

BEACONMEDAES TERMS AND CONDITIONS FOR INTERNATIONAL SALES

1. GENERAL

As used herein, "BeaconMedaes" means BeaconMedaes LLC. "Purchaser" means the entity purchasing the Products or Services from BeaconMedaes. "Products" as used herein includes any equipment, machine, part, accessory, system, item and/or service sold by BeaconMedaes to Purchaser. "Services" as used herein includes any and all repairs, installations, start up, preventive maintenance, performance verification, calibration, training and/or other service performed offered or performed by BeaconMedaes for Purchaser. All bids, quotations, acknowledgements, offers, and sales by BeaconMedaes are subject to and expressly conditioned upon these Terms and Conditions of Sale. BeaconMedaes' sale of any Products/Services is expressly conditioned on Purchaser's assent to these Terms and Conditions of Sale. Any acceptance of BeaconMedaes' offer is expressly limited to acceptance of these Terms and Conditions of Sale. Any terms or conditions (previously, contemporaneously, or hereafter) provided by Purchaser which add to, vary from, or conflict with these Terms and Conditions of Sale are hereby expressly objected to and rejected. Where terms and conditions of sale between Purchaser and BeaconMedaes are conflicting or inconsistent, BeaconMedaes Terms and Conditions shall prevail.

2. PRICES AND TAXES

All prices shown are Ex Works BeaconMedaes' facility unless otherwise approved by BeaconMedaes Management. Except as expressly set forth on the face hereof, prices do not include customs duties, levies, or sales, use, excise or other taxes ("Taxes"). All such Taxes and all personal property taxes assessable on the Products after delivery to carrier shall be set out on BeaconMedaes's invoice and paid by the Purchaser.

3. TERMS AND METHOD OF PAYMENT

Payment is due by one of the following methods: (a) prepayment in advance of shipment (by wire transfer or means that will provide available funds prior to shipment); or (b) by irrevocable letter of credit payable thirty (30) days after shipment by a bank acceptable to BeaconMedaes (with all fees and charges to be paid by applicant). However, if open account credit is granted (which is subject to BeaconMedaes' continuing approval), then payment shall be due and payable in full forty-five (45) days after invoice date. Service charges of 1-1/2% per month or, if less, the maximum permitted by applicable law, may be charged on past due amounts. BeaconMedaes hereby reserves a security interest in the Products sold hereunder and proceeds thereof to secure the purchase price of such Products. If Purchaser defaults on payment and BeaconMedaes puts the account into collection, Purchaser agrees to pay all costs and expenses of collection, including, without limitation, reasonable attorney's fees, court costs and any contingency fees paid to a collection agent.

4. DELIVERY AND RISK OF LOSS

Except as otherwise mutually agreed, orders will ship Ex Works BeaconMedaes' facility, at which time title to and risk of loss or damage in the Products shall pass to Purchaser. If Purchaser has an established termed credit account with BeaconMedaes or as determined by BeaconMedaes, an order may ship to the nearest U.S. Port and Purchaser shall be billed for cost of freight from BeaconMedaes' facility to U.S. Port. For all other shipments, Purchaser shall arrange at its cost for shipment of the Products to Purchaser.

Times between order and delivery of Products may vary. BeaconMedaes shall not be responsible for any loss or liability suffered by Purchaser as a result of failure or delay in the delivery of Products. If BeaconMedaes obtains insurance, BeaconMedaes shall in its sole discretion determine the insurance carrier and the packaging for the Products. Purchaser shall reimburse BeaconMedaes for any insurance obtained covering risks involved in transporting Products to Purchaser, but BeaconMedaes is not required to obtain such insurance.

5. ACCEPTANCE

Purchaser shall inspect Products promptly upon receipt at the shipping destination and may reject any Product which fails in any significant respect to meet BeaconMedaes' specifications as set forth in BeaconMedaes' most recent product literature. Products not rejected by notifying BeaconMedaes and requesting a returned materials authorization ("RMA") within ninety (90) days of receipt shall be deemed accepted. Rejected Products shall be returned freight prepaid to BeaconMedaes within ten (10) days of receiving RMA. BeaconMedaes shall, at its option and expense, either repair or replace properly rejected Products. Purchaser shall pay transportation in both directions. Risk of loss or damage to Products shipped in this Section 4 shall be borne during shipment by the party shipping the Products.

