



DEPARTMENT OF VETERANS AFFAIRS
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!TM, a menu-driven database system. The INTERNET address for GSA Advantage!TM is GSAAdvantage.gov

Medical Equipment and Supplies
FSC Group 65, Part II, Section A
FSC Classes: **6530**

Contract Number: **36F79719D0039**
Contract Period: **February 1, 2019 to January 31, 2024**

*(For more information on ordering from Federal Supply Schedules, enter the following address into your web browser:
<http://gsa.gov/portal/category/100623>)*

Brainsway USA, Inc.
300 Knickerbocker Road Suite 2300
Cresskill, NJ 07626
Phone #: 844-386-7001 Toll-Free 844-386-7001
Fax: 844-386-7002
www.Brainsway.com

Business Size: **Small**

Revised August 2020

“Prices Shown Herein are Net (discount deducted)”

Customer Information:

1a. List of awarded special item number(s):

SIN: [A-72]Page [4]

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply: **See Below.**

SIN	Product Number	Product Description	FSS Price	FSS Price with IFF
A-72	SYS-110V-USA CO	Brainsway Deep TMS Direct Purchase (includes 1 year of service plus one-time installation and training)	\$195,000.00	\$195,979.90
A-72	SYS-Service	Extended Warranty/ Maintenance (1 Year contract) This includes all service, labor and parts cost associated with the product. It also includes 1 additional training session per year at no added cost.	\$12,000.00	\$12,060.30
A-72	CAP-000001-KIT	Cap (must purchase a minimum of 20)	\$24.50	\$24.62
A-72	HEL-100010-CPLX	New helmet	\$49,000.00	\$49,246.23
A-72	SYS-LES001	Brainsway Deep TMS Lease Year 1	\$50,000.00	\$50,251.26

		The lease includes the warranty and maintenance for the product. All service, parts, labor costs are included with the cost of the lease. Included is one additional training session per year for the staff.		
A-72	SYS-LES002	Brainsway Deep TMS Lease Year 2 The lease includes the warranty and maintenance for the product. All service, parts, labor costs are included with the cost of the lease. Included is one additional training session per year for the staff.	\$50,000.00	\$50,251.26
A-72	SYS-LES003	Brainsway Deep TMS Lease Year 3 The lease includes the warranty and maintenance for the product. All service, parts, labor costs are included with the cost of the lease. Included is one additional training session per year for the staff.	\$50,000.00	\$50,251.26
A-72	SYS-LES004	Brainsway Deep TMS Lease Year 4 The lease includes the warranty and maintenance for the product. All service, parts, labor costs are	\$50,000.00	\$50,251.26

		included with the cost of the lease. Included is one additional training session per year for the staff.		
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1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item:
Not Applicable

2. Maximum order: **\$50,000 (SIN A-72)**

3. Minimum order: **No Minimum Order**

4. Geographic coverage (delivery area): **All 50 states, District of Columbia and Puerto Rico**

5. Point(s) of production (city, county, and State or foreign country):
Israel

6. Prices shown herein are Net (discount deducted)

7. Quantity Discounts: **3% additional discount above the basic discount, applied to all line items. Exception is 1 % additional discount above the basic discount, applied to item # CAP-000001-KIT,Cap (must purchase a minimum of 20).**

8. Prompt Payment Terms: **1% 15 days; Net 30 Days; Invoiced orders only**

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold:
Accepted at and below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: **Accepted above the micro-purchase threshold**

10. Foreign items (list items by country of origin): **Israel**

11a. Time of delivery: **30 days After Receipt of Order (ARO)**

11b. Expedited delivery: **15 days After Receipt of Order (ARO), Expedited delivery is available, however the Government is responsible for the difference between normal and expedited delivery charges.**

Items available for expedited delivery are noted in this pricelist

12. FOB Point(s): **FOB Destination to the 50 contiguous states, District of Columbia, and Puerto Rico.**

13a. Ordering address(es):

Brainsway USA, Inc.

Brainsway USA, Inc., 844-386-7001, www.brainsway.com

300 Knickerbocker Road Suite 2300

Cresskill, NJ 07626

Phone #: 844-386-7001 Toll-Free 844-386-7001

Fax: 844-386-7002

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

14. Payment address(es):

Brainsway USA, Inc.

300 Knickerbocker Road Suite 2300

Cresskill, NJ 07626

Phone #: 844-386-7001 Toll-Free 844-386-7001

Fax: 844-386-7002

15. Warranty provision: See attachment 3. (warranty provision).

Returned Goods Policy: See attachment 2. (return goods policy).

16. Export packing charges, if applicable: Not Applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): See #9B, no additional items.

18. Terms and conditions of rental, maintenance, and repair (if applicable): See #20a, attachment 5, no additional items.

19. Terms and conditions of installation (if applicable): See #20a, attachment 4, no additional items.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): See attachment 7.

