

## Terms and Conditions of Sale

Unless the parties have executed a separate written agreement, these terms and conditions apply to the sale of products by BIOTRONIK, Inc. ("BIOTRONIK"). Because of differences in the physical condition of a patient, no representation or warranty is made that the body will not react adversely to the implantation or use of the implantable products and accessories, or that such products and accessories are suitable for treatment of the patient.

Except for the limited written warranty, which may be enclosed within the product packaging, BIOTRONIK disclaims any representation or warranty of any kind, express or implied, whether as to merchantability, fitness for a particular purpose, or any other matter. The remedies set forth in such written warranty are the exclusive remedies available.

Except as expressly provided, neither BIOTRONIK, nor any of its affiliates, agents, employees or representatives shall be liable for any loss, damage, or injury of any nature, whether direct, incidental or consequential, in connection with or resulting from, the use of products whether the claim is based on warranty, contract, tort, or otherwise.

BIOTRONIK may, at its sole option, accept the return of purchased goods for refund or replacement credit only. Purchased goods will be accepted for replacement credit only with the prior written authorization of BIOTRONIK. If BIOTRONIK chooses to accept the return of such goods, there will be a 25-percent restocking charge on each item.

All orders are subject to acceptance by BIOTRONIK. Payment is due within 30 days from date of invoice; F.O.B., Shipper. Payments not made within the terms on the invoice are subject to late payment charges, and overdue payments will be charged at 1.5% interest per month from the due date. Prices are subject to change without notice.

BIOTRONIK may provide purchaser with the use of interrogation technology (the "Programmer") for use when a patient requires device interrogation. The Programmer will remain the property of BIOTRONIK. BIOTRONIK may replace the Programmer at any time and may remove the Programmer upon giving the purchaser thirty (30) days' notice thereof. Purchaser will, (i) store the Programmer in a secure location, and (ii) limit the use and access of the Programmer to authorized BIOTRONIK and purchaser's employees. Purchaser will defend, indemnify and hold BIOTRONIK and its affiliates, employees, agents and representatives harmless from any unauthorized access or use of the Programmer.

Programmers may be equipped with a feature which allows for the wireless transmission of interrogation reports into Home Monitoring ("ReportShare"). The purchaser acknowledges that use of ReportShare may result in the transmission of interrogation reports for patients not registered with HMSC. Purchaser will obtain the written consent of the patient for the use of ReportShare and agrees to defend, indemnify and hold BIOTRONIK, and its affiliates, employees, agents and representatives harmless from Purchaser's failure to obtain such consent. Purchaser may request the export of Home Monitoring data ("Export") into purchaser's electronic health record system either directly or through a third-party interface. BIOTRONIK makes no guarantee that such Export will be uninterrupted or error-free.

If BIOTRONIK Home Monitoring® is included with the purchase of an implantable Home Monitoring device (pacemaker, ICD CRT-D, CRT-P or ICM); BIOTRONIK provides access to the BIOTRONIK Home Monitoring web site via the internet and the equipment needed for the transmission

of diagnostic data (hereinafter referred to as "CardioMessenger") for up to the warranted lifetime of the implanted device. The CardioMessenger shall become the property of the purchaser when the CardioMessenger is delivered by BIOTRONIK to the patient. Upon termination of Home Monitoring, BIOTRONIK is entitled to reclaim the CardioMessenger from the patient and to discontinue Home Monitoring for this CardioMessenger. The physician may elect not to use or to terminate Home Monitoring at any time, however it remains the sole responsibility of the physician to: (a) communicate its use, or termination, of the Service to the patient; and (b) inform the patient that the CardioMessenger is not an emergency alert system and does not release the patient from his or her obligation to seek emergency care in the case of a medical emergency. Title to the CardioMessenger shall revert to BIOTRONIK in the event the CardioMessenger is returned to BIOTRONIK.

BIOTRONIK reserves the right to suspend or terminate Home Monitoring Service for a specific implantable device: 1) upon written request of the physician or the patient; 2) when the implantable device goes out of service for any reason; or 3) when there have been no data transmissions from this device to the HMSC for more than 90 consecutive days. BIOTRONIK is further entitled to terminate Service for a specific device immediately upon use of the CardioMessenger outside its intended purpose.

BIOTRONIK may suspend or terminate user access to Home Monitoring: 1) upon written request of the physician; 2) for an individual user with no system login activity for a period of 90 days or more; or 3) for any user group when there has been no account activity by any authorized account user for a period of 180 consecutive days or more. BIOTRONIK may suspend distribution of CardioMessenger devices to the purchaser: 1) when there has been no system login activity by any authorized account user for a period of 90 days or more; or 2) if more than 50% of patients registered to the group have been "auto-deactivated" by the system following 60 or more days of non-transmission.

In no event will BIOTRONIK be liable for any indirect, special, punitive, or consequential damages of any kind or nature whatsoever, suffered by the other party or any third party, including, without limitation, lost profits, business interruptions or other economic loss arising out of: (a) any use or failure to be able to use recorded or transmissible data; (b) the accuracy or completeness of patient information based on recorded or transmissible data; (c) services provided through the use of this information; or (d) any losses, liabilities or claims incurred or arising in connection with the use of incorrect or misleading information based on recorded or transmissible data.

Any and all disputes arising out of or in connection with these Terms, including any question regarding its existence, validity, interpretation, performance or termination, shall be referred to and finally resolved by arbitration by the Arbitration Service of Portland in Portland, Oregon. The law governing this agreement shall be the substantive law of the State of Oregon. If legal action is instituted to collect past-due amounts, additional sums as the court or arbitrator may adjudge reasonable as attorney fees and statutory costs and disbursements, along with interest at the maximum legal rate, will be the legal debt of the defendant in any such legal action.

The purchaser agrees to be bound by these Terms and Conditions of Sale when purchasing products from BIOTRONIK.