Seller and shall entitle Seller to seek any available remedies for breach, including injunctive relief without the requirement of bond. To the extent Customer or any of its representatives are requested or required (orally or in writing, by interrogatory, subpoena, civil investigatory demand or any similar process relating to any legal proceeding, investigation, hearing or otherwise) to disclose any confidential information, Customer will provide Seller with prompt notice in advance of such disclosure so that Seller may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement, and Customer shall cooperate with Seller in pursuing any such course of action. In the event that such protective order or other remedy is not obtained, Customer will furnish only such information as Customer is legally required to disclose and will exercise its best efforts to obtain assurance that confidential treatment will be accorded to any information which it is required to disclose.

III. Pricing. Pricing does not include customs duties or sales, use, excise, or other similar taxes. The Customer shall pay all taxes and any personal property taxes or other similar taxes assessable on products after delivery to the carrier. Customer shall provide Seller with appropriate documentation of Customer's tax-exempt status, if applicable. Credit requests for discrepancies in pricing must be made within 12 months from the date of invoice in order to be considered by Seller. Credit requests for discrepancies in freight, taxes, rebates, and other monetary amounts must be made within 90 days from the date of invoice in order to be considered by Seller. Unless specified otherwise, all products will be invoiced at the current price then in effect.

IV. Ordering

- a. Product availability for direct purchases and/or indirect purchases may vary at any time and is not guaranteed by Seller.
- b. All direct purchases are subject to a 3% direct order fee.
- c. Direct Order Value Requirements. For all direct purchases of products, a \$90 fee per order will be assessed on any single order for a total value lower than \$500.
- d. Excusable Delays. If the performance of any obligation, except payment of moneys due, is prevented, delayed, restricted, or interfered with in any way by reason of any Act of God, fire, flood, explosion, failure of machinery, strikes, lockouts, or labor trouble, supply of fuel, power, materials, containers or transportation, or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the party to whom the performance is due, shall be excused from such performance to the extent of such interference. Each party shall use reasonable efforts to remove or resolve such interference with performance as promptly as reasonably possible.

V. Payment Terms. Payment shall be due and payable in full thirty (30) days after date of invoice. Seller hereby reserves a security interest in the goods sold hereunder and proceeds thereof to secure the purchase price of such goods. Service charges equal to the lesser of one and one half (1 ½) percent a month or the maximum permitted under applicable law may be charged on past due amounts. Seller may change such payment terms at any time upon 90 days' notice to Customer, but in no event shall the payment terms be less favorable than net thirty (30). Customer shall perform its obligations under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed (or to become due and owing) or payable to it by Seller or Seller's affiliates, whether under this Agreement, applicable law, or otherwise, and whether relating to Seller's or its affiliates' breach, bankruptcy, or otherwise. All disputes related to invoicing must be submitted in writing to Seller no later than the end of the first fiscal quarter following the fiscal year in which the invoice was issued. Failure to raise a dispute within this period shall constitute acceptance of the invoice as final and binding.

VI. Limitation of Liability. In no event shall Seller be liable to Customer or any other person for procurement costs, lost profits, business interruption, loss of use, or incidental, special, indirect, punitive or consequential damages of any nature, even if Seller has been advised of the possibility thereof, including, without limitation, any such damages related to, arising out of, or in connection with the sale, delivery, installation, use, loss of use, repair, possession, transportation, disposal or performance of the products, including all additions to and replacements of the products, or any failure or delay in connection with the foregoing. In no event shall Seller's liability arising in connection with any product(s) sold or to be sold under the Agreement (whether such liability arises from a claim under Agreement, warranty, tort, or otherwise) exceed the actual amount paid by Customer to Seller for the lot of product(s) involved in such claim. The limitations in this section shall not be deemed to preclude any liability, which, under applicable products liability law, cannot legally be precluded by agreement.

