

3.2.2

Prince Phillip Hospital Breast Scanner

*Presenter: Chair*

Faxitron CFC SBAR

20200908161436412

HSQ0007112019 - 1 - Prince Phillip Hospital - Biovision

HSQ0009092020 - 3 - Prince Phillip Hospital - Biovision -Comp

HSQ0009092020 - 4 - Prince Phillip Hospital - Biovision -Light

Service Offerings



## PWYLLGOR CRONFA ELUSENNOL CHARITABLE FUNDS COMMITTEE

<b>DYDDIAD Y CYFARFOD:</b> <b>DATE OF MEETING:</b>	15 September 2020
<b>TEITL YR ADRODDIAD:</b> <b>TITLE OF REPORT:</b>	Purchase of Faxitron machine for Prince Philip Hospital's Breast Care Unit
<b>CYFARWYDDWR ARWEINIOL:</b> <b>LEAD DIRECTOR:</b>	Andrew Carruthers, Director of Operations
<b>SWYDDOG ADRODD:</b> <b>REPORTING OFFICER:</b>	Bethan Perkins, Service Manager General Surgery

**Pwrpas yr Adroddiad (dewiswch fel yn addas)**

**Purpose of the Report (select as appropriate)**

Ar Gyfer Penderfyniad/For Decision

### ADRODDIAD SCAA SBAR REPORT

#### Sefyllfa / Situation

This paper is being submitted to the Charitable Funds Committee to request approval of funding to purchase a Faxitron machine for Prince Philip Hospital's Breast Care Unit.

#### Cefndir / Background

The scheme of delegation for Hywel Dda University Health Board's (HDdUHB) charitable funds requires all expenditure requests above £50,000 to be considered for approval or rejection by the Charitable Funds Committee. As the value of the attached requests totals £63,500, the request is being brought to the Committee for consideration.

#### Asesiad / Assessment

The attached request for charitable funds to purchase a Faxitron machine for Prince Philip Hospital's Breast Care Unit is being submitted to the Charitable Funds Committee for consideration.

As outlined in the attached request for charitable funds, the equipment would be used during breast cancer surgery which enables immediate x-ray specimens to be performed to make certain that the correct area is removed and the margins of the lesion are clear radiologically.

The request is being made as the current model in place is due for renewal and there is a requirement for an updated model to be purchased to enable HDdUHB to provide the best service possible to our patients.

The equipment will allow for the current patient pathway and treatment to be maintained.

There are no capital funds available at this time for this equipment.

The equipment is considered an eligible item of expenditure in line with the charity's eligibility criteria:

Eligible expenditure:

*Medical and surgical equipment and its maintenance for NHS patient care, education and research.*

This request has been considered by the Chair of the Charitable Funds Sub-Committee and has been supported to be put forward for consideration by the Charitable Funds Committee.

### Argymhelliad / Recommendation

The Committee is asked to **APPROVE** the purchase of a Faxitron machine for Prince Philip Hospital's Breast Care Unit.

### Amcanion: (rhaid cwblhau)

#### Objectives: (must be completed)

Committee ToR Reference: Cyfeirnod Cylch Gorchwyl y Pwyllgor:	6.19 Expenditure in excess of £50,000 will require the approval of the Charitable Funds Committee. Expenditure over £100,000 will require the approval of the Corporate Trustee
Cyfeirnod Cofrestr Risg Datix a Sgôr Cyfredol: Datix Risk Register Reference and Score:	
Safon(au) Gofal ac Iechyd: Health and Care Standard(s):	2.9 Medical Devices, Equipment and Diagnostic Systems 3.1 Safe and Clinically Effective Care
Amcanion Strategol y BIP: UHB Strategic Objectives:	4. Improve the productivity and quality of our services using the principles of prudent health care and the opportunities to innovate and work with partners.
Amcanion Llesiant BIP: UHB Well-being Objectives: <a href="#">Hyperlink to HDdUHB Well-being Objectives Annual Report 2018-2019</a>	10. Not Applicable

### Gwybodaeth Ychwanegol:

#### Further Information:

Ar sail tystiolaeth: Evidence Base:	Not applicable
Rhestr Termiau: Glossary of Terms:	Not applicable
Partïon / Pwyllgorau â ymgynhorwyd ymlaen llaw y Pwyllgor Cronfa Elusennol:	Charitable Funds Sub-Committee

Parties / Committees consulted prior to Charitable Funds Committee:	
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<b>Effaith: (rhaid cwblhau)</b>	
<b>Impact: (must be completed)</b>	
<b>Ariannol / Gwerth am Arian:</b> <b>Financial / Service:</b>	
<b>Ansawdd / Gofal Claf:</b> <b>Quality / Patient Care:</b>	
<b>Gweithlu:</b> <b>Workforce:</b>	
<b>Risg:</b> <b>Risk:</b>	
<b>Cyfreithiol:</b> <b>Legal:</b>	
<b>Enw Da:</b> <b>Reputational:</b>	
<b>Gyfrinachedd:</b> <b>Privacy:</b>	
<b>Cydraddoldeb:</b> <b>Equality:</b>	



## Hywel Dda Health Charities

### Request for charitable funds expenditure

For  
Finance  
use only

Reference:

Fund Code:

#### 1. Lead contact

Contact name: Bethan Perkins	Job title: Service Manager
Ward/Team/Department/Service/Directorate: Theatre, PPH, Scheduled Care.	
Contact address: Scheduled Care Management Office, Waiting List Portakabin, Prince Philip Hospital.	
Post code:	
WHTN: 01824 6911	Mobile:
Telephone: 01554 899011	Email: Bethan.perkins@wales.nhs.uk

#### 2. What item(s) are you asking us to fund and for what purpose?

Please give us as much information as possible so that we can determine whether your request is eligible for support. For any equipment, please provide details of supplier make, model and quote.

This is a request for a replacement Faxitron machine for the Prince Philip theatre

The faxitron machine is an essential piece of equipment for breast cancer surgery. 85% of the breast surgeries performed are in the form of breast conservation which are wide local excisions. The machine enables immediate x-ray specimens to be performed to make certain that the correct area is removed and the margins of the lesion are clear radiologically.

The Faxitron machine will be supplied by Holigic. Quote and model details are included below.

#### 3. Why is this expenditure required?

Please provide details of how the need has been identified and who this has been discussed with.

The faxitron machine plays an important role in the patient's treatment pathway. The current machine that is in place in Prince Philip Hospital is due for renewal so this is a request for an updated model to be purchased.

#### 4. Why is this a charitable request?

Our charitable funds support expenditure over and above what the NHS can provide. All requests for support must offer value for money and demonstrate clear and direct benefits to patient care.

The scanners will allow for the current patient pathway and treatment to be maintained.

There are sufficient funds in the Breast Charitable fund which can be used along with assistance from an external charity and the allocation of funds from this

budget has been discussed the clinical lead.

No capital funds are available at this time.

The total of the equipment comes to an amount higher than what is currently in the two breast charitable funds.

There is an agreement in place that any additional payments that cannot be covered by the two breast funds will be picked up by an external charity.

## 5. Total amount of funding requested

<b>Net £</b> <i>Excluding VAT</i>	<b>£63.500</b>	<b>VAT £</b>	<b>0</b>	<b>Gross £</b> <i>Including Vat</i>	<b>£63.500</b>
					<b>VAT NOT PROVIDED WITH QUOTE.</b>

**Is this medical equipment?**

Yes / No

**Supplier name:**

HOLIGIC

## 6. Fund details

<b>Fund title:</b>	<b>PPH Breast Centre- Current balance - £97,321</b>
<b>Fund code:</b>	<b>T039 CAR &amp; T727 – Current balance - £30,902</b>


## 7. Assessment for medical equipment

When buying medical equipment is it important to ensure that all UHB requirements are being met. Please answer the questions below as fully as possible.

Is this a new or replacement item?	Yes
Where will this equipment be located?	THEATRE PPH
Have you consulted with the Medical Devices Steering Group?	No
Does this item appear on the UHB's Capital Planning List?	Yes
<b>Risk:</b> What risk assessments have been carried out?	Yes –
<b>Maintenance:</b> Has support been gained from the maintenance/ estates department? Who will maintain the equipment?	There will be the same maintenance in place as there is for the current piece of equipment.
<b>Storage:</b> Are there any storage implications?	No
<b>Training:</b> Are there any training implications?	No – staff are already familiar with the machine.

<b>Revenue costs:</b> Details of any associated revenue costs and how they will be met	N/A ?
<b>Capital costs:</b> Details of any associated capital costs and how they will be met	N/A

## 8. Authorisation

Designation	Name, Job Title & Signature	Date
1. Requester	Bethan Perkins	21/07/2020
2. Authorised signatory under £1,000	Senior Nurse Manager, Service Delivery Manager, Head of Service or managers at equivalent level	
3. Authorised signatory under £5,000	Hospital or Service Director/General Manager, Head of Nursing or managers at equivalent level	
4. Authorised signatory under £25,000	C. Buckingham	7/9/2020
	Deputy Director of Operations on behalf of the Operations Directorate Charitable Funds Committee	
5. Authorised signatory under £50,000	RECOMMENDED FOR CONSIDERATION AT COMMITTEE 	8/9/20
	Executive Director	
6. Authorised signatory over £50,000	Charitable Funds Committee	

## FOR FINANCE DEPARTMENT

Directorate:	Reference Number:
Fund Title:	Fund Code:
Current Fund Balance:	Financial Code:
Eligible Expenditure: Y / N	Authorised Finance Signatory:

	Date:
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**Please return this form to:**

John Roberts  
Charitable Funds Support Officer  
Finance Department  
Ty Gorwel, Building 14  
St David's Park, Job's Well Road,  
Carmarthen, SA31 3BB

Tel: 01267 283012  
WHTN: 01827 1612

Email: [John.Roberts3@wales.nhs.uk](mailto:John.Roberts3@wales.nhs.uk)



### **Briefing note - Medical Device Management Policy.**

The policy is based upon guidance produced by the Department of Health and the Medicines and Healthcare Regulatory Products Agency (MHRA). This briefing note will ensure that:

- ☐ all medical equipment used on behalf of Hywel Dda Health Board (HB) complies with the recommended standards particularly those relating to safety;
- ☐ users are aware of the clinical, technical and revenue implications of their choice of equipment;
- ☐ a standardisation of common types of equipment is promoted, in order to lessen possible confusion, to facilitate ease of training, maintenance and keep revenue costs to a minimum.

Some examples of medical devices are listed below :

<i>Assistive equipment</i>	Hoists, Beds, Dynamic Mattresses
<i>Life support equipment</i>	Anaesthetics, Defibrillators, Ventilators
<i>Imaging equipment</i>	Scopes, Ultrasound, Ophthalmic devices.
<i>Surgical equipment</i>	Electro surgery, Orthopaedic devices.
<i>Patient monitoring equipment</i>	ECG recorders, EEG, Patient Monitors.
<i>Infusion equipment</i>	IV devices, PCA, Epidural, Enteral
<i>Medical gas equipment</i>	Entonox, Regulators, Flow meters, Suction.
<i>Therapeutic equipment</i>	Light source, Nebulisers, CPAPs.
<i>Associated devices</i>	Central stations, Examination lamps,
<i>LASER's</i>	Argon, YAG, CO2.
<i>Diagnostic equipment</i>	Audiology devices, Diagnostic sets, Urodynamic devices.

