1. GENERAL. These Terms and Conditions of Sale and the non-conflicting provisions in Compumedics' quotation, if any, acknowledgment or invoice from Compumedics (collectively, the "Agreement") govern in all respects all sales of any product ("Product") and services ("Services") from Compumedics, Inc. ("Compumedics") to the purchaser ("You" or "Your"), including without limitation future replacement Product purchased by You. No terms stated by You in any purchase order, acceptance or acknowledgement will become part of the Agreement unless expressly agreed to and accepted by Compumedics in writing and Compumedics hereby rejects any additional or different terms. The Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral, written, or electronic and all other communications between the parties relating to the subject matter of the Agreement. Compumedics' quotations are offers that may only be accepted in full. All typographical or clerical errors made by Compumedics in any quotation, acknowledgment or publication are subject to correction.

2. FEES AND PAYMENT. Fees for Product and Services will be itemized separately on Compumedics' invoice. All prices are valid for 30 days from quotation, unless otherwise specified. Fees are exclusive of all shipping and handling charges, duties, tariffs, value added taxes, sales taxes, use taxes, or assessments levied by any federal, state, municipal or other government authority that may be owed by You as a result of the purchase of the Product and Services, or other charges which may be imposed upon the sale or use of the Product so that Compumedics receives the full amount of fees payable without reduction for any such taxes or other fees or charges. Such charges paid by Compumedics will be for Your account. Any claim for exemption from such charges must be plainly designated on the face of the order and accompanied by all required exemption certificates. Unless specifically stipulated on an invoice or otherwise agreed to in writing by the parties, fees are in U.S. Dollars and are due upon Your receipt of the invoice, without right to deductions or set-off. Compumedics may require payment to be made C.O.D. or via irrevocable letter of credit in favor of, and acceptable to, Compumedics, established at Your expense, or require You to provide further assurance of payment satisfactory to Compumedics. If payment is not made when due, Compumedics may suspend all future delivery or other performance with respect to You without liability or penalty and, in addition to all other sums payable hereunder, You shall pay to Compumedics (a) the reasonable costs and expenses incurred by Compumedics in connection with all actions taken to enforce collection or to preserve and protect Compumedics' rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses, and (b) interest on all amounts unpaid after 30 days charged at the lesser of (i) the rate of 1.5% per month (18% annum) or (ii) the highest rate permitted by law.

3. SHIPMENT; DELIVERY; FORCE MAJEURE. Unless otherwise agreed to in writing by the parties, shipment and delivery of the Product are EXW Compumedics' place of manufacture (Incoterms® 2020), and for Products sold through the Compumedics Store are FCA (Incoterms 2020). Subject to the payment of all debts due and owing by You to Compumedics, risk of loss and title to Products delivered under the Agreement will pass to You as per Incoterms delivery point. All shipment, insurance or similar charges shall be borne by You and must be prepaid prior to shipment unless otherwise agreed in writing by Compumedics. All claims for loss or damage in transit or for non-delivery shall be made by You against the carrier. At Compumedics' option, Product may be shipped in advance of the requested shipment date or in installments. Any claims against Compumedics for shortages by it in making shipments must be made in writing to Compumedics within five business days after receipt of shipment and any claims for shortages occurring thereafter must be made by You to the carrier. All delivery information (including time for shipment) is approximate. Compumedics' sole responsibility is to use reasonable commercial efforts to meet specified shipment dates. You expressly absolve Compumedics from any liability for any loss or damage resulting from a failure to deliver or delays in delivery caused by any conditions related to, or caused by, inability to obtain supplies or freight or shipping space, delay or interruption of carriers, governmental act or regulation, inability to obtain any necessary export or import license, plant breakdown, power failure, labor dispute, strikes or lockouts, shortage of labor, fire, flood, explosion, accidents, breakdown of machinery, riot, acts of God, Your acts or omissions, or other causes beyond Compumedics' reasonable control. In the event of any of the foregoing, Compumedics may apportion its products and all stock material among its customers in such manner as it may consider equitable.

