

MERIDIAN LEASING CORPORATION

USED MEDICAL EQUIPMENT SALES TERMS AND CONDITIONS

1. DEFINITIONS

- “Seller” Meridian Leasing Corporation an Illinois corporation, having its principal place of business at Nine Parkway North, Suite 500, Deerfield, Illinois 60015
- “Purchaser” Customer identified on the Seller quotation or proposal (“Quotation”)
- “Equipment” Hardware and any embedded software that is included with the hardware and set forth on the Quotation.
- “Services” Product support or professional service
- “Service Provider” Any third-party providing Services.

2. SALE TERMS AND CONDITIONS

These terms and conditions constitute an integral part of any contract between the Seller and Purchaser. Purchaser shall be deemed to have assented to and to have waived any objection to, these terms and conditions upon the earliest to occur of any of the following: (i) Purchaser's execution of the Quotation; (ii) Purchaser's acceptance of all or any part of the Equipment in accordance with the terms hereof; (iii) Purchaser's issuance of a purchase order for Equipment identified on the Quotation; or (d) delivery of the Equipment to the common carrier for shipment in accordance with these terms and conditions..

3. USED EQUIPMENT

The Equipment sold pursuant to a Quotation is “Used Equipment”. Used Equipment is identified as pre-owned, off-lease, refurbished, reconditioned or demonstration equipment and has been previously used. It is not new. When delivered, Used Equipment may have received reconditioning, as necessary, to meet certain specifications (“Specifications”). Since Used Equipment may be offered simultaneously to several customers, its sale is subject to availability. If it is no longer available, (i) Seller will attempt to identify other Used Equipment in its inventory that meets Purchaser's needs, and (ii) if substitute Used Equipment is not acceptable, Seller will cancel the order and refund any deposit Purchaser paid for the Used Equipment

Seller will not be held responsible for any licensing agreements or the transferring of any operational or service-related OEM software and/or hard drive. The Seller does not guarantee any licensing sold with the Equipment. If licensing is present with the Equipment, the Purchaser takes full responsibility regarding replacement of licensing if any issues should occur.

4. SALE PRICE

QUOTATIONS: The sale price set forth in the Quotation (the "Sale Price") is for the Equipment only, unless otherwise agreed to in writing or set forth in the Quotation.

TAXES: Prices do not include applicable taxes, which are Purchaser's responsibility

5. PAYMENT

PAYMENTS; DUE DATE: Unless otherwise set forth in the Quotation, Purchaser shall pay Seller as follows: (i) an initial deposit of 20% of the Sale Price of the Equipment due upon submission of the purchase order, (ii) an additional 70% of the Sale Price is due upon delivery of the Equipment and (iii) the final 10% of the Sale Price is due upon completion of installation or when the Equipment is available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payments terms.

LATE PAYMENT: A service charge of one and one half (1½%) percent per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payments.

FINANCING: Notwithstanding any arrangement that Purchaser may make for the financing of the Sale Price, the parties agree that any such financing arrangements shall have no effect on the Purchaser's payment obligations under these Terms and Conditions.

6. SECURITY INTEREST/FILING

Purchaser grants Seller a purchase money security interest in the Equipment to secure payment of the Sale Price in full. Purchaser hereby authorizes Seller to file a financing statement reflecting such security interest.

7. DELIVERY

Delivery dates are approximate. The Equipment may be delivered in installments. Seller may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Equipment, on electronic or physical delivery to Customer; and (iii) for Services, on performance.

Purchaser shall accept delivery of the Equipment within the timeframe specified on the executed Quotation. Irrespective of any other provisions hereof, Seller shall bear the risk of damage from fire, the elements or otherwise until such time as the Equipment has been delivered to Purchaser. All shipping, installation and insurance costs shall be borne and paid by the Purchaser.

8. FORCE MAJEURE

Seller shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control included but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of

labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

9. TITLE

Title to the Equipment will be free and clear of all liens, claims and encumbrance of any kind and shall vest in, upon delivery of the Equipment and payment of the entire purchase price required to be paid pursuant to Section 5 hereof.

10. INSTALLATION

Unless otherwise expressly stipulated in writing, the Equipment shall be installed by Seller or a Service Provider at Purchaser's expense. In no instance shall Seller or a Service Provider provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge.

If installation services are provided by a Service Provider (i) Seller is purchasing such installation services from the Service Provider on behalf of Purchaser at its request and not as its agent or supplier; (ii) Seller provides no warranties or indemnification, express or implied; and (iii) Purchaser is responsible for all claims resulting from or related to their acquisition or use.

Purchaser shall have the installation site available prior to the delivery of the Equipment. Purchaser must, at its expense, prepare the site and network where the Equipment will be installed, ensuring that its site and network are adequate for proper Equipment operation and performance and meet written OEM requirements and applicable laws. Seller may refuse to deliver or install if the site has not been properly prepared or there are other impediments. Purchaser shall have a qualified representative available to certify that the installation meets the criteria of any applicable agreement with Seller.

11. CANCELLATION

If Purchaser cancels an order prior to shipment without Seller's written consent, Seller may charge (i) a fee of 10% of the Sale Price and shall retain any deposit previously made; and (ii) for site evaluation performed prior to cancellation. Seller will be responsible for any fees incurred.

12. ACCEPTANCE

Beginning on completion of installation or delivery (if installation is not required), Purchaser will have five (5) days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Purchaser will provide to Seller no later than the end of the Equipment Test Period: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by Seller, Purchaser will have three (3) days to continue testing. Equipment is accepted on the earlier of (i) expiration of the Equipment Test period; or (ii) the date the Equipment is first used for non-acceptance testing purposes.

13. MAINTENANCE AND WARRANTY

Except as may be specifically described in the Quotation, Purchaser is accepting the Equipment AS IS. Seller shall have no liability or responsibility for the Equipment, and all warranties contained herein and under applicable law are disclaimed.

SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, OPERATION OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT AND ALL WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED

THIRD-PARTY SERVICE: Seller may arrange a service contract on Purchaser's behalf as its agent and not as a supplier; (ii) Seller provides no warranties or indemnification, express or implied; and (iii) Purchaser is responsible for all claims resulting from or related to their acquisition or use.

14. LIMITATION OF LIABILITY

14.1. In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Equipment. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.

14.2. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE EQUIPMENT. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

15. MISCELLANEOUS

15.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15.2. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois including all matters of construction, validity, performance and enforcement.

15.3. Purchase Orders, invoices quotes and/or order acknowledgments, if accepted by Purchaser, shall be binding only with respect to (i) the Equipment ordered; (ii) the fees therefor; and (iii) the delivery location. Other terms and preprinted terms on or attached to any purchase order, quote and/or order acknowledgment shall be void and of no effect.

15.4. Seller shall be entitled to recover any out-of-pocket costs and expenses incurred in connection with the enforcement of this Agreement, including, without limitation, court costs and reasonable attorney's fees.

15.5. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

15.6. No revision or modification of this Agreement shall be effective unless it is in writing and signed by duly authorized officers of Purchaser and Seller

15.7. Purchaser shall assume sole responsibility for obtaining any required export authorizations in connection with Purchaser's export of the products from the country of delivery.