20a. Terms and conditions for any other services (if applicable):

Training Protocol: See attachment 6.

Rental/Lease Agreement: See attachment 5.

Installation Policy: See attachment 4.

Service Agreement: See attachment 7.

21. List of service and distribution points (if applicable): Cresskill, New Jersey 07626

22. List of participating dealers (if applicable): Not Applicable

Brainsway USA, Inc., 844-386-7001, www.brainsway.com

23. Preventive Maintenance (if applicable): **See attachment 7.**

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): **Not Applicable**

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g., contractor's website or other location). The EIT standards can be found at www.Section508.gov/ : **Not Applicable**

25. Data Universal Number System (DUNS) number: **080312377**

26. Notification regarding registration in System for Award Management (SAM) database: **Yes, registered**

FSS Contract Products and Pricing

SIN	Product Number	Product Description	FSS Price
A-72	SYS-110V-USA CO	Brainsway Deep TMS Direct Purchase (includes 1 year of service plus one-time installation and training)	\$195,000.00
A-72	SYS-Service	Extended Warranty/ Maintenance (1 Year contract) This includes all service, labor and parts cost associated with the product. It also includes 1 additional training session per year at no added cost.	\$12,000.00
A-72	CAP-000001-KIT	Cap (must purchase a minimum of 20)	\$24.50
A-72	HEL-100010-CPLX	New helmet	\$49,000.00
A-72	SYS-LES001	Brainsway Deep TMS Lease Year 1 The lease includes the warranty and	\$50,000.00

Brainsway USA, Inc., 844-386-7001, www.brainsway.com

		<p>maintenance for the product. All service, parts, labor costs are included with the cost of the lease. Included is one additional training session per year for the staff.</p>	
A-72	SYS-LES002	<p>Brainsway Deep TMS Lease Year 2 The lease includes the warranty and maintenance for the product. All service, parts, labor costs are included with the cost of the lease. Included is one additional training session per year for the staff.</p>	\$50,000.00
A-72	SYS-LES003	<p>Brainsway Deep TMS Lease Year 3 The lease includes the warranty and maintenance for the product. All service, parts, labor costs are included with the cost of the lease. Included is one additional training session per year for the staff.</p>	\$50,000.00
A-72	SYS-LES004	<p>Brainsway Deep TMS Lease Year 4 The lease includes the warranty and maintenance for the product. All service, parts, labor costs are included with the cost of the lease. Included is one additional training session per year for the staff.</p>	\$50,000.00

GENERAL TERMS AND CONDITIONS

PREAMBLE

These General Terms and Conditions are entered into between Brainsway USA INC ("Brainsway", "we", "us", or "our"), a Delaware corporation, having its principal offices in 3 University Plaza, Suite 503, Hackensack, NJ 07601,, and a subsidiary of Brainsway LTD, an Israeli corporation and the entity, company, hospital, center, university, or corporation identified above ("Lessee", "Customer", "you", or "your"). The purpose of these General Terms and Conditions is to set forth the general terms and conditions that will apply to all services performed by Brainsway and all products leased, sold or licensed by Brainsway to you. The specific price terms, payment terms and products/services are set forth in the table portion of the Price Quotation preceding these General Terms and Conditions. In the event more than one Price Quotation was issued with the same number, if there is any ambiguity as to which offer applies, those contained in the most recent Price Quotation shall apply. Certain additional terms, requirements and information will be set forth in exhibits hereto and in the Customer Information Form. The provisions of the table portion of the Price Quotation (preceding the General Terms and Conditions), together with these General Terms and Conditions, as well as those contained in the exhibits and the Customer Information Form, shall constitute the Agreement between the parties. In the event of a specific conflict between the provisions of these General Terms and Conditions and those in the table portion of the Price Quotation, these General Terms and Conditions shall control.

ANY SPECIAL TERMS OR MODIFICATIONS TO THE TERMS AND CONDITIONS SHALL BE SET FORTH IN EXHIBIT C ONLY, WHICH SHALL OVERRIDE ALL OTHER PORTIONS OF THIS AGREEMENT.

These terms and conditions govern the lease of a deep TMS (Transcranial Magnetic Stimulation) system as described in Exhibit A hereto (the "System").

SECTION 1 - LEASE

Brainsway hereby agrees to provide the System (comprised of the parts described in the table on the first page of the Price Quotation) to you on the terms specified herein. The dates for delivery, installation, and training, and the Effective Date, are all contingent upon Customer's timely payment of the fees listed on the table titled "Payment Terms" in the Price Quotation (the "Payment Terms Table") as well as Customer's preparation of the site by the Target Date for Operation of the System listed by Lessee in this Agreement. Any failure by Lessee to meet the Initial Payment Deadline or to have the site prepared by the Target Date for Operation of the System listed by Lessee may require Brainsway to amend the Term Sheet (in consultation with the Lessee) to set new dates for delivery, installation, and training. Brainsway shall have no liability for any delays caused by Lessee's failure to promptly pay the first year's Annual Fee (or if applicable, the Downpayment) or to have the site prepared by the Target Date for Operation of the System listed by Lessee. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for the duration of

the Initial Term and any Renewal Term, as set forth in the Term Sheet.