4. CANCELLATION; FAILURE TO TAKE DELIVERY. The Agreement, in whole or in part, cannot be canceled or postponed by You except with Vendor's prior written consent and upon terms that will indemnify Vendor against loss. In the event of approval of a return request, (a) any applicable packing, shipping, and delivery costs will be at Your expense, (b) all returns will be subject to a restocking fee equal to twenty percent (20%) of the purchase price of the returned Product, and (c) all returns will be only on such terms as Vendor may require. Vendor shall not accept returns of, issue credits for, or replace any expired single-use or disposable Products. This applies to Compumedics hardware, peripherals, software and third-party devices. Returns due to cancellation are limited to 30 days from receipt of the product. If You delay, fail, or refuse to take delivery of Product or indicate Your intention to do so, then the Product will be deemed to have been delivered when Vendor was willing and able to so deliver. If You postpone or delay shipment of Product, You shall reimburse Vendor for any and all reasonable additional expenses, including but not limited to storage and transportation, resulting therefrom.

5. WARRANTIES; REMEDIES; WARRANTY DISCLAIMERS.

Limited Product Warranty. Compumedics warrants to You ("Product Warranty") that all durable Product manufactured by Compumedics (unless otherwise stated on the applicable invoice) will be free from defects in material and workmanship, and will conform to the manufacturer's specifications for a period of 12 months from date of (i) installation, (ii) date of invoice for the Somfit device only or (ii) 60 days from date of invoice for all other equipment, whichever occurs first (and in the case of cables, consumables, and third party consumable items, 90 days or the third party warranty, whichever is shorter); provided that:

A. Compumedics is promptly notified (within the warranty period) of any warranty claim;

B. Non-conforming Product is returned to Compumedics, freight prepaid, after You have provided acceptable documentation, such as batch and lot number, and received a return merchandise authorization number from Compumedics; and

C. Compumedics' examination of such items discloses to its reasonable satisfaction that warranty exclusions do not apply to the warranty.

D. To help ensure customers receive products with an adequate usable shelf life, Somfit and Single-Use electrodes will be shipped with a minimum of seven (7) months remaining before their manufacturer-designated expiration date. Customers are encouraged to rotate inventory and use electrodes on a first-expiring, first-used basis. Because product performance and patient safety cannot be assured after the expiration date, expired electrodes are not eligible for return, replacement, or credit.

Single Use Disposable Products Limited Product Warranty. Compumedics warrants to You ("Product Warranty") that all Single-Use Disposable Medical Devices (Somfit-D) manufactured by Compumedics (unless otherwise stated on the applicable invoice) will be free from defects in material and workmanship, and will conform to the manufacturer's specifications for a period of 30 days from date of date of invoice for the Somfit D device only provided that:

A. Customer shall inspect all products upon receipt. Claims for shortages, shipping damage or visible defects must be reported to Compumedics within five (5) business days of delivery. Claims related to manufacturing defects or product non-conformance must be reported prior to product use and before the labeled expiration date.
B. Non-conforming Product is returned to Compumedics, freight prepaid, after You have provided acceptable documentation, such as batch and lot number, and received a return merchandise authorization number from Compumedics; no later than 15 (fifteen) business days from the date of receipt.
C. Compumedics' examination of such items discloses to its reasonable satisfaction that warranty exclusions do not apply to the warranty.
D. Compumedics sole obligation and Customer's exclusive remedy shall be replacement of the affected product or issuance of a credit, at Compumedics discretion, for products found defective due to manufacturing non-conformance.
E. Products that have been used, altered, improperly stored, mishandled, or used in a manner inconsistent with labeling or instructions for use are excluded from replacement eligibility.