All requisitions placed for medical equipment over £200 should be accompanied by a **Statement of Need (SON)** as per Appendix A. All requisitions placed for medical equipment over £5,000 should also be accompanied by a **Capital bid proforma**.



## APPENDIX A : Medical Equipment Statement of Need For New & Replacement Medical Equipment

**Hywel Dda Health Board**  
**Medical Equipment Statement of Need**  
**For New & Replacement Medical Equipment**  
*(Equipment over £5K will also require a Capital Bid Proforma)*

**Unit / Division / Department:** Breast Unit Prince Philip Hospital.

**Brief Description of Proposal/ Requirement:**

The request is for a replacement Faxitron Machine to be purchased for the theatres in PPH for use by the Breast Team.

**Equipment redeployment options that have been investigated.**

*Before submitting a request for additional/replacement equipment, have all options for redeployment of existing equipment been investigated? Please provide evidence below.*

Yes all options have been looked into.

This particular piece of equipment is not in situ across the Health Board for us to be able to use it across sites.

The equipment is used for a specific procedure undertaken on Breast Cancer Patients.

**Brief Outline of Benefits/Consequences/Risks /Clinical effectiveness :**

Without the use of a reliable replacement scanner than the procedures and treatment options available to the patients would be limited.

Currently there is a strong best pathway of care in place for the patient and the purchase of this kit would allow that to continue.

**Details of any training and decontamination requirements that will be needed, costing and source.**  
**How are these revenue costs to be funded:**

N/A

**New / Replacement Cost (inc VAT):**

£63,500 VAT not included in quote.

**Specify Source of funding (Capital, Revenue, Charitable Funds, League of Friends) and financial code:-**

Charitable Fund - T039 CAR - PPH Breast Centre & T727

With any additional costs being picked up by an external charity which has had prior approval.

**Revenue Costs:- (p.a)**

	Details	Recurring/Non-recurring	Amount (inc VAT)
Additional Staff Costs:	N/A		
Consumables or Development costs :	N/A		
Maintenance Costs: (Internally maintained) YES / NO	Yes – the same cost as the current maintenance, this would not be additional.		
Internal costs inc commissioning : £ (10% of purchase cost paid to Clinical Engineering annually)	N/A		
or, External Contract Costs	N/A		
Expected lifetime of equipment (in years) :	7 YEARS		
Installation / Disposal costs :			
Details of any training requirements that will be needed, costing and source	N/A		

*This form will not be processed unless full details of funding are supplied, i.e. Cost Centre and Subjective codes must be supplied. Please confirm if existing revenue budget available or new required.*

**PROCUREMENT PLAN:-**

**For completion by Procurement/Clinical Engineering/IT department before submission and approval**

OJE advertisement required: YES / NO Tender / Quotation action required: YES / NO

Single Tender Action Required: YES / NO Clinical Engineering agreement and PPQ Pass YES / NO

Advice sought from HSDU / Infection Control Team YES / NO Will there be any IT requirements or implications YES / NO

Advice sought from Radiology YES / NO

**Authorisation**

Service lead Manager : Date :

General Manager: C. Buckingham Date: 7/9/2020.

Head of Clinical Engineering : Date:

Head of HSDU : Date:

# HOLOGIC®

## Service Quote

**Ms Saira Khawaja**  
Consultant Breast Surgeon  
Prince Phillip Hospital  
Peony Breast Care Unit  
Bryngwyn Mawr  
Dafen  
Llanelli  
SA14 8QF

Quote number: HSQ0007112019 – 1  
Date: **9<sup>th</sup> September 2020**  
Prepared by: Nikki Pawlykiwskyj  
Telephone: 0800 096 4504  
E-mail: [ukbhcs@hologic.com](mailto:ukbhcs@hologic.com)

### Delivery address

Prince Phillip Hospital  
Main Theatres  
Bryngwyn Mawr  
Dafen  
Llanelli  
SA14 8QF

Dear Ms Khawaja

We are pleased to offer you the following quotation for our Platinum service contract for the below system.

***Please ensure that all purchase orders clearly state this Hologic quote reference number on the paperwork to avoid any delays to processing and rejection via our contracts team.***

Description	Serial Number	Warranty	YR2	YR3	YR4	YR5
FAXITRON BIOVISION DIGITAL SPECIMEN RADIOGRAPHY SYSTEM	N/A	£0.00	£6,850.00	£6,850.00	£6,850.00	£6,850.00
			<b>£6,850.00</b>	<b>£6,850.00</b>	<b>£6,850.00</b>	<b>£6,850.00</b>

To confirm acceptance of this quotation and the terms and conditions stated, please send a signed copy of this quotation by email to [ukbhcs@hologic.com](mailto:ukbhcs@hologic.com) and provide us with an original signed copy for our records.

Kind regards,



Arlene Huntley  
Manager, Service Operations, EMEAC Service & Sales Enablement  
**Hologic UK**

## Service Terms and Conditions

1. During the term Hologic will service the Equipment listed at the listed price.
2. Unless otherwise provided in the quote the following is applicable: Hologic shall provide to Customer during the term hereof, the services listed in the quote (the "Services"). Any additional service not specifically covered under this agreement shall be at Hologic's option and shall be paid for by Customer at Hologic's then current hourly rate for service and its then current rate for parts; same applies to services requested by Customer after expiration/termination date. Customer agrees to make the Equipment available to Hologic at mutually acceptable prearranged times in order for Hologic to perform the Service. The Service does not include the following: (1) service or parts which are needed as a result of Customer's negligence, misuse, theft, environmental factors, unauthorized modifications or accessory items not meeting Hologic's specifications, or any other cause beyond Hologic's control, including floods, fires, acts of God or any other contingencies or acts not within the sole control of Hologic; (2) replacement of product supplies and other consumables (3) reconditioning or refurbishment of instruments covered by this agreement and (4) relocation of its products.
3. All prices quoted are exclusive of VAT.
4. Early Termination. Customer may terminate this Agreement at any time by giving Hologic at least ninety (90) days' advance written notice and paying Hologic the pro-rated value of the remaining term (from the effective date of termination) of this Agreement; except that, if Customer upgrades any piece of Equipment included in this Agreement to a new piece of Hologic Equipment, Customer may cancel the remaining term of this Agreement with respect to the Equipment that was upgraded, effective as of the applicable commencement date of the new Equipment, without any requirement to pay Hologic the pro-rated value of the remaining term applicable to the Equipment that was upgraded. All of Customer's obligations must be current to terminate this Agreement prior to completion of the term.
5. Hologic Standard terms and conditions (below) apply.

## Hologic Ltd. ("Hologic") Standard Terms and Conditions

These Hologic Standard Sales and Service Terms and Conditions ("Terms") apply to the sale or use, including loans and rentals, of Hologic equipment ("Equipment") and supplies ("Supplies") (Equipment, Supplies, and any included software, collectively referred to as "Product" or "Products") and/or the provision of services of Products ("Service" or "Services") between Hologic, its subsidiaries and affiliates, and Customer (each a "Party" and together the "Parties"). "Customers" means any person, firm or company receiving a quotation or placing an order for any Products. The Parties, intending to be legally bound, agree as follows:

1. **Agreement.** These Terms, along with the attached Hologic quote(s) ("Hologic Quote") Hologic purchase documents, service documents and any documents executed by the Parties, constitute the complete and entire agreement between Hologic and Customer (collectively referred to herein as the "Agreement"). To the extent that there is a conflict between the Terms, the applicable Hologic Quote or Hologic purchase or service documents, the provisions of the Hologic Quote or Hologic purchasing or service documents shall take precedence. The Agreement constitutes the entire agreement between the Parties relating to the subject matter covered and supersedes and replaces all other quotations, agreements, understandings, proposals, warranties and representations (whether written or oral) between the Parties with respect to such matters. Any Customer documentation (including Customer's purchase order terms and conditions) that conflicts with or attempts to modify the Agreement in any way is hereby rejected and of no effect unless specifically agreed to in writing and signed by the Parties. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to entering into the Agreement except as expressly stated in the Agreement. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into the Agreement (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other Party's ability to perform its obligations under the Agreement) and that Party's only remedy shall be for breach of contract as provided in the Agreement.
2. **Hologic Quote.** A quote by Hologic is valid for 30 days and does not constitute an offer. Hologic may withdraw or revise any quote at any time prior to Hologic's acceptance of Customer's order. The Agreement shall be formed on Hologic's written acceptance of Customer's Order. No order which has been accepted by Hologic may be cancelled or varied by Customer except with the written agreement of Hologic and on terms that shall indemnify Hologic in full against any loss, costs (including legal costs), damages, charges and expenses suffered or incurred by Hologic as a result of that cancellation or variation.
3. **Product and Service Specifications.** Hologic reserves the right to make any changes in the specifications of Products or Services which are required to conform with any safety and/or legal requirement.
4. **Prices.** Prices, fees and charges for Products and Services do not include any Value Added Tax and any other applicable taxes or duty charges. The price payable for the Products and/or Services is as set out in the relevant Hologic Quote, Hologic Purchase, Service document, or other document. If no premises are specified, prices are based on delivery EXW, Hologic's US factory, INCOTERMS® 2010. Unless price protection is explicitly agreed to by Hologic in writing, Hologic reserves the right to increase prices on thirty (30) days' written notice to Customer.
5. **Payment.** Hologic shall be entitled to invoice Customer for the price of any Products, together with any transport, packaging, and insurance charges, on or at any time after Shipment of the Products. For the provision of Services, Hologic shall be entitled to invoice Customer for the price of any Service on or at any time after commencement of the relevant Services, unless otherwise stated in the relevant Service document.. Unless otherwise agreed to in writing by Hologic, Customer shall pay invoices within thirty (30) days from the invoice date. All amounts due from Customer under the Agreement shall be paid in full without deduction, withholding, set-off or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise. If Customer fails to make payment on the due date under any Agreement, without prejudice to any other right or remedy available to Hologic, Hologic shall (at its option) be entitled: charge interests on all overdue amounts at an interest equal to the statutory interest rate (amended and supplemented Late Payment of Commercial Debts (Interest) Act 1998), as well as suspend performance of any Agreement until payment is made in full or terminate any Agreement immediately by written notice. Hologic shall not be obligated to deliver any Product or perform

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any Service during any period when Customer payment is overdue. Customer shall be responsible for all costs (including reasonable legal expenses) incurred by Hologic to collect overdue payments and/or to take possession or otherwise dispose of Products for which payment is overdue.

6. **Product Delivery.** Unless otherwise agreed to in writing by Hologic, all Products will be shipped EXW Hologic's premises, INCOTERMS® 2010 ("Delivery") to the Customer's premises specified in Customer's order. Hologic will use reasonable efforts to meet an estimated delivery date or performance date(s)/time(s) but shall not be liable for failure to do so.

7. **Service Performance.** Services will be carried out in a competent and professional manner and with all reasonable skill and care. Services will be provided according to the Hologic Quote, the Hologic Service documents or separate description of the Services agreed with the Customer, including the definitions-description of the interventions (eligibility, coverage, service requests, support, parts, records etc.) as well as specific exclusions regarding Service that cannot be delivered-provided or are to be invoiced-agreed separately, and specific duties of Hologic and/or the Customer.