SECTION 2 – DELIVERY; RISK

Brainsway will be responsible to pay and arrange for the delivery the System DDP (i.e. delivery to the destination where Lessee will operate the System, with risk of loss transferred once the goods are delivered) provided however, that Brainsway shall not be liable for any damages resulting from delay in delivery. The final site at which Lessee shall operate the System shall be designated by Lessee below (the "Site"). Lessee shall be responsible for preparing the Site, at its own expense, as detailed in Exhibit B, before delivery.

Brainsway shall be responsible for installation of the System at the Site. The date of installation of the System at the Site shall be known as the "Installation Date," and Lessee shall be responsible for the System until it is returned to Brainsway. Lessee will reimburse Brainsway promptly for any loss or damage to the System sustained during this period, except for reasonable wear and tear.

SECTION 3 – REPLACEMENT; RETURN

Brainsway may, at any time without notice, replace the System with a new generation deep TMS system, at no additional charge to Lessee, and this Agreement shall then apply to such new generation systems. Brainsway may also, at any time without notice, replace any component of the System. However, Brainsway has no obligation to provide such new generation systems or other upgrades.

Brainsway will pay for the return of the System to Brainsway at the end of the Initial Term or any Renewal Term.

SECTION 4 – TITLE; SECURITY INTEREST

Title to the System shall at all times be vested in Brainsway, and except as provided herein, no right, title or interest therein shall pass to Lessee. For so long as the System remains leased by Lessee, Brainsway shall retain a security interest and right of re-possession in the System, and Lessee agrees to take such action at its own expense as Brainsway may request to perfect its security interest therein.

SECTION 5 – USE AND RESTRICTIONS.

5.1 Lessee shall house the System at the Site and shall not be entitled to remove the System from the Site without Brainsway's prior written consent. Lessee will designate two persons as Brainsway's primary contact persons at the Site. Lessee shall not make the System available to any person or permit any person to use the System, except Lessee employees who have undergone Brainsway's certification training as set forth in Section 6 ("Certification Training") below and have received a personal certificate of completion of training from Brainsway and who are under written contractual restrictions covering confidential information that are no less restrictive or protective than the terms of this Agreement. Lessee will provide Brainsway access to the System at all reasonable times.

5.2 Lessee shall handle, store and use the System in a careful and proper manner, strictly in accordance with the Instructions for Use to be provided by Brainsway, as may be amended from time to time, and with the Site Preparation Requirements attached hereto as Exhibit B, this Agreement,

and other instructions, user manuals, guidelines and other applicable documentation provided by Brainsway from time to time (collectively, "Documentation"), and solely for treatments that have been approved by the relevant regulatory authorities. Lessee shall have no right to use the System for any purpose other than that specified herein. Lessee agrees to comply strictly with all applicable laws, rules, regulations, directives, guidelines, administrative directions and regulatory controls, including but not limited to compliance with Federal Trade Commission rules on promotional activities and all rules of the Food and Drug Administration (collectively, "Applicable Law").

5.3 Lessee shall not (except with Brainsway's prior written consent): (i) create or incur, or permit, any lien or encumbrance with respect to the System, or any part thereof; (ii) modify, reverse engineer, disassemble or decompile the System or any part thereof; and/or (iii) remove or otherwise alter any trademark, service mark, serial number, logo, copyright, other indicia of ownership, security and other interest therein and other notices fixed or attached to the System, or any part thereof.

SECTION 6 – CERTIFICATION TRAINING

During the Term, Brainsway shall provide to up to five of Lessee's employees a one-time, one-day certification training at Lessee's designated site on the use and operation of the System, free of training fees, subject to prior coordination. If requested, Brainsway shall provide additional certification training at Brainsway's facilities subject to a payment of \$2,500 by Lessee for each additional one-day session and subject to such other Brainsway procedures which may be in place at the time. In case of replacement of the System with a new generation deep TMS system, Brainsway shall provide certification training on use of the new deep TMS system on the same terms as provided initially (i.e., a one-time, one day training will be free, and any additional training will be at Brainsway's standard rates).

SECTION 7 – MAINTENANCE; REPAIR; CUSTOMER COMPLAINTS; ADVERSE EVENTS; RECALLS

7.1 Maintenance and Service: Brainsway shall be responsible for conducting Maintenance and Service Visits at the Site during the Term at Brainsway's cost. Maintenance and Service Visits shall include the following measures performed by Brainsway authorized personnel for lease customers who remain in good standing and whose System is still within the lease Term. Certain maintenance and service measures will be included as part of Brainsway's yearly Maintenance and Service Visits (which will begin only **after the completion of the first year from the date of installation**), and certain additional maintenance measures will be included during every third yearly Maintenance and Service Visit.

