

FUJIFILM VisualSonics Vevo Imaging Systems

Quote # : 862372
Date Of Issue : 02 November 2023



To : [REDACTED]
Ústav přístrojové techniky AV ČR, v. v. i.
Královopolská 62/147
Brno , Other612 00
P: not provided
F:

From : Milan Kopecek
FUJIFILM VisualSonics

P : +31655400339
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FUJIFILM VisualSonics Inc.
3080 Yonge Street Suite 6100, Box 66
Toronto, Ontario, Canada
M4N 3N1
1-416-484-5000
ffss-vsi-orders@fujifilm.com

Quote: 862372
Date: 02 November 2023
Expires: 02 December 2023

CONFIDENTIAL QUOTATION

Sales Manager : Milan Kopecek

Phone: +31655400339

Email: milan.kopecek@fujifilm.com

SITE OF SERVICE:

CUSTOMER BILL TO:

CUSTOMER SHIP TO:

Ústav přístrojové techniky AV ČR, v. v. i.
Královopolská 62/147
Brno Other 612 00

Ústav přístrojové techniky AV ČR, v. v. i.
Královopolská 62/147
Brno, Other 612 00

Ústav přístrojové techniky AV ČR, v. v. i.
Královopolská 62/147
Brno, Other 612 00

ATTN: [REDACTED]

ATTN : [REDACTED]

ATTN: [REDACTED]

PI
[REDACTED]

[REDACTED]

PI
[REDACTED]

USER/CONTACT

Name: Radovan Jirik

Phone: not provided

Email: jirik@isibrno.cz

Configuration - Included Items					
Item	Part Number - Description	Qty	List Per Unit	Unit Price	Extended Price
1	[REDACTED]	1	2.100,00 €	2.100,00 €	2.100,00 €
*	[REDACTED]	-	Included	Included	Included

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Quotation Acceptance Form

Ústav přístrojové techniky AV ČR, v. v. i. - Quote #: 862372

**Any import duties or related charges, and any sales, value added or other transfer or use taxes are the Customer's responsibility. The prices quoted are the Customer's responsibility. The prices quoted do not include any sales, use, value added, withholding or similar taxes. Customer will pay or reimburse FUJIFILM VisualSonics for all taxes or other amounts payable to governmental authorities in connection with the applicable transactions (other than FUJIFILM VisualSonics' net income taxes), or will provide FUJIFILM VisualSonics with an exemption certificate satisfactory to FUJIFILM VisualSonics.

- All orders subject to credit review. Upon acceptance by Customer and by FUJIFILM VisualSonics this Quotation will become a binding Sales Agreement whereby the Customer orders, and whereby FUJIFILM VisualSonics agrees to deliver, the above Products and Services in accordance with and subject to the terms, conditions and other provisions of this Sales Agreement.

- Vevo Imaging Systems and Vevo MicroMarker® Contrast Agent Kits are for research purposes only. Our products are designed for small animal imaging. They are not approved for human or veterinary use.

Quotation Pricing

Total List Price: 2.100,00 €

Subtotal: 2.100,00 €

****Shipping/Handling:** TBD

Quotation Total: 2.100,00 €

**Please sign and return along with your payment option, P.O. and any needed attachment
by emailing ffss-vsi-orders@fujifilm.com or faxing to 877-590-4927**

Please Reference the above quote # on P.O. to expedite order processing.

Customer Information (Please Complete)

Print Name: _____

Signature: _____

Partial Ship OK Initial here: _____

Account Payable Contact: _____

Phone#: _____

FUJIFILM VISUALSONICS INC. AND FUJIFILM VISUALSONICS CORPORATION STANDARD TERMS AND CONDITIONS OF SALE

PLEASE NOTE: If you are purchasing FUJIFILM VISUALSONICS products under a separate written agreement with either FUJIFILM VISUALSONICS INC. or FUJIFILM VISUALSONICS CORPORATION, the terms of your executed agreement, and not these Standard Terms and Conditions, will govern your purchase of FUJIFILM VISUALSONICS products.

These are the exclusive Terms and Conditions governing the sale of products listed on the Confidential Quotation attached hereto (the "Products") by FUJIFILM VISUALSONICS INC., FUJIFILM VISUALSONICS CORPORATION, or either's designated affiliate (collectively referred to herein as "VS") to the customer ("Customer"), each as identified on Page 1 of the attached Confidential Quotation. These Terms and Conditions and the Confidential Quotation attached hereto (together, the "Agreement") set forth the entire contract between the parties and supersedes all prior understandings or agreements of VS and Customer with regard to the purchase and sale of Products. VS will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) that Customer proffers in any purchase order, receipt, acceptance, confirmation, correspondence, or other document that Customer proffers as an acceptance of this Agreement, unless VS specifically agrees to such provision in a written instrument signed by VS.

