

Humanscale Healthcare Warranty



February 16, 2022

Humanscale Healthcare was acquired by Capsa Healthcare on February 16, 2022. Humanscale Healthcare point-of-care products are now a part of the Capsa family of brands.

THE FOLLOWING TERMS & CONDITIONS APPLY TO ALL HUMANSCALE HEALTHCARE PRODUCTS.

TERMS OF PAYMENT

Upon approved credit, terms of payment are net 30 from date of shipment. Deposits may be required for large or custom orders. The processing of orders and/or shipment of orders placed may be delayed if the deposit is not received with the order or if customer's account is in "Past Due" status.

CREDIT POLICY

All customers of Humanscale Healthcare must complete a credit application, with current information, which must be signed by an owner or officer. A line of credit may be set by our Credit Department, however the basis for the line of credit may be changed or cancelled at our discretion and advance payment may be required. Any unpaid balance, upon which payments are not made according to the terms governing the sale, will be considered "Past Due" and will increase by a maximum of 2% per month, without forfeit of Humanscale Healthcare's right to payment.

Any customer who has failed to pay for goods delivered or services rendered in a timely manner shall be liable for all fees, expenses, disbursements, and charges (including all legal costs) incurred by Humanscale Healthcare in collecting monies owed, as well as interest (at 24% per annum).

PURCHASE ORDERS

Purchase orders must include the following: "Bill To" and "Ship To" information—Company Name (Ship To company may be end user or installation company), Address, Telephone, Fax, Contact Person; End User Company Name; Requested Ship Date; Purchase Order Number; Special Delivery instructions including lift gate requirements and dock hours, Shipping and Packing Instructions (if applicable); Proper Discount Off Current List Price, Product Quantities and Full Model Numbers; and Total (List/Net).

ORDER CHANGES AND CANCELLATIONS

All changes to or cancellations of orders placed with Humanscale Healthcare must be in writing and sent to Humanscale Healthcare Customer Service. Orders may be changed or cancelled without penalty if Humanscale

Healthcare is notified at least three (3) weeks before the scheduled ship date for standard orders (under 250 units), or at least four (4) weeks before the scheduled ship date for large orders (250 units or more). Order changes or cancellations made less than three (3) weeks before the scheduled ship date for standard orders or less than four (4) weeks before the scheduled ship date for large orders will incur a minimum change/cancellation fee of 10% of net. Irrespective of when notified, changes or cancellations are not binding upon Humanscale Healthcare until Humanscale Healthcare issues a written acknowledgment of the change or cancellation. Order changes are defined as the deletion of line items; changes in style, configuration, quantity or requested ship date; or ship-to address changes. Order changes that result in a quantity reduction may be subject to an additional small order fee or adjustment in pricing. Under no circumstances will changes or cancellations be accepted on any custom accessories, special order, or custom product orders.

TAXES

Humanscale Healthcare list prices do not include sales tax. Customer is responsible to remit all such tax. Humanscale Healthcare requires a State Resale/Exemption Certification to be on file at its main office. Sales made without said Certificate will be charged the appropriate sales tax.

PRICES

All discounts and list prices are subject to change without notice. Prices are those in effect at the time of order entry. If the requested shipment date is more than 90 days after the order date, Humanscale Healthcare reserves the right to price said order based on the published list price as of the shipment date.

SHIPPING AND DELIVERY

All Humanscale Healthcare orders are acknowledged with a promise date (scheduled ship date) based on the product with the longest lead time. Large orders may increase standard lead times.

Medical Cart and Wall Mount orders, unless otherwise specified, will ship 3 to 5 weeks from the date of the order. Unless otherwise specified by the customer, Medical Carts will ship without the requested accessories assembled prior to shipping. Special or custom orders ship 4 to 6 weeks from the date of the order.

Ship Sets

All products ordered on a single purchase order will be delivered together in a single ship set. To break a ship set, customers must indicate "Ship as Available" on the purchase order. Upon request, customer accounts may be defaulted to ship all orders on an as-available basis.

Shipping Instructions:

Humanscale Healthcare will attempt to accommodate basic shipping instructions, such as "call before delivery" or "deliver before 12:00 p.m." if clearly identified on the purchase order as "Shipping Instructions." Dock hours, lift gate requirements and receiving contact information is required on all purchase orders upon submission.

Packing Instructions:

Humanscale Healthcare will attempt to accommodate basic packing instructions for internal delivery of specific items on an order, such as "Deliver to Joe Smith" or "Deliver to cube #218," if clearly identified on the purchase order as "Packing Instructions."