Yearly Maintenance Visits Include:

1. Inspection and maintenance of existing helmet for functionality, damage, fabric, movement and connectors
2. Inspection of site's technical specifications (electricity, temperature, etc.) to ensure it meets latest Brainsway criteria
3. Inspection of usage tracking/PPU mechanisms (may be performed more frequently)
4. Running tests on cooling system

5. Inspection of arm and positioning unit for integrity, and making necessary adjustments
6. Examination of system to ensure serial numbers and components are fully intact
7. Overall examination of system for functionality, operability, damage and defects

Triennial Maintenance Visits (i.e. Once Every 3 Years) Include:

1. Removal of existing helmet (with H-Coil) and **replacement with new helmet**
2. Inspection of site's technical specifications (electricity, temperature, etc.) to ensure it meets latest Brainsway criteria
3. Inspection (and maintenance if necessary) of stimulator and stimulator connections/cables;
4. Checking integrity of medical cart and grounding wires
5. Examination of medical cart mobility
6. Testing screen and screen battery, and performing screen calibration
7. Checking IFM apparatus (on relevant systems)
8. Cleaning cooling system filters
9. Running comprehensive tests on cooling system
10. Inspection of arm and positioning unit for integrity, and making necessary adjustments
11. Examination of system to ensure serial numbers and components are fully intact
12. Overall examination of system for functionality, operability, damage and defects.

7.2 Repairs: Brainsway shall be responsible for repairing the System at the Site, during the Term, at Brainsway's cost, provided that Lessee shall have promptly notified Brainsway in writing of any technical difficulty, failure, or malfunction of the System ("Defect") and unless such Defect is attributable to (i) Lessee's misuse or mishandling of the System not in accordance with the Documentation; (ii) the negligence, wrongful act or omission of Lessee; (iii) any failure by Lessee to comply with its obligations hereunder, including the use of the System by any person who has not received certification training; (iv) accident or disaster, including effect of water, wind, fire, lightning, or (v) vandalism or burglary. Brainsway will provide Lessee with spare parts, subassemblies and replacement components (necessary to service the System ("Replacement Components") and Lessee agrees to store and maintain Replacement Components at Lessee's cost, at room temperature, in suitable warehousing facilities, and in accordance with environmental and other specifications provided by Brainsway. All Replacement Components shall be the sole property of Brainsway. Under no circumstances will Lessee attempt to repair the System except with Brainsway's permission and under Brainsway's direct supervision.

7.3 If any Defect is attributable to (i) Lessee's misuse or mishandling of the System not in accordance with the Documentation; (ii) the negligence, wrongful act or omission of Lessee, including the use of the System by any person who has not received certification training; (iii) any failure by Lessee to comply with its obligations hereunder (iv) accident or disaster, including effect of water, wind, lightning, or (v) vandalism or burglary, Brainsway will repair the System and charge Lessee for

such repairs at its usual rates for labor and parts. Lessee agrees to pay such charges within 30 days of invoice.

7.4 In the event of a customer complaint including a possible failure of the device, labeling or packaging to meet its performance specifications and any adverse events (not including anticipated side effects, such as headaches, application site discomfort or pain, etc.) suffered by any patients, operators or users of the System, Lessee shall have an absolute duty to immediately notify Brainsway in writing and to comply with such corrective measures and policies as may be requested by Brainsway.

7.5 In the event of a determination by Brainsway that a recall or replacement of the System is necessary, Lessee shall comply with any and all Brainsway recall procedures and protocols.

SECTION 8 - INSURANCE

8.1 Lessee shall, at its expense, procure and maintain for the period beginning from the date of delivery of the System and lasting until the date System is returned to Brainsway, from a reputable licensed insurance company, appropriate and adequate insurance policies that properly cover the legal and/or contractual liabilities of the Lessee. Said insurance shall include: (a) Property insurance of at least \$240,000 which would include but not be limited to coverage of the System; and (b) Liability insurance policies including but not limited to: (i) medical malpractice insurance; (ii) comprehensive general liability insurance, (iii) employers liability/workers compensation insurance policy; and (iv) any other appropriate insurance as required by any Applicable Law.

8.2 The aforementioned forms of insurance specified in 8.1 (a) and (b) shall collectively be referred to as "Lessee's Minimum Insurance Requirements". Lessee's Minimum Insurance Requirements shall include the following: (1) a waiver of subrogation clause toward Brainsway and/or its parent company and/or subsidiary and/or affiliated company and/or any shareholder, director, officer or employee, however such a waiver shall not apply towards a person committing a malicious act; (2) the Lessee's policies shall be primary and non-contributory to any of Brainsway's insurance policies and the Lessee's insurers shall waive any right of participation in Brainsway's insurance policies; (3) Lessee's policies shall include a 60 day written notice by the insurer and the Lessee to Brainsway's CEO and CFO prior to any cancellation and/or non-renewal and/or reduction in coverage; (4) with the exception of its employers liability/workers compensation policy, all of Lessee's other liability insurance policies shall include a cross liability clause.