1. Acceptance, Delivery, Performance and Credit Approval. VS will use reasonable efforts to meet any delivery date specified in an order from Customer that has been accepted by VS, but will not be liable for any failure to meet such date. All orders are subject to acceptance by VS either in writing or by shipping Products. A condition of VS' obligation to deliver the Products is its approval of Customer's credit and payment arrangements. Unless otherwise specified in this Agreement, VS will deliver the Products FCA (Incoterms 2010) VS' manufacturing facility, or a third party distribution facility used by VS. Title to and the risk of loss, damage or casualty to the Products transfers to Customer at the time VS delivers the Product to a shipping agent at VS' manufacturing or sales facility, or if Products are being drop-shipped from a third party distribution facility, at the time the distributing party delivers the Products to a shipping agent at the distributing party's facility. Customer is responsible for all transportation costs (including, but not limited to, shipping charges, premiums for freight insurance, inspection fees, customs, duties, import or export fees, assessments, and all other costs incurred in transporting the Products to the shipping destination) and will be responsible for any claims against the carrier arising from or relating to shipment. VS will select the method of shipment and the carrier to be used. All delivery dates and charges are estimates.

2. Payment. VS will issue invoices for all amounts payable under this Agreement. If VS approves extending credit to Customer, Customer will pay the amount set forth on VS' invoice within thirty (30) days from the date of such invoice, or any alternative time period agreed to on the Confidential Quotation. If Customer's credit rating is not satisfactory to VS, VS may require shorter payment terms or payment in advance. Any amount not paid within the time period specified on the Confidential Quotation will be subject to a finance charge equal to 1.5% per month or the highest rate allowable by applicable law, whichever is higher, determined and compounded daily from the date due until the date paid. Payment of such finance charges will not excuse or cure Customer's breach or default for late payment. If Customer has provided Customer's credit card or debit card for payment, Customer hereby authorizes VS to charge such credit card or debit card to obtain payment.

3. Software. Customer agrees to license operating software for the Products in accordance with the terms to be found in the click-wrap license embedded in this software, and to license all subsequent

updates and/or upgrades of this software in accordance with the terms to be found in subsequent click-wrap licenses, so long as those terms are substantially similar to the original click-wrap license agreement. VS retains title to all software and computer programs embedded in any Product. VS grants to Customer a non-transferable license to use the software and programs, on the condition that (a) Customer will use such software only in accordance with applicable instructions and manuals furnished by VS and will not copy, modify, make any derivative work based upon, publish or distribute any such software, (b) Customer will use such software only as installed in the Product, and will not transfer it to another product or device to run it, and (c) Customer will not, and will not authorize third parties to, decompile, reverse engineer, or apply any process to derive the source code or extract the object code of the software. Title to all software that is furnished on a separate medium (whether electronic or physical) from a Product ("Stand-Alone Software") is retained by VS or, as applicable, the licensor named in accompanying Stand-Alone Software terms and conditions. Customer's use of the Stand-Alone Software is governed by separate license terms that accompany such software, and Customer agrees to be bound by such terms. Upon request, VS will provide applicable licensing terms in advance of Customer's order or receipt of the Stand-Alone Software.

4. Confidential Information. Customer acknowledges that in the course of purchasing or owning the Product, Customer may have access to and be entrusted with confidential information and trade secrets relating to VS. The term "confidential information" includes information relating to the Product or the business or affairs of VS, marked or otherwise identified as confidential or proprietary to VS. Customer agrees with VS that Customer shall not use for any other purpose or disclose any confidential information to any person. Upon the demand of VS, Customer will deliver up within ten (10) days any and all confidential information in its possession or control, together with any and all copies thereof and any and all written notes or comments made by or for Customer with respect to said confidential information. Customer's obligations herein shall survive termination of this Agreement.

5. Own Use; No Reverse Engineering. Customer represents and agrees that it is buying for its own use and that it will not sell, transfer or lease to any party anything provided by VS to Customer, or attempt to do the same. Customer warrants that it is under no obligation to any

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other entity that is in any way inconsistent with carrying out its responsibilities under this Agreement. Customer shall take no steps to reverse engineer the Products or any aspect thereof, and shall not permit others to do so.