8. **Installation.** Unless otherwise specifically agreed, installation or service shall be complete and acceptance shall occur upon Hologic's demonstration that the Products or Service meet Hologic's then-current specifications ("Installation"). Hologic's delivery and installation and servicing responsibilities are subject to Customer cooperating in preparing and maintaining the agreed location including all electrical and other connections and all environmental conditions in compliance with Hologic specifications and all applicable regulations. If Customer fails to accept Delivery on the estimated delivery date, Customer shall immediately pay the full purchase price as if Delivery and Installation had occurred, and if Hologic decides to store ordered Products, Customer shall be responsible for Hologic's reasonable insurance, handling and storage charges. If Hologic decides not to store ordered Products, it is hereby authorised to arrange shipment and storage in a warehouse at Customer's sole risk and expense.

9. **Delay of Performance.** In the event that either Party is prevented from or delayed in performing its obligations under the Agreement due to an event beyond its reasonable control ("force majeure"), including but not limited to, civil insurrection, terrorism, fire, flood, labour disputes, shortages, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of that Party, the affected Party shall not be liable for any delay in performing or failure to perform its obligations under the Agreement, for the period of force majeure. Without limitation to the foregoing, Hologic reserves the right during any period where, as a result of a force majeure event, it has insufficient stocks or service capabilities to meet all its customer commitments to (a) make Supplies available to Customer (as it sees fit) without any liability to Customer, and (b) to make substitutions and modifications in the specification of any Products or Service, provided such substitutions or modifications do not materially affect the performance of Products or Service.

10. **Product Warranties.** Subject to the remainder of this clause, Hologic warrants that Products will be free from defects in material and workmanship for a period of 12 months from the date of delivery ("Warranty Period"). Hologic shall be under no liability: (i) in respect of any defect in Products arising from fair wear and tear, neglect, failure to follow Hologic's instructions, misuse (including, without limitation, use of unauthorised supplies, performance of improper or inadequate maintenance by Customer or any third party, installation of software not supplied by Hologic, improper use or connection to incompatible equipment, unauthorised modifications to Products and external causes such as power failure) or improper alteration or repair of Products; (ii) if Customer fails to notify any claim in respect of any defective Products which is based on a breach of the warranty within 10 working days after the discovery of the breach. Where any valid claim in respect of Products which is based on a breach of the warranty above is notified to Hologic, Hologic shall, at its option, repair or replace any defective Product (or the part in question) free of charge but Hologic shall have no further liability to Customer. The warranty in clause shall apply to any replaced or repaired Products for the unexpired term of the Warranty Period. Save as expressly stated in this clause, and to the fullest extent permitted by applicable law, all terms, conditions, warranties and representations express or implied in relation to Products are hereby excluded.

11. **Liability.** Nothing in the Agreement shall exclude Hologic's liability to the extent that this liability may not be excluded or limited as a matter of law. Hologic shall not be liable for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): loss of revenue; loss of actual or anticipated profits; loss of the use of money; loss of anticipated savings; loss of business; loss of or damage to or corruption of data; loss of opportunity; loss of goodwill; loss of reputation; or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in this clause), whether arising in contract, tort (including negligence) or otherwise. Save as provided elsewhere in this clause, Hologic's maximum aggregate liability arising out of or in connection with the Agreement, whether arising in contract, tort (including negligence), or otherwise, shall in no event exceed 125% of the total price payable by Customer for Products and/or the Services under the Agreement.

12. **Governmental Authorisations.** Customer is responsible for compliance with and costs associated with all required licences, certificates, permits, or other governmental authorisations, needed for Customer to use the Product(s) and/or Services, and any export or import licence, exchange permit, or the like required to deliver any Product(s) to Customer's location ("Licences") even if applied for by Hologic on Customer's behalf. Hologic will not be liable to Customer in the event that any authorisation is delayed, denied, revoked, restricted or not renewed, and Customer will not be relieved of its obligations under the Agreement. Customer represents and agrees that it will handle all technical data related to the Licences so that it conforms to and complies with all applicable laws including U.S. export licensing laws and the U.S. Foreign Corrupt Practices Act. Customer shall not trans-ship, divert, re-export or otherwise dispose of any U.S. origin goods or technology obtained from Hologic except as applicable laws, including U.S. laws and regulations, expressly permit.

13. **Intellectual Property Indemnity.** Hologic will defend and indemnify Customer against any third-party claim that Customer's use of Products infringes a valid patent, copyright, or trade mark registered or granted in the European Economic Area. provided that: (1) Products are used as approved by Hologic and have not been altered other than by Hologic or its authorised service personnel; (2) Customer promptly notifies Hologic of such claim; (3) Hologic has sole control of the defence, settlement, or compromise thereof and Customer will be solely responsible for legal expenses and costs it incurs independently of Hologic's representation; and (4) Customer cooperates with Hologic and furnishes all aid, information, and assistance necessary or useful to defend such claim. If a final injunction is obtained against Customer's use of any Product, or if in the opinion of Hologic the Product is likely to become the subject of a successful application for injunction, Hologic may, at its option and in its sole discretion: (i) obtain for Customer the right to continue using the Product(s); (ii) replace or modify the Product(s) so that it becomes non-infringing; or (iii) if neither (i) nor (ii) is reasonably available, accept return of the affected Product(s) held by Customer, grant a credit therefore as depreciated on a five-year straight-line basis, and terminate the Agreement without any further

obligation or liability. The remedy selected by Hologic will be Customer's exclusive remedy for any damage, cost, or expense resulting from any court order or settlement enjoining Customer's use of the Product(s).

14. **Software Licence.** The term "Software" includes all Hologic (and third-party) computer software, firmware and associated documentation, whether in printed or machine-readable form which, as the case may be, are supplied under the Agreement or for use in connection with Equipment or Services. To the extent the Product includes Software, Customer is granted a non-exclusive, non-transferable, royalty-free licence to use Software solely on the Equipment on which it is first installed or as designated in the Agreement, in connection with the Equipment in the normal course of Customer's business, and for no other purpose or business. No licence is provided under the Agreement to use Software for multi-site quality control or data review purposes or for source code of any type. Software, shall, at all times, remain the sole property of Hologic. Software is agreed to contain and shall be treated as confidential information. Customer shall maintain all copyright, proprietary, and other notices on the Software, and shall not de-compile, disassemble, or reverse engineer the Software. The Parties agree that all information needed for interoperability of the Software with independently created programs will be available from Hologic on request and on payment of Hologic's reasonable costs and expenses for procuring and supplying such information. From time to time Hologic may develop new versions or updates for the Software. Customer agrees to allow Hologic access to the Equipment in order to implement any new versions or updates to the Software. If Customer transfers Equipment to a third-party, Customer may assign the right to use Software on the Equipment; provided that, the third-party agrees in writing with Hologic to be bound by and to permit Hologic to enforce the provisions of this clause. Customer has no other right to use, sell, assign, transfer, copy, or sublicense the Software. As identified in the applicable software product specifications, some third-party software vendors (including Microsoft Corporation) provide different warranties and require different or additional terms applicable to software which they supply; such warranties and terms supersede the Agreement and Customer agrees to abide by such terms with respect to such third-party software.

15. **Confidential Information.** Both Parties agree to hold in strict confidence the terms of the Agreement and all information provided to the other in connection with the performance of their respective obligations under the Agreement, including without limitation, financial information and information relating to Customer and pricing, except to the extent that such information is or becomes public knowledge (other than by breach of this clause) or disclosure is required by applicable law. Notwithstanding the above, the terms and conditions of the Agreement will not be disclosed to any third-party without the prior written consent of the other Party, except either Party may disclose the terms and conditions of the Agreement to its employees, professional advisers, agents or independent contractors that are providing contractual services for the applicable Party and who require the knowledge of the terms and conditions of the Agreement, so long as such individuals are subject to applicable non-disclosure agreements.

16. **Intended Uses.** Products are only intended for the uses listed in the applicable Operator's Manual or Instructions for Use. Customer assumes all risks associated with non-listed uses of Products and hereby agrees to indemnify for and hold Hologic harmless from any claim associated with such non-listed uses.

17. **Compliance with Laws.** Hologic and Customer agree to comply with all applicable laws, regulatory requirements and regulations in connection with their respective rights and obligations under the Agreement and shall not do or permit anything to be done which might cause or otherwise result in a breach by the other Party of the same.

18. **Reporting and Disclosure Laws.** Pursuant to the European Commission's Guidelines on the Medical Devices Vigilance System, Hologic can be required to report the following types of incidents occurring in relation to the Products:

- Incidents which led to a death;
- Incidents which led to a serious deterioration in the state of health of a patient, user or other person;
- Incidents which might have caused or contributed to death or serious deterioration in the state of health of a patient, user or other person;
- Incidents where there is a malfunction or deterioration in the characteristics and/or performance of a Product;
- Incidents where a Product shows no malfunction or deterioration, but nevertheless has a characteristic which could lead to an incident; and
- Inaccuracies in the instruction leaflet, or instruction for use including omissions and deficiencies.

Customer agrees to supply such information in a report to Hologic within twenty-four (24) hours after becoming aware of any of the above-listed incidents and otherwise immediately on request by Hologic so that Hologic may comply with its reporting requirement. Customer agrees to use its best efforts to investigate the incident as requested by Hologic and Customer shall supply to Hologic such details of the incidents as Hologic may require.

19. **Anti-Bribery.** Neither Customer nor any officer, director, employee, direct or indirect beneficial owner or shareholder, or any other party acting on behalf of Customer will, directly or indirectly, pay, offer, promise to pay or authorise the payment of, any monies or financial or other advantage in violation of Anti-Corruption Laws (defined below) and/or Hologic's Anti-Bribery Compliance Policy. Further, neither Customer nor Customer personnel has taken or will take, directly or indirectly, any action that would cause Hologic or Hologic's officers, directors, employees and/or affiliates to be in violation of Anti-Corruption Laws. Hologic may terminate the Agreement immediately upon written notice to Customer where Hologic determines in good faith that Customer has breached this clause, and Customer shall indemnify Hologic from any claims, suits, investigations, penalties and fines of any kind arising from any breach of this clause. "Anti-Corruption Laws" means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. This provision shall survive any termination of the Agreement.

20. **Insolvency of Customer.** Without prejudice to any other right or remedy available to Hologic, Hologic shall be entitled to suspend further deliveries of Products, immediately terminate any Contract and, if any Products have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if: (i) Customer becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction); (ii) Customer ceases, or threatens to cease, to carry on business; or (iii) Hologic reasonably apprehends that any of the events mentioned above is about to occur in relation to Customer or any other matter which in the opinion of Hologic may prejudice its rights against Customer.

21. **Waiver and Severability.** If either Party fails to perform its obligations under the Agreement, such non-performance shall not affect the other Party's right to enforce performance at any time. Waiver of any remedy or material breach of any subject matter contained in the

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Registered in England and Wales No. 2722343



Customer Name: | Ms Saira Khawaja |

Quote Number: | HSQ0007112019 - 1 |

Agreement shall not be viewed as a waiver unless agreed to by the Parties in writing. Each provision of the Agreement is separate and independent of one another, and if a provision (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal the other provisions (or part provision) will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, such provision will apply with whatever modification is necessary so to give effect to the commercial intention of the Parties.

