

IRADIMED CORPORATION

North America Sales Terms and Conditions

If customer has a valid, executed Purchasing Agreement, the terms, and conditions of the sale for that agreement applies. If customer needs a copy of the applicable purchasing agreement, please contact the hospital purchasing department or the IRadimed territory sales manager. In addition to the terms and conditions of that Purchasing Agreement, the following applies:

- All quotations are valid for a purchase order received on or before the quote expiration date.
- All applicable taxes will be in addition to the amount listed on the quote unless a tax-exemption certificate is provided by the customer.
- Purchased in-service training and DERS must be completed within ninety (90) days of product delivery.
- Purchased extended warranty does not begin until after the one-year factory warranty has ended. Extended warranty pricing is valid only when purchased and paid for concurrently with the corresponding product purchase.
- If an MRI Patient Monitor is being purchased, the sale includes an accessory starter pack and twelve (12) month factory warranty.
- Zero-dollar demonstration quotations or purchase orders are for product evaluation purposes only and are NOT to be used for the purchase of products or services.
- **Back Orders:** All back-ordered items will be shipped as soon as reasonable possible as stock becomes available. Invoices shall be dated no earlier than the date of shipment or delivery of service.
- **Damages/Shortages:** Upon delivery of products, customer shall inspect for damages. Any damage identifies should be noted on the bill of lading and customer will notify the carrier immediately to initiate a customer freight claim. Claims for products damaged during transport must be made directly to the transport company.
- **Returns:** No products returns are accepted without obtaining a return authorization from IRadimed. Requests for return authorization must be made within ten (10) business days of receipt of goods. Authorized returned products, unless defective, must be unused and in resalable condition and in their original packaging in order for credit. There is a twenty percent (20%) restocking charge on all returned products, excluding defective products, and the customer is responsible for all freight charges. On a paid invoice the customer will be issued a credit memo.
- **Warranty:** Products sold by IRadimed are fully warranted to be free from defects in material or workmanship. A copy of IRadimed warranty is available to customers upon request. After the warranty expiration period, IRadimed may provide service for a customer at a cost. IRadimed does not warrant the loss, damage or defects of any product that is the result of shipping, storage, accident, abuse, alteration, misuse, neglect, fire or other hazard, failure to use reasonable care, or lack of routine maintenance and care.
- If there is any conflict between the terms and conditions of the executed purchasing agreement and the terms and conditions of an executed **Addendum**, the terms and conditions of the Addendum shall prevail.

LIMITATION OF LIABILITY: IN NO EVENT WILL IRADIMED BE RESPONSIBLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR COMMERCIAL LOSS HOWSOEVER CAUSED UNLESS PROHIBITED BY LAW. IRADIMED'S LIABILITY SHALL IN ANY CASE NOT EXCEED THE PAYMENT RECEIVED FOR THE PRODUCT FURNISHED TO THE CUSTOMER. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION, AND ALL THE OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF IRADIMED, UNLESS PROHIBITED BY LAW.

The Terms & Conditions set forth above, are being made available to all customers by electronic means at <https://www.iradimed.com/terms-and-conditions>. Any questions regarding the terms and conditions should be submitted by email to sales@iradimed.com. IRadimed reserves the right to update these terms and conditions from time to time without prior notice in accordance with federal, state, and local laws. Thank you for doing business with IRadimed.

If Customer does NOT have a valid purchasing agreement, the following terms and conditions of sale apply:

- All quotations are valid for a shippable purchase order received on or before the quote expiration date.
- All applicable taxes will be in addition to the amount listed on the quote unless a tax-exemption certificate is provided by the customer.
- Purchased in-service training and DERS (if applicable) must be completed within ninety (90) days of product shipment.
- Purchased extended warranty does not begin until after the one-year factory warranty has ended. Extended warranty pricing is valid only when purchased and paid for concurrently with the corresponding equipment purchase.
- If an MRI monitor is being purchased, the sale includes an Accessory Starter Pack and twelve (12) month factory warranty.
- Zero-dollar demonstration quotations or purchase orders are for product evaluation purposes only and are NOT to be used for purchase of equipment.
- If a customer's purchase order policy requires a confirming order, it must clearly be marked with "CONFIRMING".
- **Back Orders:** All back-ordered items will be shipped as soon as reasonable possible as stock becomes available. Invoices shall be dated no earlier than the date of shipment or delivery of service.
- **Payment:** Net thirty (30) days after shipment or delivery of service. Credit card orders are authorized within twenty-four (24) hours. There is a \$35 charge for NSF checks.
- **Open Account:** Terms are net thirty (30) days due from the invoice date. A service charge of 1.5% per month will be added to past due accounts. To establish a credit line with IRadimed, please provide bank name, address, phone number and contact person along with bank account number and three business references.
- **Shipping:** Charges for shipping, handling, insurance, and packaging (SHIP) are added to invoice and payable by customer.
- F.O.B. Shipping Point and insured for full value. Most shipments are sent by UPS unless otherwise specified. Large truck shipments are sent freight collect or prepaid and added to customer invoice. Shipments by air or other special methods can be requested. If the purchaser elects to have products shipped via their own carrier, and pays that carrier directly, the SHIP charge will only include handling and packaging.
- **Back Orders:** All back-ordered items shipped as soon as stock is received. No item will be invoiced until shipped.
- **Damages/Shortages:** Upon receipt of shipment, inspect for parcel shortages or damages. Note the problem on the bill of lading and notify the carrier immediately to initiate a customer freight claim. Claims for merchandise damaged during shipment must be made directly to the transport company.
- **Returns:** No product returns are accepted without obtaining a return authorization from IRadimed. Requests for return authorization must be made within 10 business days of receipt of goods. Authorized returned products, unless defective, must be unused and in resalable condition and in their original packaging. There is a twenty percent (20%) restocking charge on all returned products, excluding defective products, and the customer is responsible for all freight charges. On a paid invoice the customer will be issued a credit memo.
- **Warranty:** Products sold by IRadimed are fully warranted to be free from defects in material or workmanship. Copies of IRadimed warranty are available to customers upon request. After the warranty expiration period, IRadimed may provide service for a customer at a cost. IRadimed does not warrant the loss, damage or defects of any product that is the result of shipping, storage, accident, abuse, alteration, misuse, neglect, fire or other hazard, failure to use reasonable care, or lack of routine maintenance and care.
- You may not post, reproduce, or distribute IRadimed quotations, or other proprietary rights without obtaining the prior written consent.

LIMITATION OF LIABILITY: IN NO EVENT WILL IRADIMED BE RESPONSIBLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR COMMERCIAL LOSS HOWSOEVER CAUSED UNLESS PROHIBITED BY LAW. IRADIMED'S LIABILITY SHALL IN ANY CASE NOT EXCEED THE PAYMENT RECEIVED FOR THE PRODUCT FURNISHED TO THE CUSTOMER. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION, AND ALL THE OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF IRADIMED, UNLESS PROHIBITED BY LAW.

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