6. Intellectual Property Rights. Customer shall not acquire hereunder, any interest whatsoever in the "Intellectual Property". All Intellectual Property is and shall remain the exclusive property of VS. "Intellectual Property" means all rights of intellectual property, including specifically all patents and patent applications (including any renewals, divisions, continuations, continuations-in-part, substitutions, re-examinations and re-issues), as well as any moral rights, copyrights, trade secrets, trade-marks and designs, in and to the inventions, works, wares and services relating to high-resolution ultrasound described and/or claimed in relation to the Products. Title to any software sold hereunder shall remain with VS or its licensor, as applicable.

7. Returns. The Products may only be returned with prior authorization of VS. All Products returned or provided to VS for repair, adjustment, or replacement must be disinfected or sterilized in advance by Customer, in accordance with applicable instructions. VS is not responsible for any loss of stored data that may occur while VS instruments are being repaired by VS. Customer is responsible for backing up all data stored on a system and removing it from the system prior to return to and/or repair by VS.

8. Express Warranty and Disclaimer of Other Warranties. VS' exclusive warranties for the Products are contained in the attached Warranty Schedule, which forms an integral part of this Agreement. **VS MAKES NO OTHER REPRESENTATION, WARRANTY OR PROMISE OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE PRODUCTS (OR ANY SPARE OR COMPONENT PARTS, ACCESSORIES OR SERVICES SUPPLIED BY VS HEREUNDER). VS DISCLAIMS AND EXCLUDES ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR WARRANTY OR CONDITION ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE, STATEMENTS OF VS REPRESENTATIVES, OR SAMPLES PREVIOUSLY SUPPLIED. VS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION OR USE OF ANY OF THE PRODUCTS.**

9. Exclusive Warranty Remedies and Release of Other Liabilities. In the event of any breach of the foregoing warranties, Customer shall follow the procedure specified under VS WARRANTY SCHEDULE, and VS will provide the remedy specified in the Schedule. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF CUSTOMER FOR ANY BREACH OF WARRANTY. The warranties, obligations and liabilities of VS and the remedies of Customer set forth in this Agreement are exclusive, and except as provided for in Section 10 (Indemnification), CUSTOMER HEREBY WAIVES, DISCLAIMS AND RELEASES, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF VS AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST VS express or implied, arising by law or otherwise, with respect to the Products and any other goods or services delivered under this Agreement including, without limitation, any obligation, liability, right, claim or remedy in tort (including claims for VS' own negligence or strict liability) or for infringement.

10. Indemnification. VS will defend and indemnify Customer from and against (a) any third party claim for bodily injury (including death) or damage to tangible property to the extent caused by a defect in the design or manufacture of the Products or (b) any third party claim arising out of any infringement by the Product of any patent arising under the laws of the United States, provided that Customer: gives VS prompt written notice of the claim; allows VS to control the defense and settlement of the claim; assists and cooperates with VS in connection with the defense and settlement of the claim; complies with any court order or settlement made in connection with the claim (e.g., as to future use of any infringing Product); and does not settle the claim without VS's prior written consent. This paragraph will not apply to (i) any claim to the extent such claim arises out of the negligence or willful misconduct of Customer; (ii) any claim to the extent it results from any use of the Product in connection with any equipment or other items not furnished by VS, (iii) any claim arising from any use not in conformity with applicable instructions and manuals, and (iv) any claim arising out of or relating to Products manufactured by third party suppliers which do not carry the VS label, even if such products are sold by VS,

11. Limitations of Liability. Notwithstanding any other provision hereof, VS' total liability (whether in contract, tort, including negligence and breach of statutory duty, misrepresentation or otherwise, and notwithstanding any fault, negligence, strict liability or product liability of VS, with regard to any Product or other goods or services furnished under this Agreement or otherwise arising in connection with this Agreement is limited to the purchase price paid for the Product. VS IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, DATA, PROFITS, BUSINESS, GOODWILL OR OTHERWISE) OR ANY CLAIMS OF THIRD PARTIES. VS is not liable for any claim unless legal proceedings in respect of the claim are commenced within 18 months of the cause of action has arisen.