22. **Assignment.** Customer shall not assign, novate, sub-license, sub-contract or transfer any of its rights or obligations under the Agreement without the prior written consent of Hologic. Hologic may assign, novate, sub-license, sub-contract or transfer all or any of its rights or obligations under the Agreement without Customer's consent.

23. **Notices.** Any required notices will be given in writing, in the English language.

24. **Governing Law and Jurisdiction.** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of England. For any legal action arising from or related to this agreement, the parties hereby consent and submit solely to jurisdiction and venue of the courts located in England and agree that such courts shall be the sole courts utilized and hereby waive any jurisdictional or venue objections to such court. However, in the event that Hologic is the plaintiff, Hologic will have the alternative to refer the dispute to jurisdiction of the courts located in any place where products were delivered, services where provided, where the Customer has a place of business or has a registered address.

#### **Additional conditions**

- 1. The Ionising Radiation Regulations (2017) regulate the use of the equipment listed above. Comprehensive details of the legislation are laid down in the HMSO publication 'The Ionising Radiation Regulations (2017)', ISBN 978 0 7176 6662 1. In conjunction with this document an approved code of practice has been published. 'The Protection of persons against ionising radiation arising from any work activity', ISBN 978 0 7176 6662 1. The Preventative Maintenance and service contracts offered by Hologic meet the latest standards. Unless specifically detailed in the equipment schedule our contract provides for 1 (one) scheduled service visits per annum, plus radiation surveys to meet the Ionising Radiation's Regulations 2017 and the associated Approved Code of Practice. The service reports provided by our technicians meet or exceed the required legal format.***
- 2. One inspection per year will be made by Hologic at such times as we shall deem appropriate, subject to user's requirements. During inspections the equipment will be tested, calibrated and adjusted as necessary. A Radiation survey will be carried out to ensure shielding integrity.***
- 3. The offer price shall be payable yearly in advance and payable within 30 days of invoice date.***

For acceptance by | Ms Saira Khawaja |

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Date)

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## Hologic Limited - 2019 UK Service Offerings

Unless specifically detailed in the equipment schedule our contract provides for 1 (one) scheduled service visits per annum, plus radiation surveys to meet the Ionising Radiation's Regulations 2017 and the associated Approved Code of Practice. The service reports provided by our technicians meet or exceed the required legal format.

### Hours of Operation

Mon-Fri 09.00 – 1700hrs

### Warranty

Ensuring your newly installed system is maintained and covered, you will receive one Preventative Maintenance visit and all parts, labour and travel are covered at no additional cost to you during the warranty period.

### Platinum

Coverage, PM activity and service response calls are as per Comprehensive but with the added comfort of the inclusion of the detector and tube during the contract life and as per a fair usage policy. Engineer response times are within 24 hours or as soon as possible for breakdowns. However, our quoted response times cannot be guaranteed and Hologic will not be held responsible for any loss or consequential damages which may result from inability to respond. All system software updates are covered. If additional hardware is required, this may be a billable item.

### Comprehensive

Engineer response times are within 24 hours or as soon as possible for breakdowns. However, our quoted response times cannot be guaranteed and Hologic will not be held responsible for any loss or consequential damages which may result from inability to respond. All minor parts **(excluding tube and detector)**, labour and travel are included. No software updates are covered. Excludes hardware and major parts.

### Light

In addition to the warranty period coverage this ensures that recommended Preventative Maintenance (PM) visits take place. This covers diagnosis of a breakdown call only, any repairs to be made will require a purchase order for attendance.

This agreement does not apply to the provision of maintenance and repairs made necessary by accident, misuse, neglect, abuse, theft, vandalism, fire, water or other causes beyond Hologic reasonable control, or to repairs made necessary by services performed by personnel other than Hologic nor shall it cover service necessitated by malfunction of customer added parts, modifications or attachments. Any work or parts necessitated by any of the foregoing causes will be subject to charge at our regular rates.

# HOLOGIC®

## Service Quote

**Ms Saira Khawaja**  
Consultant Breast Surgeon  
Prince Phillip Hospital  
Peony Breast Care Unit  
Bryngwyn Mawr  
Dafen  
Llanelli  
SA14 8QF

Quote number: HSQ0009092020 - 3  
Date: **9<sup>th</sup> September 2020**  
Prepared by: Nikki Pawlykiwskyj  
Telephone: 0800 096 4504  
E-mail: [ukbhcs@hologic.com](mailto:ukbhcs@hologic.com)

### Delivery address

Prince Phillip Hospital  
Main Theatres  
Bryngwyn Mawr  
Dafen  
Llanelli  
SA14 8QF

Dear Ms Khawaja

We are pleased to offer you the following quotation for our Comprehensive service contract for the below system.

***Please ensure that all purchase orders clearly state this Hologic quote reference number on the paperwork to avoid any delays to processing and rejection via our contracts team.***

Description	Serial Number	Warranty	YR2	YR3	YR4	YR5
FAXITRON BIOVISION DIGITAL SPECIMEN RADIOGRAPHY SYSTEM	NA	£0.00	£4,521.00	£4,521.00	£4,521.00	£4,521.00
			<b>£4,521.00</b>	<b>£4,521.00</b>	<b>£4,521.00</b>	<b>£4,521.00</b>

To confirm acceptance of this quotation and the terms and conditions stated, please send a signed copy of this quotation by email to [ukbhcs@hologic.com](mailto:ukbhcs@hologic.com) and provide us with an original signed copy for our records.

Kind regards,



Arlene Huntley  
Manager, Service Operations, EMEAC Service & Sales Enablement  
**Hologic UK**

## Service Terms and Conditions

1. During the term Hologic will service the Equipment listed at the listed price.
2. Unless otherwise provided in the quote the following is applicable: Hologic shall provide to Customer during the term hereof, the services listed in the quote (the "Services"). Any additional service not specifically covered under this agreement shall be at Hologic's option and shall be paid for by Customer at Hologic's then current hourly rate for service and its then current rate for parts; same applies to services requested by Customer after expiration/termination date. Customer agrees to make the Equipment available to Hologic at mutually acceptable prearranged times in order for Hologic to perform the Service. The Service does not include the following: (1) service or parts which are needed as a result of Customer's negligence, misuse, theft, environmental factors, unauthorized modifications or accessory items not meeting Hologic's specifications, or any other cause beyond Hologic's control, including floods, fires, acts of God or any other contingencies or acts not within the sole control of Hologic; (2) replacement of product supplies and other consumables (3) reconditioning or refurbishment of instruments covered by this agreement and (4) relocation of its products.
3. All prices quoted are exclusive of VAT.
4. Early Termination. Customer may terminate this Agreement at any time by giving Hologic at least ninety (90) days' advance written notice and paying Hologic the pro-rated value of the remaining term (from the effective date of termination) of this Agreement; except that, if Customer upgrades any piece of Equipment included in this Agreement to a new piece of Hologic Equipment, Customer may cancel the remaining term of this Agreement with respect to the Equipment that was upgraded, effective as of the applicable commencement date of the new Equipment, without any requirement to pay Hologic the pro-rated value of the remaining term applicable to the Equipment that was upgraded. All of Customer's obligations must be current to terminate this Agreement prior to completion of the term.
5. Hologic Standard terms and conditions (below) apply.

## Hologic Ltd. ("Hologic") Standard Terms and Conditions

These Hologic Standard Sales and Service Terms and Conditions ("Terms") apply to the sale or use, including loans and rentals, of Hologic equipment ("Equipment") and supplies ("Supplies") (Equipment, Supplies, and any included software, collectively referred to as "Product" or "Products") and/or the provision of services of Products ("Service" or "Services") between Hologic, its subsidiaries and affiliates, and Customer (each a "Party" and together the "Parties"). "Customers" means any person, firm or company receiving a quotation or placing an order for any Products. The Parties, intending to be legally bound, agree as follows:

1. **Agreement.** These Terms, along with the attached Hologic quote(s) ("Hologic Quote") Hologic purchase documents, service documents and any documents executed by the Parties, constitute the complete and entire agreement between Hologic and Customer (collectively referred to herein as the "Agreement"). To the extent that there is a conflict between the Terms, the applicable Hologic Quote or Hologic purchase or service documents, the provisions of the Hologic Quote or Hologic purchasing or service documents shall take precedence. The Agreement constitutes the entire agreement between the Parties relating to the subject matter covered and supersedes and replaces all other quotations, agreements, understandings, proposals, warranties and representations (whether written or oral) between the Parties with respect to such matters. Any Customer documentation (including Customer's purchase order terms and conditions) that conflicts with or attempts to modify the Agreement in any way is hereby rejected and of no effect unless specifically agreed to in writing and signed by the Parties. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to entering into the Agreement except as expressly stated in the Agreement. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into the Agreement (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other Party's ability to perform its obligations under the Agreement) and that Party's only remedy shall be for breach of contract as provided in the Agreement.
2. **Hologic Quote.** A quote by Hologic is valid for 30 days and does not constitute an offer. Hologic may withdraw or revise any quote at any time prior to Hologic's acceptance of Customer's order. The Agreement shall be formed on Hologic's written acceptance of Customer's Order. No order which has been accepted by Hologic may be cancelled or varied by Customer except with the written agreement of Hologic and on terms that shall indemnify Hologic in full against any loss, costs (including legal costs), damages, charges and expenses suffered or incurred by Hologic as a result of that cancellation or variation.
3. **Product and Service Specifications.** Hologic reserves the right to make any changes in the specifications of Products or Services which are required to conform with any safety and/or legal requirement.
4. **Prices.** Prices, fees and charges for Products and Services do not include any Value Added Tax and any other applicable taxes or duty charges. The price payable for the Products and/or Services is as set out in the relevant Hologic Quote, Hologic Purchase, Service document, or other document. If no premises are specified, prices are based on delivery EXW, Hologic's US factory, INCOTERMS® 2010. Unless price protection is explicitly agreed to by Hologic in writing, Hologic reserves the right to increase prices on thirty (30) days' written notice to Customer.
5. **Payment.** Hologic shall be entitled to invoice Customer for the price of any Products, together with any transport, packaging, and insurance charges, on or at any time after Shipment of the Products. For the provision of Services, Hologic shall be entitled to invoice Customer for the price of any Service on or at any time after commencement of the relevant Services, unless otherwise stated in the relevant Service document.. Unless otherwise agreed to in writing by Hologic, Customer shall pay invoices within thirty (30) days from the invoice date. All amounts due from Customer under the Agreement shall be paid in full without deduction, withholding, set-off or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise. If Customer fails to make payment on the due date under any Agreement, without prejudice to any other right or remedy available to Hologic, Hologic shall (at its option) be entitled: charge interests on all overdue amounts at an interest equal to the statutory interest rate (amended and supplemented Late Payment of Commercial Debts (Interest) Act 1998), as well as suspend performance of any Agreement until payment is made in full or terminate any Agreement immediately by written notice. Hologic shall not be obligated to deliver any Product or perform

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Registered in England and Wales No. 2722343

any Service during any period when Customer payment is overdue. Customer shall be responsible for all costs (including reasonable legal expenses) incurred by Hologic to collect overdue payments and/or to take possession or otherwise dispose of Products for which payment is overdue.

6. **Product Delivery.** Unless otherwise agreed to in writing by Hologic, all Products will be shipped EXW Hologic's premises, INCOTERMS® 2010 ("Delivery") to the Customer's premises specified in Customer's order. Hologic will use reasonable efforts to meet an estimated delivery date or performance date(s)/time(s) but shall not be liable for failure to do so.

