STANDARD EQUIPMENT SERVICE TERMS AND CONDITIONS

1. AGREEMENT

These Standard Equipment Service Terms and Conditions ("Terms") apply to the Service Program identified in the applicable Service Plan Proposal, Service Quote, Order Form, Renewal Quote, or other ordering document provided by Supplier and accepted by Customer ("Ordering Document").

By issuing a purchase order, executing an Ordering Document, remitting payment, accepting Services, or otherwise authorizing Supplier to perform Services, Customer agrees to these Terms and Conditions. Together, these Terms, the applicable Ordering Document, and any incorporated exhibits or attachments constitute the "Agreement."

Any terms contained in Customer purchase order, supplier portal, acknowledgement, vendor onboarding documents, Customer website(s), or other documents provided by Customer that are inconsistent with, or in addition to this Agreement are rejected and shall have no force or effect unless expressly agreed to in writing and signed by Supplier.

Supplier reserves the right to designate and allocate Supplier employees, affiliates, subcontractors, or authorized third parties to perform Services under this Agreement.

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2. DEFINITIONS

"Annual Recertification" means an Equipment performance check to ensure Covered Equipment is performing in accordance with applicable Specifications. Annual Recertification is applicable only to instruments or Service Programs expressly identified by Supplier.

"Covered Equipment" means Supplier-provided equipment identified in the applicable Ordering Document.

"Customer" means the purchaser of Services identified in the applicable Ordering Document.

"Modification" means required technical service bulletins or engineering updates that modify the hardware and/or software of Equipment.

"Preventative Maintenance (PM) Service" means a scheduled maintenance visit performed by Supplier for examining and maintaining Equipment in accordance with the Specifications and applicable service requirements.

"Repair Services" means troubleshooting, diagnosis, repair, replacement, adjustment, calibration, and related services necessary to restore Equipment performance in accordance with the Specifications.

"Service Parts" means replacement components incorporated into Equipment in connection with Services.

"Service Program" means the coverage level or maintenance plan described in the applicable Ordering Document.

"Services" means any combination of Annual Recertification (where applicable), Preventative Maintenance, Repair Services, technical support, and/or related services performed under this Agreement.

"Specifications" means Supplier-provided technical documentation, operating requirements, service manuals, or published specifications relating to Covered Equipment.

"Supplier" means DiaSorin Inc., DiaSorin Molecular LLC, DiaSorin Canada, Luminex Corporation, or such other Diasorin affiliate identified in the applicable Ordering Document.

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3. TERM, PRICING, AND PAYMENT

The Agreement shall commence on the Effective Date and continue through the Service End Date set forth in the applicable Ordering Document unless earlier terminated pursuant to this Agreement.

Customer shall pay all fees specified in the applicable Ordering Document. Notwithstanding the foregoing, Supplier shall invoice the Equipment Service Fee in advance on an annual basis prior to each year of Service coverage.

Payment is due net thirty (30) days from invoice date unless otherwise stated in the Ordering Document.

Supplier may suspend or discontinue performance of Services if Customer fails to timely pay undisputed amounts when due, or if Customer does not timely provide Supplier with a purchase order prior to each year of Service coverage.

All payments made under this Agreement are non-refundable unless otherwise expressly agreed in writing.

If Customer receives pricing based upon a multi-year commitment, multi-system commitment, bundled offering, or other discount structure and subsequently terminates coverage before the applicable Service End Date for reasons other than Supplier default, Customer shall pay the difference between the discounted pricing received and the pricing that would have applied absent such commitment. Such amount shall become immediately due upon termination.

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4. SERVICE COVERAGE

Supplier shall provide Services for Covered Equipment identified in the applicable Ordering Document during the applicable Coverage Period.

For Covered Equipment that is owned by Customer and covered by a multi-year service program, Customer may elect not to renew a future year of Service coverage by providing written notice at least sixty (60) days before commencement of the next coverage period. Once coverage is discontinued, reinstatement may require inspection, recertification, and payment of reinstatement fees determined by Supplier. Customer may not discontinue Service coverage on any Supplier-owned Covered Equipment.

