

MICROAIRE AIRECARE SERVICE TERMS & CONDITIONS

1. SCOPE

These terms and conditions ("Terms") apply to repair and preventative maintenance services provided by MicroAire Surgical Instruments ("MicroAire") for select MicroAire devices and are in addition to the General Terms & Conditions (www.microaire.com/terms-conditions/), which are incorporated herein by reference. The party receiving services shall be referred to as "Customer" or "You" in these Terms. In the event of any conflict between these Terms and the General Terms and Conditions, these Terms shall control with respect to Repair Service and/or Preventative Maintenance performed by MicroAire (collectively, "AireCare Service") on the following MicroAire devices: PAL-650 Handpiece, PAL-750 Handpiece, PAL-5006 Cable, and 5020 Console. MicroAire reserves the right to amend these Terms from time to time by posting updated Terms on its website.

PLEASE READ THESE TERMS CAREFULLY BEFORE SUBMITTING ANY DEVICE FOR SERVICE. BY SUBMITTING A DEVICE TO MICROAIRE FOR AIRECARE SERVICE, ACCEPTING LOANER EQUIPMENT, MAKING PAYMENT FOR AIRECARE SERVICE, OR ANY ENGAGEMENT WITH THE AIRECARE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE FULLY READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT SUBMIT ANY DEVICE FOR AIRECARE SERVICE OR RECEIVE ANY AIRECARE SERVICE.

2. AIRECARE SERVICE ELIGIBILITY

The following MicroAire devices are eligible for AireCare Service: PAL-650 Handpiece, PAL-750 Handpiece, PAL-5006 Cable, and 5020 Console (herein individually and collectively referred to as "PAL System").

To be eligible for Repair Service, device(s) must meet all of the following conditions:

- Have been purchased directly from MicroAire, as determined by the serial number(s)
- Show no evidence of being repaired or serviced by a party other than MicroAire
- Be cleaned and sterilized prior to sending to MicroAire
- Have a Return Merchandise Authorization (RMA) number on file with MicroAire

To be eligible for Preventative Maintenance, device(s) must meet all of the conditions required for Repair Service and must also be in proper working condition.

MicroAire reserves the right to refuse service in its sole discretion if any of the following conditions are met for the PAL System device(s) submitted for service and/or for the Customer requesting service:

- Device(s) do not have clearly discernible MicroAire serial number(s)
- Device(s) cannot be dis-assembled due to excessive internal corrosion
- Device(s) were used for a purpose not covered by the Instructions for Use (IFU)
- Device(s) shows evidence of being repaired or serviced by a party not certified by MicroAire
- Customer did not purchase device(s) directly from MicroAire, as determined by serial number(s)
- Customer is past due on payment to MicroAire and/or in possession of overdue loaner equipment
- Customer has not completed and returned all documentation required by MicroAire, including but not limited to service request forms, RMA, and any other documentation specified by MicroAire

3. AIRECARE SERVICE REQUEST PROCESS

Customer must contact MicroAire Customer Service to obtain a Return Merchandise Authorization ("RMA") number prior to submitting any device(s) for service. MicroAire will not accept device(s) without a valid RMA number, and any device(s) received by MicroAire without a valid RMA number may be returned to Customer at Customer's expense.

Customer bears all risk of loss or damage to devices while in transit to and from MicroAire, and Customer is responsible for obtaining adequate insurance coverage for devices in transit. MicroAire shall not be liable for any loss, damage, or delay occurring during shipment.

Device(s) sent to MicroAire for Preventative Maintenance will be assessed to determine whether they are in proper working condition and qualify for service. Device(s) that qualify will be disassembled, inspected, and serviced by MicroAire and Customer will receive a Preventative Maintenance Report indicating device condition and service provided. If one or more device(s) do not qualify, Customer will receive a detailed Preventative Maintenance Report indicating device condition and service recommended.

Devices sent to MicroAire for Repair Service will be assessed to determine whether they qualify for service. Devices that qualify will be disassembled, inspected, and serviced based on device condition and component(s) requiring service. Customer will receive a Service Acknowledgement Report indicating descriptive Fail Modes, components replaced, and price (see “6. AIRECARE SERVICE PRICING for details).

4. DEVICE WARRANTY

MicroAire warrants its PAL System devices to be free from defects in material and workmanship in their manufacture for a period of time after the original date of purchase by the end customer, as determined by the applicable Instructions for Use distributed at time of purchase. The warranty is limited to the repair or replacement of the product without charge. This warranty applies only to the original purchaser and is non-transferable.

The warranty is void in the event of abuse, misuse, disassembly, alteration, or repair of the product not authorized by MicroAire, or in the event that the product has not been used in a reasonable manner and in compliance with the written instructions furnished by MicroAire. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OR PROHIBITED BY LAW, MICROAIRE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MICROAIRE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF USE, OR LOSS OF DATA, EVEN IF MICROAIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. AIRECARE SERVICE WARRANTY

Both Repair Service and Preventative Maintenance carry a 90-day warranty following shipment of serviced device(s) to the Customer. This warranty is strictly limited to workmanship of the service performed and the parts replaced by MicroAire during the most recent service incident.