8.3 Lessee shall provide certification or evidence of its Minimum Insurance Requirements at Brainsway's request. Brainsway's failure to request same shall not be construed as a waiver of any aspect of the Lessee's Minimum Insurance Requirements. In the event that Lessee shall fail to obtain or maintain such Lessee's Minimum Insurance Requirements, Brainsway may terminate this Agreement for material breach under Section 8.1 or may, but shall not be obliged to, cause such Lessee's Minimum Insurance Requirements to be issued and the amount of any premiums paid by Brainsway shall be payable by Lessee upon demand.

8.4 For the sake of clarity, Lessee's Minimum Insurance Requirements only represent Brainsway's

insurance demands upon Lessee. Lessee can and should obtain such other insurance coverage as it deems necessary and desirable to protect its own interests.

8.5 Brainsway shall, at its expense, obtain and maintain product liability insurance in respect of the System.

SECTION 9 - TERMINATION

9.1 Brainsway may terminate this Agreement upon 30-days' written notice, (a) if Lessee fails to cure a material breach within thirty (30) days of receipt of notice of such breach, or (b) if Lessee fails to operate the System in compliance with the Instructions for Use and Site Preparation Requirements; if Lessee fails to make any payment on a timely basis; if Lessee tampers with or alters the System or uses it in any unauthorized way; or if Lessee prohibits or fails to permit or cooperate in Brainsway's access to the System under section 5.1; or (c) should Lessee (i) admit in writing of its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (vi) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such Lessee's property or providing for the liquidation of such Lessee's property or business affairs. Lessee shall remain liable for all payments due for the balance of the Term upon termination in accordance with this section, and all such payment shall become immediately due and payable. Risk of loss shall pass back to Brainsway upon Brainsway's receipt of the System.

9.2 Brainsway shall also be entitled to terminate this Agreement immediately upon written notice if necessary to protect the health, welfare or safety of patients.

9.3 Brainsway shall not be responsible for any claims by patients due to cessation of treatments pursuant to this section or upon Lessee's termination of the lease.

9.4 Lessee may return the System to Brainsway, or cease using the System, prior to the termination of the Initial Term or any Renewal Term. However, such return or cessation of use shall not relieve Lessee of its payment obligations for the remainder of such Initial Term or Renewal Term. All amounts due for the Term shall be due and payable immediately upon Lessee's notice to Brainsway that it intends to return or cease use of the System.

EXHIBIT A

Term Sheet

1. The System shall include the components listed on the Price Quotation. Along with the System, Brainsway will provide the number of reusable individual patient caps listed on the cover of this price quotation at no additional cost. Each additional patient cap shall be ordered from Brainsway and shall be subject to the fees set forth in Exhibit C.
2. Support. Brainsway will provide phone support Monday through Friday, 9 a.m. to 5 p.m., E.S.T. On-site service, if necessary, will be provided within three business days of a request, except during Brainsway holidays, subject to weather conditions and transportation availability.
3. Initial Term. The System and Documentation are leased for a period of three years ("Initial Term"). The Initial Term will commence upon the Effective Date, as indicated below.
4. Renewal Term. The lease shall automatically renew for additional one year periods (each, a "Renewal Term") unless either Party provides the other Party written notice, at least ninety days prior to the expiration of the Initial Term or any Renewal Term, as the case may be, of its intent not to so renew.
5. All consideration, fees and payment terms are set forth on the Price Quotation, subject to any further detail and conditions in Exhibit C, which Exhibit C supersedes all other portions of the Agreement.
6. Lessee shall complete, on the Customer Information Form, a Target Date for Operation of the System. However, it is understood by the parties that said date is for Brainsway's internal logistical planning purposes only and does not impose a contractual commitment to have the System set up for operation by same. It is understood, that Brainsway can usually complete delivery, installation and training up to two months following signing of lease.
7. **EFFECTIVE DATE:** Unless otherwise specifically agreed upon in writing, **the Effective Date shall be the date falling two calendar months after Lessee's signature of this Agreement**, regardless of whether installation and training with respect to the System are completed earlier than said date.
 - a. Notwithstanding this section, in the event that through no fault of Lessee, installation and training are not yet completed by the date falling two calendar months after Lessee's signature of this Agreement, the Effective Date shall be the first business day after training is complete.
8. Precise dates for shipment, delivery, installation and training will be coordinated between Brainsway and Lessee following signing of this lease and payment of all initial payment obligations as set forth herein.
9. All sums and fees listed herein are exclusive of applicable taxes which, if required by Applicable Law, shall all be paid by Lessee. All payments shall be made in US dollars, net of any deduction, withholdings or set-off. If any withholding is required by Applicable Law, then such will be made by Lessee in addition to the amounts of the Fees specified herein. All payments shall be made by wire transfer to the bank account listed below, or to such bank account as Brainsway may direct, and expenses incurred in making such transfers shall be paid by Lessee. Payment via credit card may be arranged subject to any additional applicable fees. Overdue payments shall bear interest at the lesser of one and one-half percent (1.5%) permonth or the maximum rate allowed under Applicable Law.