12. Trade-In Equipment. Customer agrees to return to VS, at the time of installation of the VS equipment purchased under this Agreement (the "New Equipment"), any VS equipment listed on this Agreement as being traded in (or "uptraded") by Customer and used to reduce the price of the New Equipment (the "Trade-In Equipment"). Customer shall give the Trade-In Equipment to the VS representative who performs the installation of the New Equipment and the representative will provide Customer with a receipt for the Trade-In Equipment. In the event Customer does not return the Trade-In Equipment at the time of installation or by insured delivery within the 30 days following installation of the New Equipment, VS may invoice Customer for the Trade-In Equipment in an amount equal to the value of the credits shown in this Agreement.

13. Vevo Preventative Maintenance Service Level Agreements (SLAs). SLAs are non-cancellable and non-refundable. Customer's purchase order for an SLA must reference the Confidential Quotation and reference the commencement and termination dates stated therein, regardless of the date of issue or receipt by VS of such purchase order. If the purchase order does not state the commencement and the termination dates, the SLA will commence and terminate on the dates specified in the Confidential Quotation. If there has been any lapse in continuous warranty or SLA coverage, VS reserves the right to require a billable inspection of the covered Product prior to the SLA commencement.

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14. Applicable Law and Venue. The provisions of the U.N Convention on Contracts for the International Sale of Goods will not apply to this Agreement. (a) If this Agreement is with FUJIFILM VISUALSONICS INC., this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, Canada, without reference to its choice of law principles; and . Customer consents to the personal jurisdiction and venue of the provincial and superior courts located in Ontario, Canada regarding any suit, proceeding or claim arising out of or related to this Agreement or its subject matter and will not commence or prosecute any such claim, suit or proceeding other than in such courts. (b) If this Agreement is with FUJIFILM VISUALSONICS CORPORATION, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington, without reference to its choice of law principles; and Customer consents to the personal jurisdiction and venue of the State and Federal courts located in King County, Washington regarding any suit, proceeding or claim arising out of or related to this Agreement or its subject matter and will not commence or prosecute any such claim, suit or proceeding other than in such courts.

15. Severability of Unenforceable Provisions. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

16. Nonwaiver. Any failure by VS to insist upon or enforce performance by Customer of any of the provisions of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of VS' right to assert or rely upon any such provision, right or remedy in that or any other instance.

17. Assignment. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective, permitted successors and assigns of the parties hereto. Customer may not assign its rights and obligations under this Agreement without the prior written consent of VS.

18. Language. The parties acknowledge that they have agreed that these Terms and Conditions and all contracts, notices and documents relating hereto be drafted in the English language. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis s'y rattachant, soient rédigés en anglais seulement. If there are differences in meaning between the English version of this Agreement and any translation thereof, the English version shall prevail.

19. Miscellaneous. This Agreement is not intended to nor shall it be construed to be an agreement for the benefit of any third party. This Agreement contains the entire understanding and all of the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement.

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FUJIFILM VISUALSONICS INC. and FUJIFILM VISUALSONICS CORPORATION (jointly “VS” or “VISUALSONICS”) WARRANTY SCHEDULE

1. Scope and Duration of Warranties

Table 1 (subject to all terms and conditions of the VS Warranty Schedule, including Warranty Exclusions)

“Covered Product”	Standard Warranty Term	Covered Product	Standard Warranty Term
<u>Newly Manufactured and Remanufactured</u>		<u>Other Products and Accessories</u>	
A Vevo LAZR, Vevo LAZR-X, Vevo 3100, Vevo 3100LT, Vevo F2, Vevo F2 LT	1 year	E VS-labelled connectivity products, including inviCRO iPACS Software (note: iPACS warranty covers 1 year of maintenance, upgrades and support).	1 year
B Vevo MD (including stands, clinical monitors, control panels and triple transducer connects)	1 year		
C VS-labelled Transducers for the systems in (A) and (B) or for other legacy Vevo systems	1 year		
D VS-labelled batteries, monitors, and other accessories for (A), (B), and (C)	1 year		

1.1 Ex-Demo Equipment. For purposes of this Warranty Schedule, ex-demo equipment sold by VS to Customer is considered to be “newly manufactured”, except as otherwise noted on the Confidential Quotation provided to Customer.

1.2 Third Party Products. VS does not provide a warranty or warranty service for Products that are manufactured or developed, or licensed to VS, by a third party and do not carry the VS label, even if such Products are sold and distributed by VS, including without limitation, Vevo Micromarker Contrast Agent Kits and Nano Injector Unit. All warranty terms (if any) for such Products are provided by the third party manufacturer, developer, or licensor, and are governed by documentation provided by such manufacturer, developer or licensor, as applicable, and included with the shipment to Customer.