Except for Products properly rejected under this Section 5 or returned for repair or replacement under Section 6, no Products will be accepted for credit return without BeaconMedaes' prior written authorization, which is up to BeaconMedaes' sole discretion. If BeaconMedaes accepts the return of a Product for credit, Purchaser returning the Products to a pay restocking fee of up to twenty-five percent (25%) of the purchase price. BeaconMedaes will accept the return of Products delivered in error, and Purchaser will be credited or not charged for such Products.

6. WARRANTY

BeaconMedaes warrants the Products to be free of defects in materials and workmanship when installed and operated in accordance with BeaconMedaes' instructions and subject to the conditions set forth herein.

This warranty requires the Purchaser to ensure that the Product is:

1. Installed in accordance with installation instructions provided with the Product and installed with reasonable access for maintenance and repair. Purchaser is responsible for handling and lifting, if access is restricted.
2. Started up or placed in service by an authorized representative of BeaconMedaes, which includes completion and forwarding to BeaconMedaes of an appropriate start-up checklist.
3. Installed and verified for operational compliance in accordance with local codes and regulations.
4. Maintained in strict accordance with Operation and Maintenance Instructions, including the recalibration, adjustment or replacement of critical monitoring devices at the specified intervals.
5. Serviced using BeaconMedaes supplied parts and lubricants.

Warranty claims will be honored only after examination by BeaconMedaes and only when the examination discloses to BeaconMedaes' reasonable satisfaction that the Product has not been damaged in shipment or installation, improperly installed, operated outside of any published operating limits (including but not limited to temperature, pressure, elevation, humidity, or ventilation), improperly or inadequately maintained, field modified in any way, improperly repaired, or in any other way improperly applied or used.

All claims against this warranty require prompt notification, within the warranty period, of any seeming defect. Failure to promptly notify BeaconMedaes of the seeming defect will invalidate all warranties. Upon receipt of notification, BeaconMedaes as its responsibility for breach of warranty shall either promptly replace the parts or provide credit for the non-conforming Product, as determined by BeaconMedaes in its sole discretion. This warranty only covers the Products and spare parts and specifically does not include labor and travel costs.

This warranty is given in lieu of all other warranties, expressed or implied, including implied warranties of fitness for a particular purpose and merchantability.

Warranty Periods – Lifeline Equipment

	From Shipment	From Startup
LifeLine Medical Air Systems	18 months	12 months
LifeLine Desiccant Air Dryer Systems	18 months	12 months
LifeLine Lubricated Vane Vacuum Systems	18 months	12 months
LifeLine Oil-less Vane Vacuum Systems	18 months	12 months
LifeLine Liquid Ring Vacuum Systems	18 months	12 months
LifeLine Claw (Standard and O2 Assured) Vacuum Systems	18 months	12 months

All warranties exclude consumable items, which are warranted parts only until their first recommended change interval as shown in the operation and Maintenance Manual.

Warranty Periods – Lifeline Products

LifeLine Medical Air and Vacuum Systems are covered for replacement of defective parts for 18 months from the date of shipment or 12 months from start-up, whichever comes first.

Pipeline Products

	From Shipment	From Startup
Pipeline Products	30 months	24 months

PipeLine Products consist of: Gas Outlets, Alarms, Manifolds, Valves, Valve Boxes, Emergency O2 Inlets, Gas Control Panels, Ceiling Columns, Floor Pedestals,

Conditions of Warranty Periods – Pipeline Products

Covers replacement of defective parts for 30 months from the date of shipment or 24 months from start-up, whichever comes first.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL BEACONMEDAES BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR REPROCUREMENT COSTS, LOST PROFITS, LOSS OF USE, OR INCIDENTAL SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF BEACONMEDAES HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, INSTALLATION, USE LOSS OF USE, REPAIR OR PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING ALL ADDITIONS TO AND REPLACEMENTS OF THE PRODUCTS, OR ANY FAILURE OR DELAY IN CONNECTION WITH ANY OF THE FOREGOING. IN NO EVENT SHALL BEACONMEDAES' LIABILITY ARISING IN CONNECTION WITH ANY PRODUCT(S) OR SERVICE(S) SOLD OR TO BE SOLD HEREUNDER (WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, TORT, OTHERWISE) EXCEED THE ACTUAL AMOUNT PAID BY PURCHASER TO BEACONMEDAES FOR THE PRODUCTS OR SERVICES INVOLVED IN SUCH CLAIM. THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE ANY LIABILITY WHICH, UNDER APPLICABLE PRODUCTS LIABILITY LAW, CANNOT LEGALLY BE PRECLUDED BY CONTRACT.