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5. PHONE SUPPORT

Technical support will be available during the support hours designated by Supplier for the applicable product family.

Current support contact information and support hours are available through Supplier's customer service organization and may be updated from time to time.

Supplier may provide support through telephone, remote diagnostics, electronic communication, or other methods determined appropriate by Supplier.

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6. SERVICE HOURS

Unless otherwise specified in the applicable Service Program, Services are performed during regular business hours, Monday through Friday, 8:00am – 5:00pm, excluding Supplier-recognized holidays.

Upon Supplier's determination that on-site service is required, Supplier will use commercially reasonable efforts to provide such service within two (2) business days. Response times are targets only and are not guaranteed service levels.

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7. PREVENTATIVE MAINTENANCE

Preventative Maintenance shall be performed in accordance with the Specifications and pursuant to a mutually agreed service schedule.

Supplier may combine Preventative Maintenance activities with Repair Services when operationally appropriate.

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8. EQUIPMENT PARTS

Service Parts supplied under this Agreement may, at Supplier's discretion, be new, remanufactured, refurbished, repaired, or equivalent parts meeting original performance specifications.

All exchanged Service Parts and replaced components become the property of Supplier.

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9. ADDITIONAL SERVICES

Customer may request additional maintenance, repairs, relocations, inspections, training, recertification services, or other services not included in, or in addition to, the applicable Service Program.

Supplier may provide such services at its discretion and Customer shall pay Supplier's then-current labor rates, travel expenses, and applicable parts charges.

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10. EXCLUSIONS

The Service Program does not include service necessitated by:

1. Accident, misuse, abuse, neglect, or improper operation by Customer;
2. Fire, war, terrorism, vandalism, or other acts of God;
3. Power outages, electrical disturbances, or other environmental conditions external to Equipment;
4. Failure to operate or maintain Equipment according to Supplier instructions and the Specifications;
5. Unauthorized relocation of Equipment;

6. Unauthorized repairs, modifications, alterations, or attachments;
7. Use of chemicals that are not used for normal operation of the Equipment;
8. Use of third-party reagents, consumables, hardware, or software not approved in advance by Supplier;
9. Use of third-party products incompatible with Equipment;
10. Service performed by any person other than Supplier or its authorized representative.

Services arising from any of these causes may be provided at Supplier's standard time-and-material rates.

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11. LOANER EQUIPMENT

If Supplier determines that off-site service is necessary, Customer shall decontaminate and prepare the Covered Equipment for shipment in accordance with Supplier instructions.

Supplier may provide a temporary replacement equipment at its discretion (the “Loaner Equipment”).

Customer shall return any Loaner Equipment within five (5) business days after receipt of repaired or replacement equipment. Supplier may assess late return charges of up to $200 per day until returned.

Customer shall be responsible for damage to loaner equipment beyond ordinary wear and tear.

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12. CUSTOMER RESPONSIBILITIES

Customer shall:

- Provide Supplier reasonable access to Equipment.
- Provide adequate workspace, utilities, network access, and facilities required to perform Services.
- Make knowledgeable personnel available upon request by Supplier.

- Follow the Specifications and any other Supplier-provided operating instructions and maintenance procedures.
- Maintain appropriate environmental and operating conditions.

Supplier shall not be responsible for delays or failures caused by circumstances beyond reasonable control.

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13. INTELLECTUAL PROPERTY

All intellectual property rights relating to Services, methodologies, diagnostics, software, documentation, reports, and related materials remain the exclusive property of Supplier or its licensors.

No ownership rights or licenses are granted to Customer except as expressly stated herein.

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14. LIMITED WARRANTY

Supplier warrants that Services will be performed in a professional and workmanlike manner.

Customer's exclusive remedy and Supplier's sole obligation for breach of this warranty shall be re-performance of the affected Services or other reasonable corrective action determined by Supplier.