7. **Service Performance.** Services will be carried out in a competent and professional manner and with all reasonable skill and care. Services will be provided according to the Hologic Quote, the Hologic Service documents or separate description of the Services agreed with the Customer, including the definitions-description of the interventions (eligibility, coverage, service requests, support, parts, records etc.) as well as specific exclusions regarding Service that cannot be delivered-provided or are to be invoiced-agreed separately, and specific duties of Hologic and/or the Customer.

8. **Installation.** Unless otherwise specifically agreed, installation or service shall be complete and acceptance shall occur upon Hologic's demonstration that the Products or Service meet Hologic's then-current specifications ("Installation"). Hologic's delivery and installation and servicing responsibilities are subject to Customer cooperating in preparing and maintaining the agreed location including all electrical and other connections and all environmental conditions in compliance with Hologic specifications and all applicable regulations. If Customer fails to accept Delivery on the estimated delivery date, Customer shall immediately pay the full purchase price as if Delivery and Installation had occurred, and if Hologic decides to store ordered Products, Customer shall be responsible for Hologic's reasonable insurance, handling and storage charges. If Hologic decides not to store ordered Products, it is hereby authorised to arrange shipment and storage in a warehouse at Customer's sole risk and expense.

9. **Delay of Performance.** In the event that either Party is prevented from or delayed in performing its obligations under the Agreement due to an event beyond its reasonable control ("force majeure"), including but not limited to, civil insurrection, terrorism, fire, flood, labour disputes, shortages, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of that Party, the affected Party shall not be liable for any delay in performing or failure to perform its obligations under the Agreement, for the period of force majeure. Without limitation to the foregoing, Hologic reserves the right during any period where, as a result of a force majeure event, it has insufficient stocks or service capabilities to meet all its customer commitments to (a) make Supplies available to Customer (as it sees fit) without any liability to Customer, and (b) to make substitutions and modifications in the specification of any Products or Service, provided such substitutions or modifications do not materially affect the performance of Products or Service.

10. **Product Warranties.** Subject to the remainder of this clause, Hologic warrants that Products will be free from defects in material and workmanship for a period of 12 months from the date of delivery ("Warranty Period"). Hologic shall be under no liability: (i) in respect of any defect in Products arising from fair wear and tear, neglect, failure to follow Hologic's instructions, misuse (including, without limitation, use of unauthorised supplies, performance of improper or inadequate maintenance by Customer or any third party, installation of software not supplied by Hologic, improper use or connection to incompatible equipment, unauthorised modifications to Products and external causes such as power failure) or improper alteration or repair of Products; (ii) if Customer fails to notify any claim in respect of any defective Products which is based on a breach of the warranty within 10 working days after the discovery of the breach. Where any valid claim in respect of Products which is based on a breach of the warranty above is notified to Hologic, Hologic shall, at its option, repair or replace any defective Product (or the part in question) free of charge but Hologic shall have no further liability to Customer. The warranty in clause shall apply to any replaced or repaired Products for the unexpired term of the Warranty Period. Save as expressly stated in this clause, and to the fullest extent permitted by applicable law, all terms, conditions, warranties and representations express or implied in relation to Products are hereby excluded.

11. **Liability.** Nothing in the Agreement shall exclude Hologic's liability to the extent that this liability may not be excluded or limited as a matter of law. Hologic shall not be liable for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): loss of revenue; loss of actual or anticipated profits; loss of the use of money; loss of anticipated savings; loss of business; loss of or damage to or corruption of data; loss of opportunity; loss of goodwill; loss of reputation; or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in this clause), whether arising in contract, tort (including negligence) or otherwise. Save as provided elsewhere in this clause, Hologic's maximum aggregate liability arising out of or in connection with the Agreement, whether arising in contract, tort (including negligence), or otherwise, shall in no event exceed 125% of the total price payable by Customer for Products and/or the Services under the Agreement.

12. **Governmental Authorisations.** Customer is responsible for compliance with and costs associated with all required licences, certificates, permits, or other governmental authorisations, needed for Customer to use the Product(s) and/or Services, and any export or import licence, exchange permit, or the like required to deliver any Product(s) to Customer's location ("Licences") even if applied for by Hologic on Customer's behalf. Hologic will not be liable to Customer in the event that any authorisation is delayed, denied, revoked, restricted or not renewed, and Customer will not be relieved of its obligations under the Agreement. Customer represents and agrees that it will handle all technical data related to the Licences so that it conforms to and complies with all applicable laws including U.S. export licensing laws and the U.S. Foreign Corrupt Practices Act. Customer shall not trans-ship, divert, re-export or otherwise dispose of any U.S. origin goods or technology obtained from Hologic except as applicable laws, including U.S. laws and regulations, expressly permit.

13. **Intellectual Property Indemnity.** Hologic will defend and indemnify Customer against any third-party claim that Customer's use of Products infringes a valid patent, copyright, or trade mark registered or granted in the European Economic Area. provided that: (1) Products are used as approved by Hologic and have not been altered other than by Hologic or its authorised service personnel; (2) Customer promptly notifies Hologic of such claim; (3) Hologic has sole control of the defence, settlement, or compromise thereof and Customer will be solely responsible for legal expenses and costs it incurs independently of Hologic's representation; and (4) Customer cooperates with Hologic and furnishes all aid, information, and assistance necessary or useful to defend such claim. If a final injunction is obtained against Customer's use of any Product, or if in the opinion of Hologic the Product is likely to become the subject of a successful application for injunction, Hologic may, at its option and in its sole discretion: (i) obtain for Customer the right to continue using the Product(s); (ii) replace or modify the Product(s) so that it becomes non-infringing; or (iii) if neither (i) nor (ii) is reasonably available, accept return of the affected Product(s) held by Customer, grant a credit therefore as depreciated on a five-year straight-line basis, and terminate the Agreement without any further

obligation or liability. The remedy selected by Hologic will be Customer's exclusive remedy for any damage, cost, or expense resulting from any court order or settlement enjoining Customer's use of the Product(s).

14. **Software Licence.** The term "Software" includes all Hologic (and third-party) computer software, firmware and associated documentation, whether in printed or machine-readable form which, as the case may be, are supplied under the Agreement or for use in connection with Equipment or Services. To the extent the Product includes Software, Customer is granted a non-exclusive, non-transferable, royalty-free licence to use Software solely on the Equipment on which it is first installed or as designated in the Agreement, in connection with the Equipment in the normal course of Customer's business, and for no other purpose or business. No licence is provided under the Agreement to use Software for multi-site quality control or data review purposes or for source code of any type. Software, shall, at all times, remain the sole property of Hologic. Software is agreed to contain and shall be treated as confidential information. Customer shall maintain all copyright, proprietary, and other notices on the Software, and shall not de-compile, disassemble, or reverse engineer the Software. The Parties agree that all information needed for interoperability of the Software with independently created programs will be available from Hologic on request and on payment of Hologic's reasonable costs and expenses for procuring and supplying such information. From time to time Hologic may develop new versions or updates for the Software. Customer agrees to allow Hologic access to the Equipment in order to implement any new versions or updates to the Software. If Customer transfers Equipment to a third-party, Customer may assign the right to use Software on the Equipment; provided that, the third-party agrees in writing with Hologic to be bound by and to permit Hologic to enforce the provisions of this clause. Customer has no other right to use, sell, assign, transfer, copy, or sublicense the Software. As identified in the applicable software product specifications, some third-party software vendors (including Microsoft Corporation) provide different warranties and require different or additional terms applicable to software which they supply; such warranties and terms supersede the Agreement and Customer agrees to abide by such terms with respect to such third-party software.

15. **Confidential Information.** Both Parties agree to hold in strict confidence the terms of the Agreement and all information provided to the other in connection with the performance of their respective obligations under the Agreement, including without limitation, financial information and information relating to Customer and pricing, except to the extent that such information is or becomes public knowledge (other than by breach of this clause) or disclosure is required by applicable law. Notwithstanding the above, the terms and conditions of the Agreement will not be disclosed to any third-party without the prior written consent of the other Party, except either Party may disclose the terms and conditions of the Agreement to its employees, professional advisers, agents or independent contractors that are providing contractual services for the applicable Party and who require the knowledge of the terms and conditions of the Agreement, so long as such individuals are subject to applicable non-disclosure agreements.

16. **Intended Uses.** Products are only intended for the uses listed in the applicable Operator's Manual or Instructions for Use. Customer assumes all risks associated with non-listed uses of Products and hereby agrees to indemnify for and hold Hologic harmless from any claim associated with such non-listed uses.

17. **Compliance with Laws.** Hologic and Customer agree to comply with all applicable laws, regulatory requirements and regulations in connection with their respective rights and obligations under the Agreement and shall not do or permit anything to be done which might cause or otherwise result in a breach by the other Party of the same.

18. **Reporting and Disclosure Laws.** Pursuant to the European Commission's Guidelines on the Medical Devices Vigilance System, Hologic can be required to report the following types of incidents occurring in relation to the Products:

- Incidents which led to a death;
- Incidents which led to a serious deterioration in the state of health of a patient, user or other person;
- Incidents which might have caused or contributed to death or serious deterioration in the state of health of a patient, user or other person;
- Incidents where there is a malfunction or deterioration in the characteristics and/or performance of a Product;
- Incidents where a Product shows no malfunction or deterioration, but nevertheless has a characteristic which could lead to an incident; and
- Inaccuracies in the instruction leaflet, or instruction for use including omissions and deficiencies.

Customer agrees to supply such information in a report to Hologic within twenty-four (24) hours after becoming aware of any of the above-listed incidents and otherwise immediately on request by Hologic so that Hologic may comply with its reporting requirement. Customer agrees to use its best efforts to investigate the incident as requested by Hologic and Customer shall supply to Hologic such details of the incidents as Hologic may require.

19. **Anti-Bribery.** Neither Customer nor any officer, director, employee, direct or indirect beneficial owner or shareholder, or any other party acting on behalf of Customer will, directly or indirectly, pay, offer, promise to pay or authorise the payment of, any monies or financial or other advantage in violation of Anti-Corruption Laws (defined below) and/or Hologic's Anti-Bribery Compliance Policy. Further, neither Customer nor Customer personnel has taken or will take, directly or indirectly, any action that would cause Hologic or Hologic's officers, directors, employees and/or affiliates to be in violation of Anti-Corruption Laws. Hologic may terminate the Agreement immediately upon written notice to Customer where Hologic determines in good faith that Customer has breached this clause, and Customer shall indemnify Hologic from any claims, suits, investigations, penalties and fines of any kind arising from any breach of this clause. "Anti-Corruption Laws" means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. This provision shall survive any termination of the Agreement.

20. **Insolvency of Customer.** Without prejudice to any other right or remedy available to Hologic, Hologic shall be entitled to suspend further deliveries of Products, immediately terminate any Contract and, if any Products have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if: (i) Customer becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction); (ii) Customer ceases, or threatens to cease, to carry on business; or (iii) Hologic reasonably apprehends that any of the events mentioned above is about to occur in relation to Customer or any other matter which in the opinion of Hologic may prejudice its rights against Customer.