Warranty Exclusions. Compumedics' Product Warranty does not apply to Product, including without limitation components, parts, and materials, that (a) are not manufactured by Compumedics; (b) have been subjected to: (i) operation in excess of recommended capacity, (ii) power surge or inadequate electrical power, air-conditioning, or humidity-control, (iii) accident or disaster, including without limitation, fire, flood, water, wind, earthquake, and lightning, (iv) neglect, including without limitation, power transients, (v) abuse or misuse, including without limitation impact with other objects, dropping, fall, spilled liquids, or immersion in liquids (vi) Your failure to follow Compumedics' most recent operating instructions and Product documentation, or to provide suitable installation or operating environment; (vii) modification or repair by persons other than Compumedics, or (viii) use for purposes other than as specified in the Product documentation or most recent operating instructions; (d) Your failure to backup data or other files; or (d) are not properly stored, installed, maintained, or operated under normal conditions and in accordance with Compumedics' recommendations. Compumedics' warranty is void and of no effect if the defect has arisen from damages occurring to the Product subsequent to delivery or is related to the use of unauthorized hardware or other equipment. Unless otherwise specified by Compumedics in writing, Compumedics' warranty obligations do not apply to Your or third party-supplied accessories or viruses or similar software interference resulting from network connectivity. To the extent that You or any of Your agents have supplied specifications, information, representation of operating conditions or other data to Compumedics that are used in the selection or design of the Product and the preparation of Compumedics' quotation, and actual operating conditions or other conditions differ from those represented by You, any warranties or other provisions contained herein which are affected by such conditions are null and void. Compumedics' warranty does not include: routine maintenance, such as adjustments, cleaning, tightening loose nuts and bolts; performing services connected with relocation of the Product or adding or removing accessories, attachments or other devices; repair of damage due to other than normal wear; electrical work external to the Product; any maintenance of accessories, attachments, or other devices not furnished by Compumedics; and any issues resulting from an unsupported service.

Remedy. Your sole and exclusive remedy, and Compumedics' only obligation, for breach of the Product Warranty shall be, at Compumedics' option in its sole discretion, to either (a) repair or replace the defective Product at Compumedics' expense using new or refurbished parts, or (b) return such defective Product to Compumedics and issue a credit to You in the amount of unit cost of the defective Product. This remedy is conditioned upon notification and substantiation as may be required by Compumedics that such Product has been stored, installed, maintained, and operated in accordance with Compumedics' recommendations. You acknowledge that this exclusive

remedy is an essential term in the bargain represented by the Agreement and that such remedy will, in view of the consideration paid to Compumedics, operate as a full satisfaction to You for any and all claims related thereto. You acknowledge that if a court of competent jurisdiction or an arbitration panel rules this exclusive remedy does not give You the benefit of its bargain or that such exclusive remedy fails for any reason, then any such ruling with regard to such exclusive remedy or any such failure of such exclusive remedy will not affect or modify in any way any limitation or exclusion of warranties, and all such limitations and exclusions will continue in full force and effect. All warranty claims for Product against Compumedics must be brought within the applicable warranty period. Items repaired or replaced under warranty are warranted only for the remainder of the original warranty period.

Intellectual Property Warranty. Subject to the limitations of Section 9, Compumedics warrants that the Product sold, except as is made specifically for You according to Your specifications, does not infringe any valid US patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that You promptly notify Compumedics of any claim or suit involving You in which such infringement is alleged and cooperate fully with Compumedics and permit Compumedics to control completely the defense, settlement or compromise of any such allegation of infringement. Compumedics' warranty as to use patents only applies to infringement arising solely out of the inherent operation, according to Compumedics' specifications and instructions of such Products. If such Product is held to infringe such a US patent or copyright in such suit, and the use of such Product is enjoined, or in the case of a compromise or settlement by Compumedics, Compumedics shall have the right, at its option and expense, to procure for You the right to continue using such Product, or replace it with non-infringing Product, or modify same to become non-infringing, or grant You a credit for the depreciated value of such Product and accept its return. In the event of the foregoing, Compumedics may also, at its option, cancel the Agreement as to future deliveries of such Product without liability. The foregoing states Your sole and exclusive remedy, and Compumedics' only obligation, for breach of the warranty of non-infringement.

Disclaimers. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF, AND COMPUMEDICS AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PRODUCT OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT COMPUMEDICS HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, COMPUMEDICS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN YOU WITH RESPECT TO THE PRODUCT OR ANY PART THEREOF.