8. PATENT INDEMNITY

BeaconMedaes shall defend or settle, at its own expense, any suit or proceeding against Purchaser in a United States court for direct infringement by the Products of any duly issued U.S. patent. BeaconMedaes shall pay all damages and costs, not exceeding the total purchase price of such Products, finally awarded against Purchaser in any such suit or proceeding because of direct infringement. BeaconMedaes' obligations under this section are conditioned on BeaconMedaes receiving (a) prompt notice from Purchaser 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 Purchaser with respect to the defense or settlement of same. BeaconMedaes shall not be bound by any settlement made without BeaconMedaes' prior written consent.

BeaconMedaes 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 manufactured by BeaconMedaes, (ii) use of any Product in a manner not recommended by BeaconMedaes or for which it was not designed, (iii) any Product that has been altered or modified in any way by anyone other than an employee or agent of BeaconMedaes, or (iv) any Product manufactured in accordance with specifications supplied by Purchaser or any party other than BeaconMedaes. This section states BeaconMedaes' sole and exclusive liability for any claim of any third party by way of infringement or the like.

9. PRODUCT MARKINGS

Purchaser shall not remove or alter any tags, labels or identifying markings placed by BeaconMedaes on any Products or their packaging.

10. EXCUSABLE DELAYS

If the performance of any obligation, except for payment of monies due, is prevented, restricted or interfered with by reason of any 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 performance is due, shall be excused from such performance to the extent of such prevention, restriction, or interference.

11. CANCELLATION/CHANGES

Any changes, deviations or request for cancellation required by the Purchaser as to any Products after BeaconMedaes' acceptance of Purchaser's order must be approved in writing by BeaconMedaes. If BeaconMedaes approves such changes, deviations or cancellation, all expenses incurred up to the time of the approved change, deviation or cancellation will be paid by Purchaser.

12. ANTI-CORRUPTION AND ETHICAL STANDARDS

The Parties agree to abide by all applicable anti-corruption legislation, especially the US Foreign Corrupt Practices Act, the UK Bribery Act and the OECD Convention on Combatting Bribery of Foreign Public Officials, and Atlas Copco's Code of Conduct and ethical standards, which can be found at the following link: (<https://www.atlascopcogroup.com/en/sustainability/our-business-code-of-practice>) (<https://www.atlascopcogroup.com/en/sustainability>), all as amended from time to time.

13. TRADE COMPLIANCE

Products, services, technical data, technology, software, and any other items or information provided by BeaconMedaes to Purchaser shall at all times be subject to all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Purchaser expressly agrees that no Product, services, technical data, technology, software or other items or information or assistance or other item received from BeaconMedaes shall be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons or exported (or re-exported) by Purchaser or its authorized transferees (if any), directly or indirectly, in violation of any law or regulation. Activities in conjunction with these Terms and Conditions of Sale are generally and as a rule not permitted for countries and citizens of Country Group E according to US Export Administration Regulations (e.g. Iran, Syria, North Korea, Sudan, Cuba). Purchaser expressly agrees to indemnify BeaconMedaes from all costs, liabilities, penalties, sanctions, and fines arising from Purchaser's non-compliance with this section. In the event BeaconMedaes' performance under the order or any part thereof or related to it, is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions, BeaconMedaes shall have the right to terminate the order or any part thereof or related to it, without any further liability, with immediate effect and without prior notice to Purchaser.

14. MISCELLANEOUS

Purchaser's purchase orders and these Terms and Conditions of Sale shall be governed by the laws of the State of South Carolina (excluding laws governing choice of law). With respect to these Terms and Conditions of Sale, no representation, promise, waiver, amendment or modification shall be binding on either Purchaser or BeaconMedaes, as a warranty or otherwise, unless it is in writing and signed on behalf of such party by a duly authorized representative.

BeaconMedaes' Terms and Conditions apply to and are shall be incorporated into all contracts for the sale and supply of the Products by BeaconMedaes unless otherwise expressly and specifically agreed to in writing by BeaconMedaes. Any terms provided by the Purchaser in its purchase order or ancillary documents are hereby excluded.

Accepted on behalf of: _____ (company name)

Name: _____

Position: _____

Date: _____