21. **Waiver and Severability.** If either Party fails to perform its obligations under the Agreement, such non-performance shall not affect the other Party's right to enforce performance at any time. Waiver of any remedy or material breach of any subject matter contained in the

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Registered in England and Wales No. 2722343



Customer Name: | Ms Saira Khawaja |

Quote Number: | HSQ0009092020 - 3 |

Agreement shall not be viewed as a waiver unless agreed to by the Parties in writing. Each provision of the Agreement is separate and independent of one another, and if a provision (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal the other provisions (or part provision) will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, such provision will apply with whatever modification is necessary so to give effect to the commercial intention of the Parties.

22. **Assignment.** Customer shall not assign, novate, sub-license, sub-contract or transfer any of its rights or obligations under the Agreement without the prior written consent of Hologic. Hologic may assign, novate, sub-license, sub-contract or transfer all or any of its rights or obligations under the Agreement without Customer's consent.

23. **Notices.** Any required notices will be given in writing, in the English language.

24. **Governing Law and Jurisdiction.** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of England. For any legal action arising from or related to this agreement, the parties hereby consent and submit solely to jurisdiction and venue of the courts located in England and agree that such courts shall be the sole courts utilized and hereby waive any jurisdictional or venue objections to such court. However, in the event that Hologic is the plaintiff, Hologic will have the alternative to refer the dispute to jurisdiction of the courts located in any place where products were delivered, services where provided, where the Customer has a place of business or has a registered address.

#### **Additional conditions**

- 1. The Ionising Radiation Regulations (2017) regulate the use of the equipment listed above. Comprehensive details of the legislation are laid down in the HMSO publication 'The Ionising Radiation Regulations (2017)', ISBN 978 0 7176 6662 1. In conjunction with this document an approved code of practice has been published. 'The Protection of persons against ionising radiation arising from any work activity', ISBN 978 0 7176 6662 1. The Preventative Maintenance and service contracts offered by Hologic meet the latest standards. Unless specifically detailed in the equipment schedule our contract provides for 1 (one) scheduled service visits per annum, plus radiation surveys to meet the Ionising Radiation's Regulations 2017 and the associated Approved Code of Practice. The service reports provided by our technicians meet or exceed the required legal format.***
- 2. One inspection per year will be made by Hologic at such times as we shall deem appropriate, subject to user's requirements. During inspections the equipment will be tested, calibrated and adjusted as necessary. A Radiation survey will be carried out to ensure shielding integrity.***
- 3. The offer price shall be payable yearly in advance and payable within 30 days of invoice date.***

For acceptance by | Ms Saira Khawaja |

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Date)

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## Hologic Limited - 2019 UK Service Offerings

Unless specifically detailed in the equipment schedule our contract provides for 1 (one) scheduled service visits per annum, plus radiation surveys to meet the Ionising Radiation's Regulations 2017 and the associated Approved Code of Practice. The service reports provided by our technicians meet or exceed the required legal format.

### Hours of Operation

Mon-Fri 09.00 – 1700hrs

### Warranty

Ensuring your newly installed system is maintained and covered, you will receive one Preventative Maintenance visit and all parts, labour and travel are covered at no additional cost to you during the warranty period.

### Platinum

Coverage, PM activity and service response calls are as per Comprehensive but with the added comfort of the inclusion of the detector and tube during the contract life and as per a fair usage policy. Engineer response times are within 24 hours or as soon as possible for breakdowns. However, our quoted response times cannot be guaranteed and Hologic will not be held responsible for any loss or consequential damages which may result from inability to respond. All system software updates are covered. If additional hardware is required, this may be a billable item.

### Comprehensive

Engineer response times are within 24 hours or as soon as possible for breakdowns. However, our quoted response times cannot be guaranteed and Hologic will not be held responsible for any loss or consequential damages which may result from inability to respond. All minor parts **(excluding tube and detector)**, labour and travel are included. No software updates are covered. Excludes hardware and major parts.

### Light

In addition to the warranty period coverage this ensures that recommended Preventative Maintenance (PM) visits take place. This covers diagnosis of a breakdown call only, any repairs to be made will require a purchase order for attendance.

This agreement does not apply to the provision of maintenance and repairs made necessary by accident, misuse, neglect, abuse, theft, vandalism, fire, water or other causes beyond Hologic reasonable control, or to repairs made necessary by services performed by personnel other than Hologic nor shall it cover service necessitated by malfunction of customer added parts, modifications or attachments. Any work or parts necessitated by any of the foregoing causes will be subject to charge at our regular rates.



# HOLOGIC®

## Service Quote

**Ms Saira Khawaja**  
Consultant Breast Surgeon  
Prince Phillip Hospital  
Peony Breast Care Unit  
Bryngwyn Mawr  
Dafen  
Llanelli  
SA14 8QF

Quote number: HSQ0009092020 - 4  
Date: **9<sup>th</sup> September 2020**  
Prepared by: Nikki Pawlykiwskyj  
Telephone: 0800 096 4504  
E-mail: [ukbhcs@hologic.com](mailto:ukbhcs@hologic.com)

### Delivery address

Prince Phillip Hospital  
Main Theatres  
Bryngwyn Mawr  
Dafen  
Llanelli  
SA14 8QF

Dear Ms Khawaja

We are pleased to offer you the following quotation for our Light service contract for the below system.

***Please ensure that all purchase orders clearly state this Hologic quote reference number on the paperwork to avoid any delays to processing and rejection via our contracts team.***

Description	Serial Number	Warranty	YR2	YR3	YR4	YR5
FAXITRON BIOVISION DIGITAL SPECIMEN RADIOGRAPHY SYSTEM	NA	£0.00	£1,500.00	£1,500.00	£1,500.00	£1,500.00
			<b>£1,500.00</b>	<b>£1,500.00</b>	<b>£1,500.00</b>	<b>£1,500.00</b>

To confirm acceptance of this quotation and the terms and conditions stated, please send a signed copy of this quotation by email to [ukbhcs@hologic.com](mailto:ukbhcs@hologic.com) and provide us with an original signed copy for our records.

Kind regards,



Arlene Huntley  
Manager, Service Operations, EMEAC Service & Sales Enablement  
**Hologic UK**

## Service Terms and Conditions

1. During the term Hologic will service the Equipment listed at the listed price.
2. Unless otherwise provided in the quote the following is applicable: Hologic shall provide to Customer during the term hereof, the services listed in the quote (the "Services"). Any additional service not specifically covered under this agreement shall be at Hologic's option and shall be paid for by Customer at Hologic's then current hourly rate for service and its then current rate for parts; same applies to services requested by Customer after expiration/termination date. Customer agrees to make the Equipment available to Hologic at mutually acceptable prearranged times in order for Hologic to perform the Service. The Service does not include the following: (1) service or parts which are needed as a result of Customer's negligence, misuse, theft, environmental factors, unauthorized modifications or accessory items not meeting Hologic's specifications, or any other cause beyond Hologic's control, including floods, fires, acts of God or any other contingencies or acts not within the sole control of Hologic; (2) replacement of product supplies and other consumables (3) reconditioning or refurbishment of instruments covered by this agreement and (4) relocation of its products.
3. All prices quoted are exclusive of VAT.
4. Early Termination. Customer may terminate this Agreement at any time by giving Hologic at least ninety (90) days' advance written notice and paying Hologic the pro-rated value of the remaining term (from the effective date of termination) of this Agreement; except that, if Customer upgrades any piece of Equipment included in this Agreement to a new piece of Hologic Equipment, Customer may cancel the remaining term of this Agreement with respect to the Equipment that was upgraded, effective as of the applicable commencement date of the new Equipment, without any requirement to pay Hologic the pro-rated value of the remaining term applicable to the Equipment that was upgraded. All of Customer's obligations must be current to terminate this Agreement prior to completion of the term.
5. Hologic Standard terms and conditions (below) apply.

## Hologic Ltd. ("Hologic") Standard Terms and Conditions

These Hologic Standard Sales and Service Terms and Conditions ("Terms") apply to the sale or use, including loans and rentals, of Hologic equipment ("Equipment") and supplies ("Supplies") (Equipment, Supplies, and any included software, collectively referred to as "Product" or "Products") and/or the provision of services of Products ("Service" or "Services") between Hologic, its subsidiaries and affiliates, and Customer (each a "Party" and together the "Parties"). "Customers" means any person, firm or company receiving a quotation or placing an order for any Products. The Parties, intending to be legally bound, agree as follows:

1. **Agreement.** These Terms, along with the attached Hologic quote(s) ("Hologic Quote") Hologic purchase documents, service documents and any documents executed by the Parties, constitute the complete and entire agreement between Hologic and Customer (collectively referred to herein as the "Agreement"). To the extent that there is a conflict between the Terms, the applicable Hologic Quote or Hologic purchase or service documents, the provisions of the Hologic Quote or Hologic purchasing or service documents shall take precedence. The Agreement constitutes the entire agreement between the Parties relating to the subject matter covered and supersedes and replaces all other quotations, agreements, understandings, proposals, warranties and representations (whether written or oral) between the Parties with respect to such matters. Any Customer documentation (including Customer's purchase order terms and conditions) that conflicts with or attempts to modify the Agreement in any way is hereby rejected and of no effect unless specifically agreed to in writing and signed by the Parties. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to entering into the Agreement except as expressly stated in the Agreement. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into the Agreement (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other Party's ability to perform its obligations under the Agreement) and that Party's only remedy shall be for breach of contract as provided in the Agreement.
2. **Hologic Quote.** A quote by Hologic is valid for 30 days and does not constitute an offer. Hologic may withdraw or revise any quote at any time prior to Hologic's acceptance of Customer's order. The Agreement shall be formed on Hologic's written acceptance of Customer's Order. No order which has been accepted by Hologic may be cancelled or varied by Customer except with the written agreement of Hologic and on terms that shall indemnify Hologic in full against any loss, costs (including legal costs), damages, charges and expenses suffered or incurred by Hologic as a result of that cancellation or variation.
3. **Product and Service Specifications.** Hologic reserves the right to make any changes in the specifications of Products or Services which are required to conform with any safety and/or legal requirement.
4. **Prices.** Prices, fees and charges for Products and Services do not include any Value Added Tax and any other applicable taxes or duty charges. The price payable for the Products and/or Services is as set out in the relevant Hologic Quote, Hologic Purchase, Service document, or other document. If no premises are specified, prices are based on delivery EXW, Hologic's US factory, INCOTERMS® 2010. Unless price protection is explicitly agreed to by Hologic in writing, Hologic reserves the right to increase prices on thirty (30) days' written notice to Customer.
5. **Payment.** Hologic shall be entitled to invoice Customer for the price of any Products, together with any transport, packaging, and insurance charges, on or at any time after Shipment of the Products. For the provision of Services, Hologic shall be entitled to invoice Customer for the price of any Service on or at any time after commencement of the relevant Services, unless otherwise stated in the relevant Service document.. Unless otherwise agreed to in writing by Hologic, Customer shall pay invoices within thirty (30) days from the invoice date. All amounts due from Customer under the Agreement shall be paid in full without deduction, withholding, set-off or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise. If Customer fails to make payment on the due date under any Agreement, without prejudice to any other right or remedy available to Hologic, Hologic shall (at its option) be entitled: charge interests on all overdue amounts at an interest equal to the statutory interest rate (amended and supplemented Late Payment of Commercial Debts (Interest) Act 1998), as well as suspend performance of any Agreement until payment is made in full or terminate any Agreement immediately by written notice. Hologic shall not be obligated to deliver any Product or perform

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any Service during any period when Customer payment is overdue. Customer shall be responsible for all costs (including reasonable legal expenses) incurred by Hologic to collect overdue payments and/or to take possession or otherwise dispose of Products for which payment is overdue.