Warranty claims must be submitted within thirty (30) days after completion of the affected Services.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Notwithstanding the foregoing, and in lieu of providing Repair Services, Supplier may, at its sole discretion, and with Customer consent, replace the Covered Equipment with comparable equipment in satisfaction of its obligations under the Service Program.

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15. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE IN ANY EVENT FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE, EXEMPLARY, OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE SERVICES OR THE SUBJECT MATTER HEREOF, INCLUDING, WITHOUT LIMITATION, ANY CLAIM THAT USE OF COVERED PRODUCTS OR COVERED SOFTWARE CAUSED AN INACCURATE TEST RESULT OR MISDIAGNOSIS REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETEHR OR NOT EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

EXCEPT AS OTHERWISE PROVIDED HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OR RELATED TO THIS AGREEMENT, EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE SERVICE GIVING RISE TO THE CLAIM.

Notwithstanding the foregoing, Supplier shall not be required to provide Repair Services if the cumulative cost of repairs during a coverage year, as specified in the Ordering Document, exceeds the greater of:

1. The Equipment's then-current fair market value, as determined by Supplier; or
2. Two (2) times the annual service fee paid for the applicable Equipment.

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16. INSURANCE

Supplier, at its own cost and expense, will obtain and maintain in force during the term of this Agreement, the minimum insurance coverage(s) listed below, as applicable:

1. Commercial General Liability with limits of not less than one million US dollars ($1,000,000.00) per claim and two million US dollars ($2,000,000.00) in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Supplier under this Agreement.
2. Workers' Compensation with limits not less than the minimum amount required by applicable law and including Employer's Liability coverage in an amount not less than $500,000.
3. Errors and omissions coverage, with limits not less than one million US dollars ($1,000,000.00) in the aggregate.

4. Commercial Automobile Liability, including non-owned automobile liability, with limits not less than one million US dollars ($1,000,000.00), combined single limit.

Certificates of insurance shall be provided upon reasonable written request. Insurance requirements may be satisfied through a combination of primary and umbrella policies.

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18. DEFAULT

A Default occurs when a party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice.

Material breaches include, without limitation:

- Failure to make payment when due;
- Bankruptcy or insolvency;
- Assignment for the benefit of creditors;
- Material failure to perform contractual obligations.

The non-defaulting party may exercise any available legal or equitable remedy, including termination of this Agreement. Failure to immediately enforce any right shall not constitute a waiver.

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19. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of Minnesota, without regard to conflict of law principles.

Any dispute arising from or related to this Agreement shall be resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

Arbitration proceedings shall be conducted in Minnesota unless otherwise agreed by the parties.

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20. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties regarding the Services and supersedes all prior discussions and understandings.

Neither party's failure to enforce any provision shall constitute a waiver.

Neither party shall be liable for failure to perform due to Force Majeure events, including acts of God, war, terrorism, pandemic, labor disputes, governmental actions, or similar events beyond reasonable control; provided, however, that Force Majeure shall not excuse Customer's obligation to pay amounts already due.

The terms of this Agreement are confidential.

Supplier shall comply with applicable vendor credentialing requirements reasonably required for performance of Services.

If any provision is determined unenforceable, the remaining provisions shall remain in effect.

Supplier may assign this Agreement to an affiliate, successor, purchaser of assets, or other successor entity.

Section headings are for convenience only and do not affect interpretation.

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21. PRODUCT-SPECIFIC SERVICE PROVISIONS

Where specifically identified in the applicable Ordering Document, a Service Program may include:

- Annual Recertification;
- Remote Diagnostics;
- Software Updates;
- Service Bulletins and Modifications;
- Enhanced Technical Support;
- Additional response commitments.

Supplier may publish product-specific service descriptions, exhibits, or program summaries which shall supplement and become part of this Agreement. To the extent of a direct conflict, the product-specific exhibit shall govern solely for that product and service offering.