1.3 Product Warranties. VISUALSONICS warrants to Customer that it will repair or replace each Covered Product during its applicable warranty period if not free from defects in materials and manufacture or, under normal use, if not operating in all material respects in accordance with the functional specifications in the user guide provided by VS with the Covered Product, as modified by any written updates subsequently made available by VS. This warranty is made to Customer only and may be extended to one subsequent purchaser of the Covered Product **only**, and only if the following conditions are met: (a) Customer has provided VS (to the attention of the VS Service and/or Sales Support Dept.) with advance written notice of such transfer and VS has not objected to such transferee within fifteen (15) days after receiving the written notice, and (b) the transferee is a qualified medical professional. Failure of either of the foregoing conditions shall render the attempted extension of warranty void.

1.4 Warranty Period. The warranty period for all Covered Products is set forth in Table 1 and limited in accordance with Sections 1.5, 1.6 and 2 (Exclusive Warranty Remedies, Additional Terms, and Warranty Exclusions) below. The initial warranty period begins on the date that VS ships the Covered Product. The warranty period for any replacement product or component or repair to a Covered Product furnished to Customer as a warranty remedy will be the longer of: the unexpired portion of the warranty period applicable to the repaired, adjusted or replaced Covered Product, or ninety (90) days. [NOTE: If Customer has upgraded trade-in equipment that is covered by a “Service Level Agreement” (“SLA”) (referred to in Subsection 1.6(d) below), the applicable warranty shall apply to the new Covered Product purchased by Customer for the remainder of the initial coverage or extended SLA period.]

1.5 Exclusive Warranty Remedies. In the event of a breach of warranty of a Covered Product, Customer must notify VS in writing within a reasonable time and in no event more than thirty (30) days after the discovery of the breach. Upon such timely notice, VS will, at VS’ option, repair, adjust or replace (with new or exchanged replacement systems or parts) the non-conforming Covered Product. If VS determines that such repair, adjustment or replacement cannot occur despite its reasonable efforts, then VS may elect to refund to Customer the amount paid by Customer for the Covered Product in exchange for such Covered Product in full satisfaction of VSs obligations under this Warranty Schedule. **THE REMEDY SELECTED BY VS IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF CUSTOMER FOR ANY BREACH OF WARRANTY.**

Warranty service will be performed during VS’ normal business hours (Monday to Friday, 6 a.m – 4 p.m. (PST) in North America or Amsterdam time in Europe excluding holidays). Telephone and email-based technical and application support will be performed by VS during normal business hours (Monday to Friday, 6AM – 4PM) EST in North America or Amsterdam time in Europe

1.6 Additional Terms.

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(a) **Standard Warranty:** For all Covered Products within the Standard Warranty Term set forth in Table 1, VS will provide warranty service by means of in-field service repairs by VS service personnel or authorized subcontractors, and/or by replacement of field-replaceable Covered Products (such as transducers or accessory replacements) delivered via overnight delivery to a U.S. Customer address only (where such service is available).

(b) **Services Warranty:** VS warrants that the repair services rendered in satisfaction of the warranties described in this Warranty Schedule will be performed by qualified personnel in a professional manner. This warranty shall not be deemed to extend the warranty period for any Covered Product.

(c) **Customer Responsibilities for Product Return:**

- (1) With respect to any field replaceable Covered Products that are capable of being delivered via overnight delivery to a U.S. Customer address only (where such service is available) as provided in in Subsection 1.6(a) above, to obtain warranty service, Customer must return the Covered Product to VS (at VS' expense). Title to and the risk of loss, damage or casualty to the Covered Product remains with Customer until delivery to VS. VS' Terms and Conditions of Sale or, if Customer has purchased the original Covered Products pursuant to a separate written agreement between Customer and VS, the terms of such agreement, govern the return of repaired or replaced Covered Products to the Customer.
- (2) Prior to Customer's return to VS of, or in field service to, any item where such item has been exposed to pathogens as recognized by the United Nations World Health Organization (WHO), International Association of National Public Health Institute, Centers for Disease Control and Prevention; Customer must: (i) provide advance written notification in advance to VS, (ii) fully decontaminate all items, before packaging for return, if applicable, and (iii) for returns, label all boxes in accordance with biohazard transportation regulations outlined by the WHO.
- (3) Customer is responsible for backing up all data stored on a Covered Product, and removing it from such system prior to in-field service by, or shipment to, VS. Notwithstanding the foregoing, VS is not responsible for any loss of stored data that may occur while Covered Products are being serviced or repaired.