6. **Product Delivery.** Unless otherwise agreed to in writing by Hologic, all Products will be shipped EXW Hologic's premises, INCOTERMS® 2010 ("Delivery") to the Customer's premises specified in Customer's order. Hologic will use reasonable efforts to meet an estimated delivery date or performance date(s)/time(s) but shall not be liable for failure to do so.

7. **Service Performance.** Services will be carried out in a competent and professional manner and with all reasonable skill and care. Services will be provided according to the Hologic Quote, the Hologic Service documents or separate description of the Services agreed with the Customer, including the definitions-description of the interventions (eligibility, coverage, service requests, support, parts, records etc.) as well as specific exclusions regarding Service that cannot be delivered-provided or are to be invoiced-agreed separately, and specific duties of Hologic and/or the Customer.

8. **Installation.** Unless otherwise specifically agreed, installation or service shall be complete and acceptance shall occur upon Hologic's demonstration that the Products or Service meet Hologic's then-current specifications ("Installation"). Hologic's delivery and installation and servicing responsibilities are subject to Customer cooperating in preparing and maintaining the agreed location including all electrical and other connections and all environmental conditions in compliance with Hologic specifications and all applicable regulations. If Customer fails to accept Delivery on the estimated delivery date, Customer shall immediately pay the full purchase price as if Delivery and Installation had occurred, and if Hologic decides to store ordered Products, Customer shall be responsible for Hologic's reasonable insurance, handling and storage charges. If Hologic decides not to store ordered Products, it is hereby authorised to arrange shipment and storage in a warehouse at Customer's sole risk and expense.

9. **Delay of Performance.** In the event that either Party is prevented from or delayed in performing its obligations under the Agreement due to an event beyond its reasonable control ("force majeure"), including but not limited to, civil insurrection, terrorism, fire, flood, labour disputes, shortages, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of that Party, the affected Party shall not be liable for any delay in performing or failure to perform its obligations under the Agreement, for the period of force majeure. Without limitation to the foregoing, Hologic reserves the right during any period where, as a result of a force majeure event, it has insufficient stocks or service capabilities to meet all its customer commitments to (a) make Supplies available to Customer (as it sees fit) without any liability to Customer, and (b) to make substitutions and modifications in the specification of any Products or Service, provided such substitutions or modifications do not materially affect the performance of Products or Service.

10. **Product Warranties.** Subject to the remainder of this clause, Hologic warrants that Products will be free from defects in material and workmanship for a period of 12 months from the date of delivery ("Warranty Period"). Hologic shall be under no liability: (i) in respect of any defect in Products arising from fair wear and tear, neglect, failure to follow Hologic's instructions, misuse (including, without limitation, use of unauthorised supplies, performance of improper or inadequate maintenance by Customer or any third party, installation of software not supplied by Hologic, improper use or connection to incompatible equipment, unauthorised modifications to Products and external causes such as power failure) or improper alteration or repair of Products; (ii) if Customer fails to notify any claim in respect of any defective Products which is based on a breach of the warranty within 10 working days after the discovery of the breach. Where any valid claim in respect of Products which is based on a breach of the warranty above is notified to Hologic, Hologic shall, at its option, repair or replace any defective Product (or the part in question) free of charge but Hologic shall have no further liability to Customer. The warranty in clause shall apply to any replaced or repaired Products for the unexpired term of the Warranty Period. Save as expressly stated in this clause, and to the fullest extent permitted by applicable law, all terms, conditions, warranties and representations express or implied in relation to Products are hereby excluded.

11. **Liability.** Nothing in the Agreement shall exclude Hologic's liability to the extent that this liability may not be excluded or limited as a matter of law. Hologic shall not be liable for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): loss of revenue; loss of actual or anticipated profits; loss of the use of money; loss of anticipated savings; loss of business; loss of or damage to or corruption of data; loss of opportunity; loss of goodwill; loss of reputation; or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in this clause), whether arising in contract, tort (including negligence) or otherwise. Save as provided elsewhere in this clause, Hologic's maximum aggregate liability arising out of or in connection with the Agreement, whether arising in contract, tort (including negligence), or otherwise, shall in no event exceed 125% of the total price payable by Customer for Products and/or the Services under the Agreement.

12. **Governmental Authorisations.** Customer is responsible for compliance with and costs associated with all required licences, certificates, permits, or other governmental authorisations, needed for Customer to use the Product(s) and/or Services, and any export or import licence, exchange permit, or the like required to deliver any Product(s) to Customer's location ("Licences") even if applied for by Hologic on Customer's behalf. Hologic will not be liable to Customer in the event that any authorisation is delayed, denied, revoked, restricted or not renewed, and Customer will not be relieved of its obligations under the Agreement. Customer represents and agrees that it will handle all technical data related to the Licences so that it conforms to and complies with all applicable laws including U.S. export licensing laws and the U.S. Foreign Corrupt Practices Act. Customer shall not trans-ship, divert, re-export or otherwise dispose of any U.S. origin goods or technology obtained from Hologic except as applicable laws, including U.S. laws and regulations, expressly permit.

13. **Intellectual Property Indemnity.** Hologic will defend and indemnify Customer against any third-party claim that Customer's use of Products infringes a valid patent, copyright, or trade mark registered or granted in the European Economic Area. provided that: (1) Products are used as approved by Hologic and have not been altered other than by Hologic or its authorised service personnel; (2) Customer promptly notifies Hologic of such claim; (3) Hologic has sole control of the defence, settlement, or compromise thereof and Customer will be solely responsible for legal expenses and costs it incurs independently of Hologic's representation; and (4) Customer cooperates with Hologic and furnishes all aid, information, and assistance necessary or useful to defend such claim. If a final injunction is obtained against Customer's use of any Product, or if in the opinion of Hologic the Product is likely to become the subject of a successful application for injunction, Hologic may, at its option and in its sole discretion: (i) obtain for Customer the right to continue using the Product(s); (ii) replace or modify the Product(s) so that it becomes non-infringing; or (iii) if neither (i) nor (ii) is reasonably available, accept return of the affected Product(s) held by Customer, grant a credit therefore as depreciated on a five-year straight-line basis, and terminate the Agreement without any further

obligation or liability. The remedy selected by Hologic will be Customer's exclusive remedy for any damage, cost, or expense resulting from any court order or settlement enjoining Customer's use of the Product(s).

14. **Software Licence.** The term "Software" includes all Hologic (and third-party) computer software, firmware and associated documentation, whether in printed or machine-readable form which, as the case may be, is supplied under the Agreement or for use in connection with Equipment or Services. To the extent the Product includes Software, Customer is granted a non-exclusive, non-transferable, royalty-free licence to use Software solely on the Equipment on which it is first installed or as designated in the Agreement, in connection with the Equipment in the normal course of Customer's business, and for no other purpose or business. No licence is provided under the Agreement to use Software for multi-site quality control or data review purposes or for source code of any type. Software, shall, at all times, remain the sole property of Hologic. Software is agreed to contain and shall be treated as confidential information. Customer shall maintain all copyright, proprietary, and other notices on the Software, and shall not de-compile, disassemble, or reverse engineer the Software. The Parties agree that all information needed for interoperability of the Software with independently created programs will be available from Hologic on request and on payment of Hologic's reasonable costs and expenses for procuring and supplying such information. From time to time Hologic may develop new versions or updates for the Software. Customer agrees to allow Hologic access to the Equipment in order to implement any new versions or updates to the Software. If Customer transfers Equipment to a third-party, Customer may assign the right to use Software on the Equipment; provided that, the third-party agrees in writing with Hologic to be bound by and to permit Hologic to enforce the provisions of this clause. Customer has no other right to use, sell, assign, transfer, copy, or sublicense the Software. As identified in the applicable software product specifications, some third-party software vendors (including Microsoft Corporation) provide different warranties and require different or additional terms applicable to software which they supply; such warranties and terms supersede the Agreement and Customer agrees to abide by such terms with respect to such third-party software.

15. **Confidential Information.** Both Parties agree to hold in strict confidence the terms of the Agreement and all information provided to the other in connection with the performance of their respective obligations under the Agreement, including without limitation, financial information and information relating to Customer and pricing, except to the extent that such information is or becomes public knowledge (other than by breach of this clause) or disclosure is required by applicable law. Notwithstanding the above, the terms and conditions of the Agreement will not be disclosed to any third-party without the prior written consent of the other Party, except either Party may disclose the terms and conditions of the Agreement to its employees, professional advisers, agents or independent contractors that are providing contractual services for the applicable Party and who require the knowledge of the terms and conditions of the Agreement, so long as such individuals are subject to applicable non-disclosure agreements.

16. **Intended Uses.** Products are only intended for the uses listed in the applicable Operator's Manual or Instructions for Use. Customer assumes all risks associated with non-listed uses of Products and hereby agrees to indemnify for and hold Hologic harmless from any claim associated with such non-listed uses.

17. **Compliance with Laws.** Hologic and Customer agree to comply with all applicable laws, regulatory requirements and regulations in connection with their respective rights and obligations under the Agreement and shall not do or permit anything to be done which might cause or otherwise result in a breach by the other Party of the same.

18. **Reporting and Disclosure Laws.** Pursuant to the European Commission's Guidelines on the Medical Devices Vigilance System, Hologic can be required to report the following types of incidents occurring in relation to the Products:

- Incidents which led to a death;
- Incidents which led to a serious deterioration in the state of health of a patient, user or other person;
- Incidents which might have caused or contributed to death or serious deterioration in the state of health of a patient, user or other person;
- Incidents where there is a malfunction or deterioration in the characteristics and/or performance of a Product;
- Incidents where a Product shows no malfunction or deterioration, but nevertheless has a characteristic which could lead to an incident; and
- Inaccuracies in the instruction leaflet, or instruction for use including omissions and deficiencies.

Customer agrees to supply such information in a report to Hologic within twenty-four (24) hours after becoming aware of any of the above-listed incidents and otherwise immediately on request by Hologic so that Hologic may comply with its reporting requirement. Customer agrees to use its best efforts to investigate the incident as requested by Hologic and Customer shall supply to Hologic such details of the incidents as Hologic may require.

19. **Anti-Bribery.** Neither Customer nor any officer, director, employee, direct or indirect beneficial owner or shareholder, or any other party acting on behalf of Customer will, directly or indirectly, pay, offer, promise to pay or authorise the payment of, any monies or financial or other advantage in violation of Anti-Corruption Laws (defined below) and/or Hologic's Anti-Bribery Compliance Policy. Further, neither Customer nor Customer personnel has taken or will take, directly or indirectly, any action that would cause Hologic or Hologic's officers, directors, employees and/or affiliates to be in violation of Anti-Corruption Laws. Hologic may terminate the Agreement immediately upon written notice to Customer where Hologic determines in good faith that Customer has breached this clause, and Customer shall indemnify Hologic from any claims, suits, investigations, penalties and fines of any kind arising from any breach of this clause. "Anti-Corruption Laws" means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. This provision shall survive any termination of the Agreement.