10. WIRE TRANSFER INFORMATION (US Dollars):

Account Name: Brainsway USA Inc.
Bank Name: Bank Leumi USA
Bank Address: 350 Madison Avenue, 3rd Floor, New York, NY 10017
Swift Code: LUMIUS3N
Bank Account: 22-661492-18
ABA#: 026002794

Please send the bank confirmation to billing@brainsway.com when making payments.

EXHIBIT B

SITE PREPARATION REQUIREMENTS

The Site shall meet, and must continue to meet, the following requirements:

1. Treatment space of at least 10 feet by 8 feet
2. 2 electrical outlets 110V 20Amp (on two separate fuses) and 2 electrical outlets 110V 15Amp dedicated to the System
3. Air conditioning - Room temperature maintained at 64-77°F,
4. Humidity Range: 10% to 80%.
5. Width of doors and corridors in the transport path - at least 31.5 inches
6. Internet connection (either wired or wireless)

The parties understand that Brainsway cannot schedule delivery, installation and training without the above requirements having been met.

EXHIBIT C

Consideration, Additional Terms and Amendments

The following terms are in addition to, and may amend, the terms of the Agreement. In the event of a conflict between this Exhibit C on the one hand, and other provision(s) in the General Terms and Conditions, any exhibits, the Price Quotation, the Customer Information Form, and/or any other portion of the Agreement on the other hand, this Exhibit C shall govern.

1. Confidentiality: The Agreement, and all Brainsway communications regarding the terms and conditions of the Agreement (including price terms), shall be deemed Brainsway's confidential information and may not be disclosed by Lessee.
2. Extended Initial Term: Notwithstanding Section 3 of Exhibit A, the Initial Term of the lease shall be for four (4) years.
3. Annual Fees. In consideration of the lease granted hereunder, Lessee shall pay Brainsway an annual fee for each year of the Initial Term and any Renewal Term (the "Annual Fee"). The Annual Fee for each year of the Term shall be as referenced in the Payment Terms Table located prior to the General Terms and Conditions. Unless otherwise stated in this Exhibit C, the Annual Fee during any Renewal Term shall be the same as that listed for Year 4.
4. Payment of Annual Fee: Payment of the Annual Fee for Year 1 shall be made in full upon signature of this Agreement. However, if a "Downpayment" is specified in the Payment Terms Table, only said Downpayment shall be payable upon signature, and the remainder of the Annual Fee for Year 1 shall be paid in the number of installments and according to the time intervals specified therein. In each subsequent year, payment of the Annual Fee shall be paid prior to the anniversary of the Effective Date in each year, unless the Payment Terms Table indicates that same may be paid installments (such as "Quarterly," or "Monthly." For example, "Quarterly" shall mean the relevant amount is payable in 4 (four) equal payments each of which is due by the first day of every three-month period. "Monthly" shall mean the relevant amount is payable in 12 (twelve) equal payments, each of which is due by the first day of every month.
5. No PPU: For the avoidance of doubt, no additional pay-per-use fees shall apply to this lease; Payment of the relevant Annual Fees in full shall enable Lessee to unlimited usage of the System.
6. Patient Caps: Each additional patient cap beyond the caps that are delivered with the System, shall be subject Brainsway's then-standard price, currently set at \$25 plus tax per cap.

Customer has read and agrees to all terms set forth in this Agreement.

Exhibit C Signature Block
Lessee:
By:
Title:
Signature
Date:
Email:

CREDIT CARD AUTHORIZATION

Complete this Section ONLY if you wish to make payment(s) by Credit Card

Circle One: Visa MasterCard American Express

Card Number: _____

Expiration Date: ____/____
 Month Year

Code on Back of Card (*or front if Amex*): _____

Name of Card Holder: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Card Holder Phone Number: () _____ - _____

Card Holder Signature : _____

I, _____, hereby authorize **Brainsway** and/or its affiliates to store my credit card on file and to charge this card for the amount(s) due under this Price Quotation and Agreement, including the Payment Terms Table. Charges will be made on or around the dates corresponding to the timelines set forth in this Price Quotation and Agreement, including the Payment Terms Table. I understand that sales tax charges may be delayed depending on my state's sales tax registration procedures. I understand that depending on charge limits, Brainsway and/or its affiliates may need to charge my card several times in order to receive the full amount required for any particular payment.