(d) **"Retired Products":** For reference, Covered Products that are deemed "Retired Products", including Retired Imaging Systems and Retired Accessories, can be found at the following link:

<https://www.visualsonics.com/support/product-retirement>

(e) **"Service Level Agreements" (or "SLAs"):** Customers should refer to the Confidential Quotation provided by VS to Customer for the terms and coverage period with respect to any SLA purchased by Customer. For informational purposes only, SLAs may include the following:

1. **"Preventative Maintenance Service Level Agreement":** Unless otherwise provided in a Confidential Quotation to Customer with respect to a Retired Product or otherwise, setting forth a shorter or pro-rated coverage period, this SLA provides Customers with: (a) complete one (1) year coverage for parts, labor, and travel for the following Covered Products: Vevo MD, 1100, 2100, 3100, 3100LT, LAZR, LAZR-X, F2, F2 LT, including transducers, (b) a preventative maintenance visit for the one-year coverage period; (c) guaranteed initial response time via telephone or e-mail within 24 hours; and (d) es travel and overtime labor, if required.
2. **"Parts and Transducer Service Level Agreement":** Unless otherwise provided in a Confidential Quotation to Customer with respect to a Retired Product or otherwise, setting forth a shorter or pro-rated coverage period, this SLA provides Customers with: (a) one (1) year coverage for the following Covered Products: Vevo MD, 1100, 2100, 3100, 3100LT, LAZR, LAZR-X F2 & F2 LT, including transducers and accessories. Preventative maintenance visits, on-site service visits, travel and overtime, if required, are not included.

2. Warranty Exclusions

VS' warranties set forth herein do not cover:

(a) Any defect or deficiency of a Covered Product that results, in whole or in part, from: (1) failure to operate, maintain or store the Covered Product in accordance with applicable specifications, instructions and manuals; (2) the dismantling, repair or alteration of the Covered Product by unauthorized personnel; or (3) abuse, negligence, or intentional damage of the Covered Product, including a pattern of repeated failure that is indicative of abuse.

(b) ¹ Damage to or malfunction of transducers due in whole or in part to: (1) disinfecting or sterilizing incorrectly with chemicals not recommended by VS; (2) patient or animal bite marks or holes; (3) discoloration or chemical breakdown of transducer. NOTE: Accidental mishandling of VISUALSONICS manufactured transducers

¹ Discoloration of systems, transducers or other Covered Products may occur with the use of disinfectant wipes/products. The use of disinfectant products with any transducer may not void this warranty; however, if discoloration occurs, and is the sole indication for repair or replacement of the affected Covered Product, repair or replacement of such product will not be covered by the applicable warranty. Please refer to your user guide available via the customer website portal.

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may be covered under the Standard Warranty if available in your area and so noted on your quotation. Please contact your VISUALSONICS sales representative for details of covered countries.

(c) Covered Products that are used outside the shipment destination indicated on the Confidential Quotation, unless an alternative location is approved in advance by VS.

(d) Covered Products that are subjected to theft, vandalism or disasters such as flood, fire or war (except as expressly provided under an applicable "SLA").

(e) Covered Products that are deemed "Retired Products", as listed on VS' website, including but not limited to: the THM150 Physiology Monitoring System, SM160 Mouse Handling Table and SR150 Rat Handling Table beyond their support date of December 31, 2023.

(f) Replacement of VetEquip's anesthesia vaporizer Covered Product solely for calibration purposes; for clarification, the anesthesia vaporizer, while a third-party product manufactured by VetEquip, carries the VS label, and is therefore considered a Covered Product and covered by VS pursuant to this Warranty Schedule. However, if Customer fails to flow-check and/or calibrate such anesthesia vaporizer (i.e., fails to operate, maintain or store the Covered Product in accordance with applicable specifications, instructions and manuals), VS' warranty does not cover replacement of such anesthesia vaporizer.

To the extent there is any conflict between the terms of this Warranty Schedule and any other documentation or statements provided by VS (other than a Confidential Quotation to Customer), the terms of this Warranty Schedule will prevail. For clarification purposes, in the case of a conflict between the terms of this Warranty Schedule and a statement in a Confidential Quotation provided by VS to Customer, the terms of the Confidential Quotation will prevail in such case.

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