



REFURBISHED
RESPIRATORY
EQUIPMENT

MASTER EQUIPMENT PURCHASE AGREEMENT

This master equipment purchase agreement, dated as of _____ (this “**Agreement**”), is entered into between Cryogenic Solutions, LLC, an Indiana limited liability company doing business as CIS, Cryogenic Inventory Solutions with a principal place of business located at 1936 South Lynhurst Drive, Suite M, Indianapolis, IN 46241 (“**Buyer**”) and _____, a _____ (“**Seller**”). Buyer desires to purchase from Seller, and Seller desires to sell to Buyer Equipment, in or more separate purchase transactions pursuant to purchase orders as may be issued from Buyer to Seller pursuant to this Agreement. In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Sale of Equipment.** Buyer may issue purchase orders to Seller for purchases of equipment or other goods (together with all rights of Seller under any applicable manufacturers’ warranties and all similar rights against third parties relating thereto and all related product specifications and data available to Seller including, without limitation, all warranties, bills of sale, agreements and records pertaining to the chain of title thereto, collectively, the “**Equipment**”) in written form via facsimile, email or US mail. Seller shall confirm to Buyer the receipt of each purchase order issued hereunder by sending a confirmation within seven days following Seller’s receipt thereof. Each confirmation must reference Buyer’s purchase order number, confirm acceptance of the purchase order or advise Buyer of Seller’s rejection of such purchase order, the date of acceptance or rejection, and the basis for rejection, if applicable. If Seller fails to issue a confirmation within the time set forth in the first sentence of this Section 1, or otherwise commences performance under such purchase order, Seller will be deemed to have accepted the purchase order. Buyer may withdraw any purchase order prior to Seller’s acceptance (or deemed acceptance) thereof.

2. **Shipping Terms.** Seller shall deliver the Equipment in the quantities and on the date(s) specified in the applicable Buyer’s purchase order (the “**Delivery Date**”). Timely delivery of the Equipment is of the essence. If Seller fails to deliver the Equipment in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Equipment on the Delivery Date. All Equipment shall be delivered to the address specified in the applicable Buyer’s purchase order (the “**Delivery Location**”) during Buyer’s normal business hours or as otherwise instructed by Buyer. Title passes to Buyer upon delivery of the Equipment to the Delivery Location and Seller bears all risk of loss or damage to the Equipment until delivery of the Equipment to the Delivery Location. Seller shall properly pack, mark and ship Equipment as instructed by Buyer and otherwise in accordance with applicable law and industry standards, and shall provide Buyer with shipment documentation showing Buyer’s applicable purchase order, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller’s name, the air waybill/bill of lading number, and the country of origin.

3. **Inspection and Rejection.** Buyer has the right to inspect the Equipment on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Equipment, and may reject all or any portion of the Equipment if it determines the Equipment is nonconforming or defective. If Buyer rejects any portion of the Equipment, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Equipment and require replacement of the rejected Equipment. If Buyer requires replacement of the Equipment, Seller shall, at its expense, promptly replace the nonconforming Equipment and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Equipment and the delivery of replacement Equipment. Any inspection or other action by Buyer under this Section shall not reduce or

otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

4. **Payment Terms.** Buyer shall purchase the Equipment from Seller at the prices agreed to between Buyer and Seller and as reflected in Buyer's purchase order. Buyer shall pay all properly invoiced amounts due to Seller within 30 days after Buyer's receipt of such invoice/receipt of equipment, except for any amounts disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

5. **Warranties and Remedies.** Seller warrants to Buyer that all Equipment will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, claims, pledges, leases, title retention agreements, mortgages, security interests, or other encumbrances or restrictions of any kind including, without limitation, any restriction on use, sale, resale, shipping, distribution, listing, marketing, advertising or the exercise of any other attribute of ownership; (f) be sold to Buyer with good, marketable and insurable title to such Equipment and (g) not infringe or misappropriate any third party's patent, copyright, trade secret or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Equipment by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Equipment and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Equipment to Buyer. Seller warrants to Buyer that Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller warrants to Buyer that Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Seller shall indemnify, defend and hold harmless Buyer and its officers, directors, managers, members, shareholders, owners, employees, agents, affiliates, successors and assigns (collectively, "**Indemnified party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Equipment or Seller's negligence, willful misconduct, or breach of this Agreement and/or any claim that Buyer's or Indemnified party's use, possession, sale, advertising for sale, resale or distribution of the Equipment infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party.

6. **Confidential Information.** All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

7. **Termination.** In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Equipment received and accepted by Buyer prior to the termination. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Section 5 (Warranties) and Section 6 (Confidential Information) of this Agreement, as well

as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

8. **Entire Agreement.** This Agreement, including and together with any related purchase order issued by Buyer to Seller and all related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The express terms and conditions contained in this Agreement together with Buyer's purchase order terms exclusively govern and control each of the parties' respective rights and obligations regarding the purchase and sale of the Equipment, and the parties' agreement is expressly limited to such terms and conditions. Any additional, contrary, or different terms contained in any of Seller's confirmations, invoices, or other communications, and any other attempt to modify, supersede, supplement, or otherwise alter this Agreement, are deemed rejected by Buyer and will not modify this Agreement or be binding on the parties unless such terms have been fully approved in a signed writing by both parties. Notwithstanding anything herein to the contrary, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

9. **Notices.** Subject to Section 1 regarding Buyer's purchase orders, all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other party at its address set forth at the top of the first page of this Agreement (or to such other address that the receiving party may designate from time to time in accordance with this Section) and must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid).

10. **Amendments and Waivers.** No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by each party. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11. **Successors and Assigns.** Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns. This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

12. **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of Indiana, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the state and federal courts sitting in Indianapolis, Indiana, and any appellate court from any thereof. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CRYOGENIC SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____