Note: In the event you wish to stop payments on this credit card, or if you have any other questions or concerns, please contact your Brainsway Account Manager and send an email to billing@brainsway.com

Today's Date: _____

Attachment 3 and 7

Brainsway USA INC.

3 University Plaza, Suite 503

Hackensack, NJ 07601

United States

Tel.: 1-844-3867-001, Fax: 1-844-3867-002

company number: 47-2421558

E-mail: contact@brainsway-usa.com

To:

Quote Date:

Print Date:

Price Quotation PQxxxxxx
Extended Warranty Agreement

These terms and conditions shall govern the terms of service, maintenance, repairs and/or replacement of parts, **but only with respect to the Brainsway equipment clearly identified previously at the start of this Price Quotation** (hereinafter, the "Equipment" or the "System"), which was purchased from either Brainsway USA INC. or Brain Research and Development Services LTD. as the case may be (hereinafter, "Brainsway") via previous agreement(s) (the "Original Agreement"), and which is now stationed at the premises of the undersigned entity, company, hospital, center, university, or corporation identified atop this price quotation ("Purchaser", "Customer", "you", or "your"). To the extent there are any inconsistencies between the terms set forth herein in this signed Price Quotation, and those contained in the Original Agreement, the terms of this signed Price Quotation shall govern but only with respect to service, maintenance, repairs and/or replacement of parts on the Equipment.

The specific price terms and payment terms relating to the subject matter herein are set forth previously at the start of this Price Quotation. In the event more than one Price Quotation was issued with the same number, if there is any ambiguity as to which offer applies, those contained in the most recent Price Quotation shall apply. Certain additional information may be set forth in exhibits hereto and/or in the Customer Information Form. The provisions of the cover and payment terms table portion of the Price Quotation, together with the terms herein, as well as any required information completed in the Customer Information Form, shall constitute the Extended Warranty Agreement between the parties.

- 1 The Warranty. For the period set forth below, provided timely and full payment of the annual service fee designated at the start of this price quotation (the "Annual service Fee"), Brainsway hereby provides the following express warranty for the Equipment, subject to compliance by Customer with the payment terms and conditions under this price quotation with respect to such Equipment: The Equipment will be free from defects, liens and encumbrances, and shall be maintained in fair and reasonable quality fit for normal use (the "Warranty").
- 2 Warranty Period. The Warranty shall remain in effect for the one year (i.e. 12 month) period following the Relevant Start Date identified on the cover of this Price Quotation (the "Extended Warranty Period").

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- 3 Future Extensions: The Extended Warranty Period may be further extended for additional one-year (i.e. 12 month) periods, by paying an Annual Service Fee prior to the start of each such year. The applicable Annual Service Fee in future years may be revised by Brainsway to reflect then-current pricing.

- 4 Uninterrupted Coverage: In order to keep the relevant equipment covered under the Warranty, payment of the Annual Service Fee must be made on a continuous, uninterrupted basis. Failure to pay the Annual Service Fee before the start of any year shall remove the equipment from coverage under the Warranty. Coverage of the equipment will not be reinstated under the Warranty unless otherwise specifically agreed to in writing by Brainsway.

- 5 Excluded Defects from Warranty: The Warranty will NOT apply to the following (each, an "Excluded Defect"): (a) defect(s) due to use, which Brainsway in its sole discretion, reasonably determines constituted use other than reasonable wear and tear; (b) defect(s) due to improper operation, maintenance, misuse, accident, or neglect; (c) defect(s) caused by unauthorized changes or repairs made, or modifications to the Equipment by anyone other than Brainsway's representatives; (d) defect(s) due to use of the Equipment with equipment, components or software other than as instructed by Brainsway; (e) Equipment that is not installed by Brainsway's Team at the Customer's site; (f) Equipment that was removed from its original installation site and/or re-installed, without Brainsway written consent; (g) Equipment that underwent an accident, abuse or negligence, including, but not limited to, dropping, exposure to exogenous sources, liquids or substances, heat or freezing exposure; or (h) Equipment subject to flood, fire, hurricanes or other unusual or unanticipated conditions and situations.

- 6 Repairs for Defects Under Warranty. For defect(s) which arise during the Extended Warranty Period (or which arose during any previous Warranty Period), provided said defect(s) is/are not an Excluded Defect as defined herein, Brainsway shall be obligated, either directly or through its subcontractors or agents, to provide service (i.e. by repairing the defect or replacing the defective component) at no additional cost to Customer. This section shall not apply to consumables, including patient caps.