20. **Insolvency of Customer.** Without prejudice to any other right or remedy available to Hologic, Hologic shall be entitled to suspend further deliveries of Products, immediately terminate any Contract and, if any Products have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if: (i) Customer becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction); (ii) Customer ceases, or threatens to cease, to carry on business; or (iii) Hologic reasonably apprehends that any of the events mentioned above is about to occur in relation to Customer or any other matter which in the opinion of Hologic may prejudice its rights against Customer.

21. **Waiver and Severability.** If either Party fails to perform its obligations under the Agreement, such non-performance shall not affect the other Party's right to enforce performance at any time. Waiver of any remedy or material breach of any subject matter contained in the

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Registered in England and Wales No. 2722343

Customer Name: | Ms Saira Khawaja |

Quote Number: | HSQ0009092020 - 4 |

Agreement shall not be viewed as a waiver unless agreed to by the Parties in writing. Each provision of the Agreement is separate and independent of one another, and if a provision (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal the other provisions (or part provision) will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, such provision will apply with whatever modification is necessary so to give effect to the commercial intention of the Parties.

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23. **Notices.** Any required notices will be given in writing, in the English language.

24. **Governing Law and Jurisdiction.** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of England. For any legal action arising from or related to this agreement, the parties hereby consent and submit solely to jurisdiction and venue of the courts located in England and agree that such courts shall be the sole courts utilized and hereby waive any jurisdictional or venue objections to such court. However, in the event that Hologic is the plaintiff, Hologic will have the alternative to refer the dispute to jurisdiction of the courts located in any place where products were delivered, services where provided, where the Customer has a place of business or has a registered address.

#### **Additional conditions**

- 1. The Ionising Radiation Regulations (2017) regulate the use of the equipment listed above. Comprehensive details of the legislation are laid down in the HMSO publication 'The Ionising Radiation Regulations (2017)', ISBN 978 0 7176 6662 1. In conjunction with this document an approved code of practice has been published. 'The Protection of persons against ionising radiation arising from any work activity', ISBN 978 0 7176 6662 1. The Preventative Maintenance and service contracts offered by Hologic meet the latest standards. Unless specifically detailed in the equipment schedule our contract provides for 1 (one) scheduled service visits per annum, plus radiation surveys to meet the Ionising Radiation's Regulations 2017 and the associated Approved Code of Practice. The service reports provided by our technicians meet or exceed the required legal format.***
- 2. One inspection per year will be made by Hologic at such times as we shall deem appropriate, subject to user's requirements. During inspections the equipment will be tested, calibrated and adjusted as necessary. A Radiation survey will be carried out to ensure shielding integrity.***
- 3. The offer price shall be payable yearly in advance and payable within 30 days of invoice date.***

For acceptance by | Ms Saira Khawaja |

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signed)

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(Date)

Hologic Ltd., Heron House, Oaks Business Park, Crewe Road, Wythenshawe, Manchester, M23 9HZ, UK

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Registered in England and Wales No. 2722343



## Hologic Limited - 2019 UK Service Offerings

Unless specifically detailed in the equipment schedule our contract provides for 1 (one) scheduled service visits per annum, plus radiation surveys to meet the Ionising Radiation's Regulations 2017 and the associated Approved Code of Practice. The service reports provided by our technicians meet or exceed the required legal format.

### Hours of Operation

Mon-Fri 09.00 – 1700hrs

### Warranty

Ensuring your newly installed system is maintained and covered, you will receive one Preventative Maintenance visit and all parts, labour and travel are covered at no additional cost to you during the warranty period.

### Platinum

Coverage, PM activity and service response calls are as per Comprehensive but with the added comfort of the inclusion of the detector and tube during the contract life and as per a fair usage policy. Engineer response times are within 24 hours or as soon as possible for breakdowns. However, our quoted response times cannot be guaranteed and Hologic will not be held responsible for any loss or consequential damages which may result from inability to respond. All system software updates are covered. If additional hardware is required, this may be a billable item.

### Comprehensive

Engineer response times are within 24 hours or as soon as possible for breakdowns. However, our quoted response times cannot be guaranteed and Hologic will not be held responsible for any loss or consequential damages which may result from inability to respond. All minor parts **(excluding tube and detector)**, labour and travel are included. No software updates are covered. Excludes hardware and major parts.

### Light

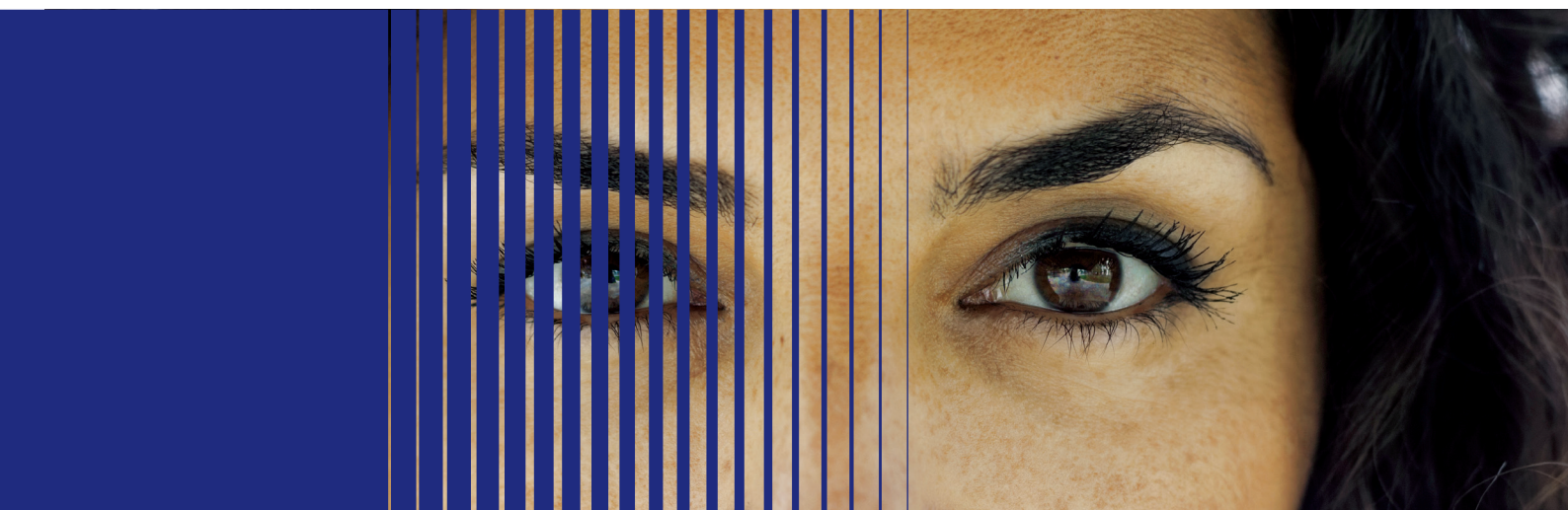
In addition to the warranty period coverage this ensures that recommended Preventative Maintenance (PM) visits take place. This covers diagnosis of a breakdown call only, any repairs to be made will require a purchase order for attendance.

This agreement does not apply to the provision of maintenance and repairs made necessary by accident, misuse, neglect, abuse, theft, vandalism, fire, water or other causes beyond Hologic reasonable control, or to repairs made necessary by services performed by personnel other than Hologic nor shall it cover service necessitated by malfunction of customer added parts, modifications or attachments. Any work or parts necessitated by any of the foregoing causes will be subject to charge at our regular rates.



# Peace of mind through focused customer support

## Hologic Limited - UK Service Offerings



Hologic Marketing, Customer Service and Field Support comes direct to you from Hologic Limited. So as to meet, and hopefully exceed your expectations our fully trained health service team are now co-ordinated from the new headquarters and International training centre in Brussels. The team brings a highly skilled and innovative approach to solving service issues in the best possible way across a range of service support offerings.

The types of contract outlined below include:

### Warranty

Ensuring your newly installed system is maintained and covered, you will receive two Preventative Maintenance visits and all parts, labour and travel are covered at no additional cost to you during the warranty period.

### Light

In addition to the warranty period coverage this ensures that recommended Preventative Maintenance (PM) visits take place. Initial six days Applications Training is to be taken within the first fortnight following installation. Any additional Applications Training requests will be considered on a case by case assessment basis - additional charges may apply.

### Comprehensive

Coverage and PM activity is as with Light. A guaranteed initial service support phone call is initiated within sixty minutes of call logging and less than seven hours before an engineer is on-site. All parts (excluding tube and detector), labour and travel are included. All system software updates are covered. Excludes hardware. Initial six days Applications Training is to be taken within the first fortnight following installation and an additional two days is available for use during the Warranty period in year one. Thereafter one days Applications Training is included in the annual Comprehensive package.

### Platinum

Coverage, PM activity and service response calls are as per Comprehensive but with the added comfort of the inclusion of the detector and tube during the contract life and as per a fair usage policy. Engineer response times are guaranteed to be within four hours for emergency breakdowns. All system software updates are covered. However if additional hardware is required this may be a Billable item. Initial six days Applications Training is to be taken within the first fortnight following installation and an additional four days is available for use during the Warranty period in year one. Thereafter two days Applications Training is included in the annual Platinum package.

### For further details

Please contact your regional Sales Specialist directly or for technical support call the Customer Service department on: 0800 096 4504

## What's included

Component	Warranty	Light	Comprehensive	Platinum
Biannual PM Visits	✓	✓	✓	✓
Parts	✓		✓	✓
Travel	✓		✓	✓
Labour	✓		✓	✓
Technical Support	✓		✓	✓
Hologic Remote Connectivity	✓	✓	✓	✓
Applications Training	✓	✓	✓	✓
Detector Array				✓
X-ray Tube				✓
Software Updates			✓*	✓*

\*Excludes Hardware

### Overview of Terms and Conditions

#### Biannual PM Visits

Hologic equipment service in undertaken over the course of one day at six monthly intervals to allow the required preventative maintenance to be completed on site Mon to Fri 0900 - 1700 hours.

#### Parts

All parts are covered, excluding the detector array and x-ray tube (except in the case of Platinum contracts). All parts replacements are Genuine Hologic Parts. Should non-OEM parts or parts distributed by unapproved Hologic intermediaries be found on a system these parts will carry no warranty and replacements will be fully chargeable.

#### Travel and Labour

All required travel to and from the site and all labour hours Mon to Fri 0900 - 1700 included.

#### Technical Support

Full access to technical support is via e-mail and / or via telephone as you prefer.

#### Hologic Remote Connectivity

A comprehensive remote connectivity support programme which allows real time remote diagnostics and can considerably reduce downtime.

#### Detector Array and Tube

Cover for both of these parts can be added to any contract listed but is included in the Platinum level automatically. It is subject to a fair usage policy.

### Applications Training

#### Light

- Initial 6 days taken within 2 weeks of installation
- Further requests considered on a case by case assessment basis - charges may apply

#### Comprehensive

- Initial 6 days taken within 2 weeks of installation
- Year 1 / Warranty Period - Additional 2 days training included
- Year 2 and subsequent years - 1 days training included

#### Platinum

- Initial 6 days taken within 2 weeks of installation
- Year 1 / Warranty Period - Additional 4 days training included
- Year 2 and subsequent years - 2 days training included

For more information contact 0800 031 8365

Correct at the time of going to print.

### Breast Health Solutions

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