

2. Payment terms

2% 30 Days NET 31 days after invoice date. Payment terms are not extended while waiting for the issuance of a credit.

3. Freight terms

FOB Destination for Ground Shipments within the United States, Expedited/International shipments are FOB Origin/PrePaid & Added.

4. Warranty

Hamilton Medical ventilator and humidifier packages come standard with two year parts and one year labor warranty. The VENTILAIR II comes with one year parts and one year labor warranty. Extended warranties are also available. The CO2 Capnostat 5 sensor and Aerogen cable have a one year manufacturer's warranty. All turbines installed in Hamilton-C1/T1/MR1/C2/C3 ventilators shipped from Hamilton Medical AG on or after July 1st, 2014 are warranted for five (5) years against defects in design, material and workmanship under normal use for which it is intended. During the warranty period, Hamilton Medical will repair or replace, at its discretion, defective components or assemblies.

5. Validity

The prices quoted are valid through June 30, 2021.

6. Technical Support

Twenty four-hour/seven days per week / three hundred sixty five days per year telephone technical support is provided at no charge for the life of the Hamilton Medical, Inc. equipment.

7. Special Conditions

Hamilton Medical, Inc. does not supply; the cables, hardware, software or middle ware needed to integrate Hamilton Medical equipment with any facilities current Hospital Information or Electronic Medical Record systems.

8. Trade-In Equipment

Quotations that include trade-in equipment; Hamilton Medical will offer a trade-in credit, per competitive ventilator, on a one-to-one basis. A mutual agreement for the arrangement of the disposal/transfer of the trade-in ventilators needs to be made within 30 days after the delivery of the new equipment. All trade-in equipment must either be destroyed or released to an authorized Hamilton Medical representative within 60 days after the delivery of the new equipment. Failure to meet the stated dates will result in forfeiture of the total trade-in credit.

9. Delivery

Projected delivery in 1st quarter 2021. Orders over 15 units will be filled in partial shipments of 15 units or less. Hamilton Medical will use all reasonable efforts to minimize lead times.

10. Advertising & Promotion

Hamilton Medical may include information about the use of Hamilton Medical products at through Hamilton Medical's distribution channels; including but not limited to, web sites, press releases and reference lists, in the form of text and/or photographic images. Prior to use and publication, all copy shall be forwarded for its approval, which approval shall not be unreasonably withheld or delayed.

11. Purchase Orders

Purchase orders can be placed via an e-mail to customer.service@hamiltonmedical.com or via a fax to (775)856-5621 or (775)420-3102.

12. Service Training Tuition

If applicable, service training tuition credits are valid for three years from the date of invoice. If the tuition is not used within three years it will be forfeited and cancelled.

13. Financing

Monthly payment is based on credit approval. All submitted documentation must be satisfactory to Hamilton Medical Financial. Should you have any questions, please contact Ben Hardy at (952)516-7192 or BHardy@vendorservicesgroup.com

14. Sales Tax

Sales tax will be included on quotations for facilities that do not have a tax exemption certificate on file with Hamilton Medical, Inc. If applicable, provide Hamilton Medical, Inc. with a current tax exemption certificate to receive a quotation without sales tax. Once a current tax exemption certificate is provided, Hamilton Medical, Inc. will update your account to reflect the tax exempt status.

Due to a large increase in ordering surrounding the COVID-19 pandemic, all Hamilton Medical sales are final and warranties are non-transferrable. Once a purchase order is placed, Hamilton Medical will send a sales order confirmation. If there are any questions, concerns, corrections or cancellation for any reason requested in reference to your purchase order, it must be communicated in writing to Hamilton Medical within one (1) business day of receipt of the confirmation. If Hamilton Medical does not receive a change request within one (1) business day, the sales order confirmation is binding and no pricing changes, line item changes or cancellation of the purchase order shall be allowed.

All information and pricing contained in this agreement is legally privileged and/or CONFIDENTIAL information to be shared only between Hamilton Medical Inc. and the direct recipient of this quote. You are hereby notified that any dissemination, distribution or copying of this agreement and/or Exhibits outside of Hamilton Medical Inc. and employees is strictly prohibited.

Quote Date Tuesday, November 10, 2020

Account Manager Bob Carey

Account Manager Phone: (408) 477-0414

Account Manager Email bob.carey@hamiltonmedical.net

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