DELIVERY SHORTAGES

Product shortages must be noted at the time of delivery and reported to the carrier for correction. Claims against Humanscale Healthcare for shortages, errors, etc., must be made in writing and within ten (10) business days of the date of delivery or customer waives its right to make such a claim.

FREIGHT CLAIMS

Humanscale Healthcare will file all F.O.B. destination claims. In order to receive credit, customer agrees to cooperate and assist in the procedures set out by the carrier and Humanscale Healthcare.

EXTERNAL DAMAGE

If the shipping container shows any external damage, customer is instructed to refuse the product at time of delivery. If it is a multiple piece shipment, customer may refuse only the damaged items. Humanscale Healthcare will not issue full credit for returned product unless customer takes the following action steps:

1. Note damage on the delivery receipt at time of delivery.
2. Refuse product at time of delivery.
3. Contact Humanscale Healthcare Customer Service within 24 hours of the attempted delivery and advise them of the damage.
4. Enter a chargeable replacement order; credit will be issued after the disposition of damaged product is determined.

CONCEALED DAMAGE/LOSS

If customer determines that there is internal damage not visible at time of delivery, customer will retain all packaging materials and take the following action steps within fifteen (15) calendar days from the date of delivery:

1. Request inspection by calling local freight carrier to report damage.
2. Retain merchandise in the original box.
3. Call your Humanscale Healthcare Customer Service agent to provide order and product information.
4. Get a copy of the inspection report from carrier.
5. Enter a chargeable replacement order; credit will be issued after the disposition of damaged product is determined

STORAGE

If a customer is unable to accept a scheduled product delivery, Humanscale Healthcare, if notified in writing after product assembly and prior to the scheduled ship date, will store the product at customer's expense. Humanscale Healthcare shall invoice customer for the product and monthly Storage Fees.

Storage Fees will be 1% of the net order value per month or actual storage costs—whichever is greater. Storage Fees are calculated with a one-month minimum and will not be pro-rated. If customer is unable to accept a scheduled product upon delivery, customer shall be responsible for placing the product in storage and bears the risk of loss. However, payment of the balance due is per Humanscale Healthcare's Terms of Payment.

RETURN AUTHORIZATIONS AND REFUSALS

All returned and non-damaged refused orders are subject to a ten percent (10%) restocking fee. Special or custom order returns will not be accepted. Returns will not be accepted for products in which the warranty on the product's battery has become void. Customer must request a Return Authorization through the Humanscale Healthcare Customer Service Department within forty-five (45) days of product receipt to return any product. If Humanscale Healthcare agrees to restock the product, customer must return it freight prepaid to Humanscale Healthcare, F.O.B., to the original shipping point or as otherwise instructed by Humanscale Healthcare Customer Service. If product is returned without a Return Authorization, Humanscale Healthcare will notify customer of the unauthorized return and customer must provide instructions for its disposition within one week thereafter. Failure of customer to respond within one week will result in Humanscale Healthcare's right to dispose of the product with no credit. Return Authorizations expire sixty (60) days after the date of issue. If the returned product is not in resalable condition, customer will not receive credit for the return. Customer must promptly provide a purchase order or other acceptance of fees/credit reduction as required.

LIMITED WARRANTY

All Humanscale Healthcare TouchPoint, ViewPoint, MedLink and HealthPoint hardware products will remain free of defects in material and workmanship under normal use for a period of five (5) years from the shipping date, subject to any exclusions and limitations set forth below.

*The following will automatically void the warranty for all batteries:

- Batteries left uncharged for ninety (90) consecutive days.
- Batteries fully discharged and left uncharged for more than three (3) consecutive days.

Product	Warranty
TouchPoint T7 Mobile Technology Cart Power Supply	2 years
TouchPoint T7 Mobile Technology Cart SLA Battery	1 year capacity and against manufacturing defects*
TouchPoint T7 Mobile Technology Cart LiFe Battery	<p>Factory-installed LiFe batteries are covered against manufacturing defects for 3 years*. An extended warranty to cover against manufacturing defects for up to 5 years may be purchased.</p> <p>Factory-installed LiFe batteries are covered against capacity degradation as follows:</p> <ul style="list-style-type: none"> • A battery is considered defective if the capacity drops below 80% of its original capacity within 3 years or 2000 charging cycles (whichever occurs sooner). If this occurs 100% of the battery replacement cost is covered.* • A battery is considered defective if the capacity drops below 60% of its original capacity within 4 years or 2500 charging cycles (whichever occurs sooner). If this occurs 60% of the battery replacement cost is covered.* • A battery is considered defective if the capacity drops below 50% of its original capacity within 5 years or 3000 charging cycles (whichever occurs sooner). If this occurs 50% of the battery replacement cost is covered.*
MedLink Pro software and TouchPoint Fleet Manager software	Support is available provided the customer has a current, non-expired license subscription in place at the time support is requested. Support is not available for customers with expired license subscriptions.