VII. Intellectual Property

- a. Software/Firmware. Title and all ownership and intellectual property rights to any software and/or firmware included in the products acquired by Customer remain with Seller (or the licensor of software to Seller, as applicable) and do not pass to Customer. Seller hereby grants to Customer a non-exclusive license to use such software/firmware in connection with Customer's use of the products. Customer may not reproduce or disclose to any third party any portion of such software/firmware, and may transfer it only in conjunction with a transfer of the product and subject to these same restrictions. The two preceding sentences do not apply, however, to software for which Seller requires a written license agreement as identified by Seller at any time during the term of this Agreement.
- b. Patent Indemnity. Seller shall defend or settle, at its own expense, any suit or proceeding against Customer in a United States court for direct infringement by the products of any duly issued, valid U.S. patent. Seller shall pay all damages and costs finally awarded against Customer in any such suit or proceeding because of direct infringement. Seller's obligation under this section are conditioned upon Seller receiving: (a) written notice from Customer within seven (7) calendar days of commencement of any suit or proceeding or any claim of infringement, (b) copies of all written communications relating to such suit or proceeding or claim of infringement, and (c) full assistance, information, cooperation and authority from Customer with respect to defense or settlement of same. Seller shall not be bound by any settlement made without Seller's prior written consent. Customer, at its option and expense, may be represented by its own counsel in any such proceeding. Seller shall have no obligations or liability pursuant to this section or otherwise in connection with any actual or alleged patent infringement based on (i) use of any products in combination with any product, part, or accessory not sold by Seller specifically for use with such product, (ii) use of any product in a manner not recommended by Seller or for which it was not designed, (iii) any product that has been modified or altered in any way by anyone other than an employee or authorized agent of Seller, (iv), in the case of a pharmaceutical product, any labeling not supplied by Seller or use of the product except as specifically recommended in Seller's labeling of the product and (v) any product manufactured in accordance with specifications supplied by Customer or by any party other than Seller.

- c. THIS SECTION STATES SELLER'S SOLE AND EXCLUSIVE LIABILITY FOR ANY CLAIM OF ANY THIRD PARTY BY WAY OF INFRINGEMENT OR THE LIKE.
- d. Product Markings. Customer shall not remove or alter any tags, labels, or identifying markings of any kind placed on any products by Seller.
- e. Warranty. The products sold to Customer will conform to Seller's product specifications in effect on the date of shipment. Seller also warrants that the goods sold hereunder (i) are not adulterated or misbranded with the meaning of the Federal Food, Drug, and Cosmetic Act; and (ii) this warranty is limited to goods bearing Seller's label in Seller's original package. THE WARRANTY STATED HEREIN IS EXCLUSIVE, IN LIEU OF AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. No representative of Seller may change any of the foregoing and Customer hereby accepts the product subject to the terms hereof. If Customer notifies Seller in writing, within one year from date of invoice, of any claimed defect in a product(s), and such is found by Seller's representative after appropriate inspection, not to be in conformity with this warranty, Customer's exclusive remedy shall be a refund of the purchase price in exchange for the return of the claimed defective product(s). For parts installed by Seller or by an authorized representative of Seller, Seller warrants the parts and labor will be free from material defects for ninety (90) days. Seller shall not be liable for a breach of the warranty set forth in this Section if: (i) a defect arises because Customer failed to follow Seller's oral or written instructions as to the storage, installation, use, or maintenance of the products; or (ii) Customer alters or repairs the products without the prior written consent of Seller.

VIII. Shipping and Returns

- a. **Freight Policy.** Below are freight provisions applicable to various product categories. Times between order and delivery of product may vary. Seller shall not be responsible for any loss or liability suffered by Customer as a result of failure or delay in the delivery of products. If different shipping terms are requested, Seller will attempt to accommodate these requests at the Customer's cost.
- b. **Imaging Freight Terms applicable to direct orders.** F.O.B. destination, provided that expedited orders will be shipped F.O.B. destination, freight prepaid and added to invoice. Orders expedited at the request of the Customer will incur a fee for premium service based on the current published rate for the designated carrier and mode of transportation.
- c. **Return Goods Policy.** Seller's Return Goods Policy applicable to the products is set forth in Table 1 below. Seller reserves the right to change its Return Goods Policy at any time upon 90 days' prior notice to Customer. Any modifications to policies concerning return of goods shall continue to permit return of goods for full credit if the goods were defective at time of receipt or if the goods were shipped in error by Seller, provided that Customer notifies Seller of such defect or error within 30 days of receipt of goods.
- d. **Imaging Return Goods Policy for products Ordered Direct from Seller.** Customer must obtain a Return Goods Authorization number ("RGA") from the Seller's Customer Service Department prior to the return of any merchandise. Seller will pay the freight charge for all goods returned due to Seller errors (e.g., erroneous shipment or defective product). Customers returning goods prior to receiving the proper RGA labels and shipping documents waive the right to be reimbursed for returned goods freight charges. Customer will pay the freight charge for goods returned due to Customer errors (e.g. overstock, incorrect product ordered, etc.).