Except for Compumedics' express warranties under this Section 5, You assume all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use or installation of Products, either alone or in combination with other products or components, and shall indemnify, defend, and hold Compumedics harmless for any such loss, damage or injury.

6. PRODUCT SUITABILITY. Products are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations vary significantly, Compumedics cannot guarantee that Product meets all applicable requirements in each locality. You assume responsibility for compliance with such safety standards and regulations in the localities in which Product will be shipped, sold and used. Before purchase and use of any Product, You should review the Product application, and national and local codes and regulations, and You are solely responsible for verifying that the use and installation of Product will be in compliance. Due to government regulations and Product availability, not all Product sold by Compumedics may be available in every area.

7. RESALES AND USES. You are responsible for obtaining, at its expense, any licenses, permits, or authorizations required under any regulations in force within the country of export and destination of the goods. Particularly, United States Federal law restricts the sale of certain Products ("Prescription Devices") to persons licensed under applicable state law to prescribe and use Prescription Devices. You shall obtain any such required state licenses prior to ordering any Products that are Prescription Devices. Compumedics reserves the right to refuse to supply or cancel the Agreement at any time in whole or in part if it determines in its sole discretion that You have not provided satisfactory evidence of any such applicable licenses, permits, or authorizations. On any resale, You must ensure that the transferee holds all applicable licenses and will inform the transferee of such restrictions. Systems comprising Compumedics' Products must be sold as complete systems. Parts must not be sold separately.

8. EXPORT COMPLIANCE. Each party acknowledges that it is familiar with and will comply with all applicable Trade Control Laws relating to the direct or indirect use, diversion, trade, export or re-export of the Products. Where requested by a party ("Requestor"), the other party will supply the Requestor with such evidence as the Requestor may reasonably request to demonstrate the first party's compliance with this section, including with respect to You, to verify the final destination of the Products and to demonstrate that controls are in place which actively support such compliance with applicable Trade Control Laws. You shall not, directly or indirectly, and shall require that its direct or indirect resale customers do not, sell or export any of the Product to any Restricted Party or any Restricted Jurisdiction, or for use by a Restricted Party or in a Restricted Jurisdiction, unless You obtains Compumedics' consent in writing. Compumedics may suspend deliveries or terminate the Agreement immediately, without liability, if it becomes

unlawful for Compumedics to perform its obligations under the Agreement. “Trade Control Laws” means any applicable trade or economic sanctions or embargoes, Restricted Party lists issued by the respective authorities, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, including without limitation those of the European Union, the United Kingdom, the United States of America, or other government laws applicable to any of the parties. “Restricted Party” means a person or entity targeted by national, regional or multilateral trade or economic sanctions under Trade Control Laws; or directly or indirectly owned or controlled by or acting on behalf of such persons including, but not limited to, directors, officers or employees (including agency personnel), subsidiaries, and joint ventures. “Restricted Jurisdiction” means any place declared an embargoed or restricted destination by Trade Controls Laws. Currently those places include Iran, Sudan, Cuba, North Korea, Crimea region, Sevastopol and Syria.

9. LIMITATION OF LIABILITY; TIME FOR CLAIMS*;* INDEMNIFICATION. Compumedics is not liable for incidental, special, indirect, consequential or other similar damages, including but not limited to loss of profit or revenues, damage for loss of use of the Product, damage to property, or claims of third parties, including personal injury or death on account of use of the Product or failure of Compumedics to adequately warn against, or instruct on, the dangers of the Product or the safe and proper use of the Product, whether or not Compumedics has been advised of the potential for such damages. Compumedics’ total liability hereunder from any cause whatsoever (except liability from personal injury caused by Compumedics’ gross negligence), whether arising under contract, warranty, tort (including negligence), strict liability, product liability or any other theory of liability, is limited to the lesser of Your actual damages or the price paid to Compumedics for the specific Product that is the subject of Your claim. All claims against Compumedics must be brought within one year after the cause of action arises, and You expressly waive any longer statute of limitations. You shall defend, indemnify, and hold Compumedics and its officers, directors, agents, representatives, employees, suppliers, and affiliates harmless from any and all sums, claims, costs, duties, suits, actions, losses, damages, legal fees, fines, penalties, obligations, liabilities, and liens arising out of (a) Your purchase, use, possession, ownership, operation, condition, transfer, export, transportation or disposal of, or billing for, the Product, and (b) Your violation or alleged violation of any foreign, federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety, licensure, reimbursement by third party payors, and labor practices