These warranties are available to the original end-user customer only and are non-transferable. For these warranties to be valid, the Humanscale Healthcare product must have been purchased directly from Humanscale Healthcare and/or from an authorized dealership, distributor, retailer and/or reseller of Humanscale Healthcare. If products are procured through an authorized distributor, dealership, retailer and/or reseller, the end-user customer must be registered with Humanscale Healthcare for the warranty to be in effect. These warranties do not apply to normal wear and tear, or damage caused by accident, neglect, product abuse, misuse, and/or failure to follow instructions relating to the product's installation or intended use. Humanscale Healthcare will not be responsible for damage due to service, maintenance, modifications or tampering by anyone other than a Humanscale Healthcare authorized representative. Humanscale Healthcare will not be responsible for injury or damage caused by or associated with the installation and/or use of products in any manner

other than in strict conformance with the instructions set forth in its installation manuals and instruction sheets and/or product literature. These warranties do not cover damage caused by a carrier or transportation of the product from one location to another, or alterations made by owner. Humanscale Healthcare does not warrant damages or defects to the products under the following conditions: an Act of God, damage from electrical power problems, usage of parts or components not supplied by Humanscale Healthcare, failure to perform preventative maintenance, or damage caused by peripherals or software not supplied by Humanscale Healthcare.

In the event a product or product part is defective in material or workmanship during the warranty period, and Humanscale Healthcare receives written notice of the defect within the warranty period, Humanscale Healthcare will determine with customer if the defect is covered under warranty. Humanscale Healthcare, at its option, may repair

or replace the defective product or product part determined to be under warranty at customer's location or at a designated Humanscale Healthcare location. Labor costs associated with the repair of the product or product part may be the responsibility of Humanscale Healthcare if the product or product part is determined to be under warranty. Humanscale Healthcare must pre-approve the labor costs prior to the repair or replacement of warranty products or product parts. Customer must contact Humanscale Healthcare to obtain a Return Authorization through the Humanscale Healthcare Customer Service Department. Performance of any repair or replacement does not renew or extend the warranty period. If, after examining and testing a returned product or product part, Humanscale Healthcare determines that the product or product part is not defective, Humanscale Healthcare will notify customer and return the product or product part to customer. Customer will be responsible for the freight charges associated with the return of non-defective products or product parts. To return a product or product part for repair that is not covered by warranty, Customer must request a Return Authorization through the Humanscale Healthcare Customer Service Department. Customer will bear the costs of labor and freight charges associated with non-warranty repair. Customer will be charged a standard repair fee, specific to the product, for any product that is repaired outside of the warranty period. Repairs on products out of warranty also carry a 90-day warranty, effective the day that Customer receives the repaired product or product part. For products that are not covered under warranty: Customer may upgrade to a newer, functionally equivalent product at the list price; the product or product part will be returned to Customer; or Customer can request in writing that Humanscale Healthcare dispose of the product or product part for Customer, in which case a fee may apply as designated by local law.

DISCLAIMER

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Humanscale Healthcare does not warrant that customer's use of the Humanscale Healthcare product will be uninterrupted or error free. Any implied warranties that may be imposed by law are limited in duration to the Limited Warranty period, to the greatest extent allowed by law. Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this Limited Warranty may not apply. This Limited Warranty is subject to change without notification. Humanscale Healthcare devices are not intended to treat, cure, or prevent any disease or illness.

LIMITATION OF LIABILITY

Purchaser's remedies set forth herein are exclusive and the liability of Humanscale Healthcare with respect to the breach of this agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the product or part on which such liability is based. In no event will Humanscale Healthcare be liable to purchasers for any special, collateral, incidental or consequential damages however caused, whether by Humanscale Healthcare's negligence or otherwise.

The remedies provided above are the purchaser's sole remedies for any failure of Humanscale Healthcare to comply with its obligations regarding the workmanship of its products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of Humanscale Healthcare, with respect to or arising out of the product furnished hereunder.