6. AIRECARE SERVICE PRICING

a. For PAL System devices covered by an active, un-voided warranty, AireCare Service will be provided at no additional cost to the original purchase price, subject to the terms herein. In a 12-month period, a device may receive a maximum of one Preventative Maintenance at no additional cost. Refer to 4. DEVICE WARRANTY and 5. AIRECARE SERVICE WARRANTY for more information about warranty terms.

b. For PAL System devices eligible for service requested but not covered by warranty, the following charges apply (all amounts exclude sales tax):

Part	Repair Service	Preventative Maintenance
PAL-650 / PAL-750 Handpiece	Up to \$3,000 (maximum charge)	\$600
5020 Console	Up to \$2,850 (maximum charge)	\$450
5006-PAL Cable	\$0 for inspection & diagnosis; Replacement provided at full price	Not available

7. PAYMENT & SHIPMENT TERMS

AireCare Service payment terms are Net 30, unless otherwise indicated in Customer payment terms.

Following service, MicroAire device shipments to Customer are FOB Origin, unless otherwise indicated in Customer shipping terms. Invoice will specify payment and shipment terms. Freight charges will be added to the invoice, unless otherwise directed.

8. LOANER EQUIPMENT

8.1 Eligibility

MicroAire may supply Customer with PAL System loaner equipment at no charge while device(s) are being serviced, provided the following conditions are met: 1) Customer device(s) are eligible for service (see 2. SERVICE ELIGIBILITY for details); 2) Loaner equipment is in-stock at MicroAire; and 3) Customer device(s) were purchased from MicroAire within five years of service request date.

8.2 Fees

If Customer's PAL System was purchased from MicroAire more than five years ago, MicroAire may supply loaner equipment for a fee while Customer device(s) are being serviced. The following one-time fees (excluding sales tax) will apply for each loaner supplied by MicroAire:

- 1) PAL-650 / PAL-750 Handpiece: \$1,320
- 2) PAL 5020 Console: \$660
- 3) 5006-PAL Cable: \$100

8.3 Shipping and Return Deadline

MicroAire will use commercial reasonable efforts to ship requested loaner equipment in advance, provided that the Customer must ship device(s) requiring service to MicroAire **no later than 1 week (5 business days)** after loaner equipment is delivered to you. Customer must return all loaner equipment to MicroAire in proper working condition **no later than 2 weeks (10 business days)** after serviced Customer device(s) are delivered to Customer facility.

If loaner equipment is not returned in proper working condition, Customer will be responsible for the repair costs required to restore it to working condition, in MicroAire's sole discretion. The repair costs will be determined after the loaner equipment is received and inspected by MicroAire.

8.4 Overdue Loaners and Remedies

A Customer in possession of loaner equipment not returned within this 2-week timeframe will be placed on loaner hold. During a loaner hold, MicroAire will not ship new orders to Customer, nor will MicroAire complete repairs on Customer's device(s), until all overdue loaner equipment has been returned.

For any loaner equipment not returned to MicroAire **within 4 weeks (20 business days)** after serviced Customer device(s) are delivered to Customer facility, MicroAire will charge Customer the List Price as of March 1, 2026 (PAL-750 Handpiece \$20,195; 5020 Console \$10,170; 5006-PAL Cable \$1,465), in accordance with Customer's payment method and terms on-file with MicroAire. Upon successful payment, loaner equipment ownership will be transferred to Customer and equipment cannot be returned for credit or refund thereafter. Should Customer fail to pay MicroAire in a timely manner in accordance with the terms of your invoice, Customer will be responsible for the amount due as stated in the invoice and all reasonable costs and expenses of collection, including reasonable attorney fees and expenses.

8.5 Shipment Requirements

Loaner equipment will be shipped to MicroAire using the original packing materials to ensure all items remain in proper working condition. Customer is responsible for all freight charges associated with the return shipment and bears all risk of loss or damage until equipment is received by MicroAire. MicroAire recommends that Customer obtain freight insurance, but such insurance is optional.

8.6 Compliance and Acknowledgement

If a Customer has loaner equipment for more than 90 business days in a calendar year, MicroAire shall report the value of the loaner charges past 90 days to CMS under the Physician Payments Sunshine Act, if applicable. This 90-day period will be applied to individual devices, not the Customer as a whole. Customer agrees to cooperate with MicroAire and provide any information reasonably necessary for MicroAire to comply with such reporting requirements.

9. DISCLAIMER OF LIABILITY

Except the warranty liability set forth herein, MicroAire shall not assume any and all liability for damages caused due to not being able to use the PAL System (including not limited to lost profits of Customer and damages based on compensation claim from any third party against Customer).

MicroAire shall not be liable for any claims, losses, damages, or other liabilities arising from any delay in or failure to deliver the repaired device by the agreed delivery date if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means any event or circumstance beyond MicroAire's reasonable control, including but not limited to: acts of God; war, civil war, or armed conflict; riots or civil unrest; labor disputes or strikes; governmental actions, requests, guidance, orders, or regulations; epidemics or pandemics; and transportation accidents or disruptions. Upon occurrence of a Force Majeure Event, MicroAire shall notify Customer and use commercially reasonable efforts to resume performance.

10. TERMS ACKNOWLEDGEMENT

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