Table 1: Return Policy for Contrast Media

FULL CREDIT	PARTIAL CREDIT	NO CREDIT
- Defective Products: - Guerbet will issue credit and make arrangements for a replacement shipment. - Guerbet Shipping Error/Guerbet Order Error: - Must be requested within 7 days of date of invoice. - Products must be returned within 30 days of Delivery. - Guerbet will make arrangements for a replacement shipment, if requested by Customer. - Guerbet will issue credit for short shipments if Guerbet concludes the short shipment is validated. - Order/Product Damaged in Transit: - Must be requested within 7 days of Delivery. - Guerbet will issue credit and make arrangements for a replacement shipment. - Guerbet will arrange for a carrier to pick up the damaged Product(s). - Guerbet will issue credit for damaged Product(s) upon physical receipt of the damaged Product(s).	- All saleable Products, being returned within 90 days for reasons not attributable to Guerbet: - Must be requested within 7 days of date of invoice. - Guerbet may make arrangements for a carrier to pick up the over-ordered Product(s), or Guerbet will issue an invoice for over-ordered Product upon request. - A fifty percent (50%) restocking fee will be applied.	- Products held >90 days - Products returned without proper authorization / documentation - Products not purchased directly from Guerbet should be returned to same entity where originally purchased

Table 2: Return Policy for Equipment

Scenario/Category of Return	Policy	Requirements
Defective Product (within the Warranty Period)	Repair or Replace; Guerbet will pay freight for equipment returned due to Defective Product.	Return Goods Authorization
Guerbet Shipping Error/Guerbet Order Error	Guerbet will pay freight for equipment returned due to Guerbet error.	Return Goods Authorization
Order Damaged in Transit	Repair or Replace; Guerbet will pay freight for equipment returned due to damage in transit.	If return is requested within 7 days of Delivery.
Customer Order Error, Refused Shipment, Overstock	Customer will pay the return freight charge for the goods, and a thirty percent (30%) restocking fee.	Equipment must be unopened

e. **Parts Return Policy.** No returns are allowed for parts except for parts shipped incorrectly due to Seller error. Parts shipped due to Seller error will be allowed within 30 days of the invoice date.

f. **Non-Delivery.** The quantity of any delivery of products as recorded by Seller on tender of delivery is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide such documentary evidence as Seller may reasonably require to establish the contrary. Seller shall not be liable for any non-delivery of products unless Customer gives written notice to Seller of the non-delivery within ten (10) days of the delivery date. Any liability of Seller for non-delivery of products shall be limited to either, at Seller's sole option: (i) Seller's delivery of the undelivered products at the delivery location within a commercially reasonable period of time; or (ii) pro rata adjustment of the invoice to reflect the quantity of products actually delivered by Seller.

IX. Compliance

a. Compliance with Laws. The parties agree to comply with all applicable laws, including, without limitation, those governing Medicare/Medicaid reporting obligations. If the prices or other terms in effect under this quote are altered by reason of such law, governmental decree, regulation, order or action, Seller shall have the right at its sole discretion to (a) terminate this Agreement by written notice to Customer; (b) suspend deliveries for the duration of such restriction or alteration; or (c) have applied to this Agreement (as of the effective date of such restriction or alteration) any prices or other terms governmentally acceptable.

b. Because the terms of this Agreement may constitute a "discount or other reduction in price," within the meaning of 42 U.S.C. §§ 1320a-7b(b), on the respective products to which the prices apply, Seller and Customer agree to comply with all requirements imposed on buyers, sellers and offerors, respectively, under 42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding the reporting of discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h), and all other applicable laws and regulations. In this regard, Seller shall fully and accurately report such discount on the invoice, coupon or statement submitted to Customer and shall refrain from doing anything that would impede Customer's ability to meet any obligation to accurately report such discount, under any state or federal program which provides reimbursement for the products covered by this Agreement, or as otherwise requested or required by any governmental agency. Customer agrees that it shall promptly disclose and appropriately reflect any discount or other reduction in price in its costs claimed under Medicare or any other federal or state health program.

X. Governing Law. This Agreement shall be governed by the laws of New York, without regard to its conflicts of laws provisions that apply to the laws of other jurisdictions. Any litigation between the parties shall take place in the state or federal courts situated in New York and the parties expressly submit to the jurisdiction of such courts.

XI. General Terms

- a. Resale Prohibited. All products purchased by Customer must be for Customer's use only. No product shall be purchased for resale and none shall be resold by Customer.
- b. Assignment. Customer shall not assign this Agreement in whole or in part, or subcontract its obligations hereunder, without the prior written consent of the Seller. All terms, Agreements, covenants and rights contained herein shall inure to the benefit of, and be binding on any permitted assignee.
- c. Severability. In the event that any portion of this Agreement should, for any reason, be held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or contrary to public policy, then the remainder of this Agreement shall remain in full force and effect.
- d. Headings. The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- e. Relationship of Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

XIII. Entire Agreement. The parties acknowledge that this Agreement contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between them as to such subject matter, and there are no oral or other written understandings, agreements or arrangements between any or all of the parties relating to the subject matter hereof which are not fully set forth herein. No representation, promise, waiver, amendment, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of both parties.