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- 7 Repairs For Defects Not Under Warranty. For defects on Equipment which is not covered by the Warranty (including but not limited to any Excluded Defects), all service, repairs and/or shall be subject to Brainsway's then-existing rates, including but not limited to those rates with respect to parts, labor, shipment, inspection, travel, accommodations and any other expenses related to the repair/replacement.
- 8 Solely for benefit of Customer: Any warranties and remedies provided hereunder are solely for the benefit of Customer and shall not be extended to any other person or entity whatsoever.
- 9 DISCLAIMER. THE WARRANTY PROVIDED IN THIS SECTION CONSTITUTES BRAINSWAY'S SOLE AND EXCLUSIVE LIABILITY FOR DEFECTIVE OR NONCONFORMING SYSTEMS, SOFTWARE AND SERVICES AND SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NONCONFORMING SYSTEMS, SOFTWARE AND SERVICES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
- 10 Maintenance & Service Measures: As part of the Extended Service Warranty purchased hereunder, provided compliance with the terms hereunder, Brainsway will conduct periodic Maintenance and Service Visits at the Site. As more fully described below certain maintenance/service measures are generally performed on a yearly basis (i.e. during the "Yearly Maintenance Visit"), whereas certain measures are generally performed every three years (i.e. during the "Triennial Maintenance Visit"). Payment of the Annual Service Fee for any given year will entitle the Customer to either a Yearly Maintenance Visit or a Triennial Maintenance Visit for that upcoming year. This determination will be made at Brainsway's professional judgment depending the relevant circumstances, including the age of the Equipment, when it was installed and the pertinent service history with Customer.
- a. Yearly Maintenance Visits Typically Include:
- i. Inspection and maintenance of existing helmet for functionality, damage, fabric, movement and connectors

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- ii. Inspection of site's technical specifications (electricity, temperature, etc.) to ensure it meets latest Brainsway criteria
- iii. Inspection of usage tracking/PPU mechanisms (may be performed more frequently)
- iv. Running tests on cooling system
- v. Inspection of arm and positioning unit for integrity, and making necessary adjustments
- vi. Examination of system to ensure serial numbers and components are fully intact
- vii. Overall examination of system for functionality, operability, damage and defects

b. Triennial Maintenance Visits Typically Include:

- i. Removal of existing helmet (with H-Coil) and replacement with new helmet
- ii. Inspection of site's technical specifications (electricity, temperature, etc.) to ensure it meets latest Brainsway criteria
- iii. Inspection (and maintenance if necessary) of stimulator and stimulator connections/cables;
- iv. Checking integrity of medical cart and grounding wires
- v. Examination of medical cart mobility
- vi. Testing screen and screen battery, and performing screen calibration
- vii. Checking IFM apparatus (on relevant systems)
- viii. Cleaning cooling system filters
- ix. Running comprehensive tests on cooling system
- x. Inspection of arm and positioning unit for integrity, and making necessary adjustments
- xi. Examination of system to ensure serial numbers and components are fully intact
- xii. Overall examination of system for functionality, operability, damage and defects.

- 11 All prices, fees and/or sums referenced in this Extended Warranty Agreement shall exclude any applicable taxes which may be levied by the relevant tax authorities.

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12 Customer's signature below signifies that it has read this Agreement and agrees to be legally bound by it.

Customer Signature Block Customer:
By:
Title:
Signature
Date:
Email:

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Today's Date: _____

Electrical Safety Form

Attachment 4

For Office Use only

Service Call Number:

Type of Malfunction:

Customer Full Name:

Customer Number:

BrainsWay Service Officer Name:

BrainsWay Service Officer Signature:

General Information

Customer Name:

Name of Institute:

Full Address:

System Type:

Commercial System (Real coil)

Clinical System (Real & Sham coils)

System Voltage:

Traveling time

Start Date:

Start Time:

End Date:

End Time:

Time on site

Start Date:

Start Time:

End Date:

End Time:

System Type:

Serial Number:

Ground Continuity

#	Acceptance Criteria	Results	PASS	FAIL
1	Result < 100 mΩ			

Leakage

#	Polarity	Neutral	Earth	Acceptance Criteria	Results	PASS	FAIL
1	Normal Polarity	closed	closed	Result < 300 μA at 110V Result < 500 μA at 220V			
2	Reverse Polarity	closed	closed	Result < 300 μA at 110V Result < 500 μA at 220V			
3	Normal Polarity	open	closed	Result < 300 μA at 110V Result < 500 μA at 220V			
4	Reverse Polarity	open	closed	Result < 300 μA at 110V Result < 500 μA at 220V			

Enclosure Leakage

#	Polarity	Neutral	Earth	Acceptance Criteria	Results	PASS	FAIL
1	Normal Polarity	closed	open	Result < 300 μA at 110V Result < 500 μA at 220V			
2	Reverse Polarity	closed	open	Result < 300 μA at 110V Result < 500 μA at 220V			

Comments

BrainsWay Representative's Name: _____ Date: _____ Signature: _____