10. COMPLIANCE WITH LAWS AND PRIVACY. Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare and other governmental reimbursement program requirements and fraud and abuse restrictions, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

11. PRODUCT SAFETY AND OTHER COMPLAINTS. You shall report immediately to Compumedics, and shall assist Compumedics as reasonably necessary in investigating, any event of which You become aware that suggests that any Product provided by Compumedics, for any reason: (a) may have caused or contributed to a death or serious injury, or (b) have malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, You shall also report to Compumedics complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels or instructions for use of the services or products provided by Compumedics. Compumedics shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Products and services provided by Compumedics hereunder, unless otherwise required by law.

12. SOFTWARE AND SERVICES. Any software supplied by Compumedics shall be subject to and on the conditions set out in Compumedics’ End-User License Agreement or other separate agreement. Any services performed by Compumedics in connection with or in any way associated with the supply of goods shall be subject to and on the conditions set out in Compumedics’ Service Contract.

13. PALLETS/CONTAINERS. Any pallets or containers owned by Compumedics and used for the delivery of Products remain the sole property of Compumedics and shall be returned in good order and condition to Compumedics or any of its agents upon its request as directed and at Your expense. If pallets or containers in which goods are delivered are not owned by Compumedics (“Hire Equipment”), You shall return the Hire Equipment to Compumedics in good order and condition and at Your expense within one month of delivery and You shall indemnify Compumedics for all liability, costs, and damages however caused relating to that Hire Equipment. Any pallets or containers not returned in accordance with this clause, may, at the election of Compumedics, be deemed to be purchased by You and shall then be promptly paid for in full by You at a value determined by Compumedics.

14. MISCELLANEOUS. The Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, U.S.A., without regard to its conflicts of law doctrines. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement. The exclusive jurisdiction and venue for all actions arising out of the Agreement, including any amendments or changes thereto, is exclusively in the federal or state courts having jurisdiction in Mecklenburg County,

North Carolina, U.S.A. and You agree to submit to such jurisdiction and venue. You shall not, without Compumedics' prior written approval, assign or transfer this Contract or the benefit thereof to any person. The Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and transferees. Nothing in the Agreement confers upon any person other than Compumedics and You any right or remedy under or by reason of the Agreement. Compumedics' failure to insist on strict performance of the Agreement or to enforce a default upon the occurrence of any single, repeated, or continuing violation of any particular term or condition hereof, shall not be considered a waiver of Compumedics' right to insist on strict performance of the Agreement or to enforce a default with respect to the violation of any other term or condition or, at any later time or upon any subsequent occurrence, with respect to that particular term or condition. No amendment to, or change, waiver or discharge of, any provision of this Agreement will be valid unless in writing and signed by an authorized representative of each party. If any provision of the Agreement is held to be invalid, illegal, or unenforceable, then such provision will be ineffective only to the extent of such invalidity and the unaffected provisions of the Agreement will be unimpaired, and remain in full force and effect. Each party's obligations that by their nature are intended to survive beyond the termination, cancellation or expiration of the Agreement will survive.

DOCUMENT HISTORY

Date	Ver	Author	Description of Change
27 October 2022	0	James MacDonald-Kerr	Initial Release
19 January 2024	1	James MacDonald-Kerr	Section 9 and 10 were updated to include minor tweaks based on input form one of Compumedics' healthcare regulatory experts.
11 May 2026	2	Tina Jukich	Sections 4 and 5 were updated to include terms associated with the Single Use Medical device, added restocking fees. Added terms regarding expiry of electrodes.