



InterMetro Standard Terms and Conditions of Sale

1. Prices:

Unless otherwise specified in writing by Seller, Seller's price for the goods shall remain in effect for thirty (30) days after the date of Seller's quotation or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional, complete authorization for the immediate shipment of the Goods is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods to Seller's price for the Goods at the time of shipment.

2. Taxes:

Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. Terms of Payment:

Subject to the approval of Seller's Credit Department, terms are 1% ten (10) days net thirty (30) days from date of Seller's invoice in U.S. currency. Freight and handling charges are not subject to discount. If any payment owed to Seller is not paid when due, it shall bear interest at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the Goods theretofore delivered. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Seller shall have the right among other remedies, either to terminate the Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

Minimum Order:

Orders under \$250.00 net, routed prepaid via small package carriers (UPS and FedEx), will be charged \$39.00 freight and handling. Orders under \$250.00 net, routed air freight, LTL, third party, or collect, will be charged a handling fee of \$29.00 plus actual freight costs when applicable. (All amounts in U.S. currency.)

Returns of Non-Defective Goods:

Written approval from Seller's customer service is required to return merchandise. All merchandise must be returned within 45 days from the invoice date and be returned in original, unopened, and resalable packaging.

1. Minimum return value — \$200.00 net.
2. Restocking charge — 15% (\$50.00 minimum).
3. Exceptions — Special orders of cut posts, made to order dollies, cart covers, Designer Color product, Configured Products, and custom or made-to-order Goods are not returnable (See Section 17).

4. Shipment and Delivery:

While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments and to segregate Configured Products and other made-to-order Goods from normal stock Goods. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Risk of loss and legal title to the Goods shall transfer to Buyer for sales in which the end destination of the Goods is outside of the United States immediately after the Goods have passed beyond the territorial limits of the United States. For all other shipments, risk of loss for damage and responsibility shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. All shipments are F.O.B. Seller's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery. Order consolidation may be available for an additional charge and Buyer may contact Seller's customer service for more information.

5. Limited Warranty:

Subject to the limitations of Section 6, Seller warrants that the Software will execute the programming instructions provided by Seller and that the Goods will be free from defects in material and workmanship under normal use, service and maintenance for a period of one (1) year from the date of shipment of the Goods by Seller, unless otherwise specified by Seller in writing. Seller does not warrant that the operation of the Software shall be uninterrupted or error free. THE WARRANTIES SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 7, ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

These warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, or improper installation, maintenance or application. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, warranties or other provisions contained herein which are affected by such conditions shall be null and void.



If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option, and as Buyer's exclusive remedy, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the goods found by Seller to be defective.

Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. All costs of dismantling, reinstallation and freight and the time and expense of Seller's personnel and representatives for site travel and diagnosis under these warranties shall be borne by Buyer unless accepted in writing by Seller. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty warranties for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

Section 5 applies to any entity or person who may buy, acquire or use the Goods, including any entity or person who obtains the Goods from Buyer, and shall be bound by the limitations therein, including Section 6. Buyer agrees to provide such subsequent transferee conspicuous, written notice of the provisions of Sections 5 and 6.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

In addition to the above standard warranty, Seller offers a MetroESPSM Parts-Only Extended Warranty Option, a MetroESPSM Parts & Labor Extended Warranty Option, a MetroESPSM Preventive Maintenance Option, a MetroESPSM Technical Support Option and a MetroESPSM Installation Option (collectively, the "Service Options"). To learn more about the terms of these options, see Seller's website at www.metro.com/terms. If Buyer elects to purchase a MetroESPSM Option, Buyer will be bound to the terms and conditions, which are contained on such website address, at the time of Buyer's order submission. Seller reserves the right to change the terms of such MetroESPSM Options at any time in its discretion; provided, that the terms in effect at the time of Buyer's order shall remain the terms applicable to such order.

6. Limitation of Remedy and Liability:

THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 7) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss

of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. Patents and Copyrights:

Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions (i) of such Goods, or (ii) of any combination of Goods acquired from Seller in a system designed by Seller. In the event such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability.

8. Excuse of Performance:

Seller shall not be liable for delays in performance or for non-performance due to the following (none of which is as a result of Seller's negligent or intentional conduct): acts of God, acts of Buyer, war, riot, fire, flood, power surges, other severe weather, sabotage, or epidemics; strikes or labor disturbances; governmental requests, restrictions, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. If Seller determines that its ability to supply the total demand for the Goods is made impracticable due to causes addressed in this Section 8, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or such materials) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom. Deliveries suspended or not made by reason of this section may be canceled by Seller upon notice to Buyer without liability, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.

If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.



things, all costs and expenses incurred and commitments made by the Seller and a reasonable profit thereon. Large requirements of made-to order products may require a non-cancelable purchase order. Provided, however, Buyer shall incur no costs for canceling orders in which seller has not timely delivered. Once ordered, MetroESP™ options may not be cancelled, and are not refundable, in whole or part.

10. Changes:

Buyer may request changes or additions to the Goods consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price and delivery schedule.

Seller reserves the right to change designs and specifications for the Goods without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer.

11. Tooling:

Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interests in, or rights to possession or removal, nor prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

12. Assignment:

Buyer shall not assign its rights or delegate its duties hereunder or any interest therein or any rights hereunder without the prior written consent of the Seller, and any such assignment, without such consent, shall be void.

13. Software:

Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement.

14. General Provisions:

These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected by Seller and deemed a material alteration hereof. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the State of Missouri without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Missouri and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The Convention for the International Sales of Goods shall not apply to this agreement.

15. Buyer's Compliance with Laws:

In connection with the transactions contemplated by this agreement, Buyer is familiar with and shall fully comply with all applicable laws, regulations, rules and other requirements of the United States and of any applicable state, foreign and local governmental body in connection with the purchase, receipt, use, shipment, transfer and disposal of the Goods.

16. Export/Import:

Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods in violation of such applicable laws, regulations, orders or requirements.

17. Additional Terms & Conditions Expressly Related to Configured Products*:

The following Terms and Conditions provided expressly for Configured Products supersede those stated for all other Goods of Seller. Those situations not specifically addressed by the following Configured Products Terms and Conditions are governed by Seller's standard Terms and Conditions of Sale as provided above.

A. Configured Products-Order Change/Cancellation Policy:

All order change requests must be requested through Seller's customer service. Changes/cancellations requested within 7 workdays of the scheduled ship date that will impact order production, will incur, at minimum, a 20% Change/Cancellation Fee, up to the full order value, depending on the percentage of the order completed. Customer service will relay percentage of order completed along with the Change/Cancellation Fee amount. Prior to Seller accepting the change, a revised purchase order (including associated Fee) is required. Orders for C5 cabinets with an "A" suffix are non-cancellable and non-returnable.

B. Configured Products-Return Policy:

—Accessories are returnable at the sole discretion of Seller.

- A Return Merchandise Authorization (RMA) must be obtained through Seller's customer service prior to returning the product.
- All returns will be coordinated by Seller's customer service and return freight costs will be charged back.
- All returns must be in original packaging, unused and in saleable condition.
- All returns must be made within 45 days of invoice date.
- *Minimum return value is \$100.00 net.*
- *There will be a 20% Restocking Fee (\$25.00 minimum) based on items credited after an inspection is performed on the product at the Seller's facility.*

**Configured Products apply to thermal holding and transport cabinets, healthcare carts, point-of-care workstations, automated dispensing products, modular work centers, countertops, fixtures and medication carts.*

