

**MANAGED MEDICAL IMAGING, LLC**  
**TERMS AND CONDITIONS OF SALE**  
**Dated January 24, 2012**

- 1. OFFER AND ACCEPTANCE; ENTIRE AGREEMENT** – The terms and conditions of sale are incorporated by reference into all sales made by MANAGED MEDICAL IMAGING, LLC (“Seller”) for the Buyer’s purchase of any and all equipment, parts, components and other personal property (the “Goods”) being sold by Seller to the Buyer hereunder and shall supersede all prior understandings, transactions and communications, whether written or oral, with respect to the matters referred to herein and form the complete contract between Seller and Buyer, and shall be binding upon and accrue to the benefit of the successors and assigns to the parties hereto. **SELLER’S ACCEPTANCE OF ANY OFFER MADE BY BUYER IS EXPRESSLY CONDITIONAL ON BUYER’S ASSENT TO THESE TERMS AND CONDITIONS.** Any modification, alteration, amendment, additional or conflicting term contained in Buyer’s order form or other written communication is hereby rejected and shall not be binding upon Seller unless otherwise specifically agreed to in writing by an authorized representative of Seller. The terms and conditions contained herein may be modified or cancelled by Seller at any time prior to acceptance by Buyer.
- 2. PRICES** – Prices do not include federal, state or local taxes imposed on the Goods including without limitation, sales, use or excise taxes; such taxes, if any, shall be paid by Buyer in addition to the price invoiced. If Seller is required to prepay any such tax or fee, Buyer will reimburse Seller for the same. Buyer must provide Seller with a resale/exemption certificate in order to avoid the withholding of applicable taxes. All terms of payment shall be as specified by Seller in writing and shall be made in good funds (U.S. Dollars) without set-off or deduction, or if no terms of payment are specified, within thirty (30) days of the invoice date. If the Goods are ready for shipment on or after the scheduled shipment date and the Goods cannot be shipped because of Buyer’s request for delay, or for any other reason beyond Seller’s reasonable control, payment shall be made upon notification to the Buyer that the Goods are ready for shipment, or as otherwise specified by Seller in writing. Seller may decline at any time either to accept an order, or to ship the Goods subject to an order, until Seller has received payment in full from Buyer. Unpaid balances shall bear interest from the due date at the rate of 1.5% per month not to exceed the maximum lawful monthly limit. Buyer agrees to pay reasonable costs, including reasonable attorneys’ fees, incurred by Seller to collect any amounts due hereunder. Buyer may not withhold or set-off any payment because of any dispute or claim.
- 3. DELIVERY** – Delivery of the Goods described herein shall be FOB Origin, Freight Prepaid and Charged Back (i.e. Seller pays freight and adds it to invoice; Buyer bears freight costs; Buyer owns goods in transit). Seller will use all commercially reasonable efforts to meet the scheduled dates for shipment and delivery, but does not guarantee any delivery or completion date. Seller shall not be liable for any loss, damage, expense or charge of any kind resulting from delay in shipment or delivery.
- 4. TITLE AND RISK OF LOSS OR DAMAGE** – Despite any agreement with respect to delivery terms or prepayment of transportation or insurance charges, the title and risk of loss or damage shall pass to Buyer, and delivery shall be deemed to be complete, upon delivery to a private or a common carrier or upon moving into storage, whichever occurs first, at the point of shipment.
- 5. INSPECTION/ACCEPTANCE OF GOODS** – Buyer shall be responsible for inspecting all Goods prior to acceptance; provided, however, that if Buyer shall not have given Seller written notice of rejection within ten (10) business days following receipt by Buyer, the Goods shall be deemed to have been accepted by Buyer.
- 6. WARRANTY** – Seller warrants to the Buyer that the Goods shall be free from functional defects in material and workmanship for the warranty period specified on Seller’s Purchase Order (which warranty period shall commence from the date of the original shipment of the Goods). All warranty claims must be made by written notice to Seller within the specified warranty period. This warranty is contingent on the following: that (i) Buyer establishes that the Goods have been properly installed, maintained and operated within the limits of their related and normal usage; (ii) upon Seller’s request, Buyer will return to Seller, at Buyer’s expense and subject to Seller’s direction, any defective Goods or parts thereof; and (iii) Seller promptly receives written notice of any defect and such defect is verified on return of the Goods to Seller at Buyer’s expense or inspection by an authorized representative of Seller at Seller’s option. If Buyer, after delivery, shall modify, alter, substitute or change any of the Goods acquired from Seller, then Seller’s warranty with respect thereto shall be null and void and of no force and effect whatsoever. This warranty does not extend to: (i) defects due to misuse, abuse, neglect, (ii) Goods not used in accordance with normal operating and maintenance instructions, (iii) damage caused by corrosion or erosion, (iv) damage to Goods subject to wear and tear, (v) damage caused by Buyer’s failure to provide a suitable installation environment for the Goods, (vi) damage caused by use of the Goods for purposes other than those for which they were designed, (vii) damage caused by disasters such as fire and other casualties, (viii) damage during shipment, and (ix) parts or components not manufactured by Seller (but any manufacturer’s warranties will be passed through Seller to Buyer if allowable). **Parts or components replaced under the terms of this warranty are covered for the remainder of the original warranty term unless otherwise specified in writing by Seller.**
- 7. EXCLUSIVE REMEDY** – If the conditions of Section 6 have been met, then Seller shall fulfill its warranty obligation by, at its option, (1) repair or replacement of the Goods or parts thereof, or (2) refund of the purchase price for such defective Goods. Buyer

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also agrees to defend, indemnify and hold Seller harmless from and against all claims, liabilities, litigation, damages, costs and expenses (including reasonable attorneys' fees related to personal injury (including death), property damage or otherwise), which may be sustained by Buyer, its agents, employees or any third-parties related to or resulting from the use, operation or sale of the Goods supplied by Seller.

8. **DISCLAIMER – THE FORGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, PERFORMANCE AND DESIGNS, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND ALL GOODS MANUFACTURERS.**
9. **LIMITATION OF LIABILITY – IN NO EVENT SHALL SELLER, ITS AFFILIATES, SUPPLIERS AND SUBCONTRACTORS BE LIABLE TO BUYER OR TO ANY THIRD-PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTION, DOWNTIME COSTS, DELAYS NOR FOR ANY PENALTIES, WHETHER ANY SUCH CLAIM FOR THE SAME IS BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY FOR ANY SUCH CLAIMS OR FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY DESIGN, SALE, INSTALLATION, OPERATION OR USE OF THE GOODS, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID TO SELLER BY BUYER FOR THE SPECIFIC GOODS OR PART THEREOF.**
10. **FORCE MAJEURE – Seller shall not be liable for any delay in performance or nonperformance which is due to war, fire, flood, acts of God, acts of third parties, acts of terrorism, acts of governmental authority or any agency or commission thereof, accident, breakdown of equipment, or similar or dissimilar causes beyond its reasonable control including, but not limited to those interfering with production, supply or transportation of the Goods or components, or Seller's ability to obtain, on terms it deems reasonable, labor, parts, equipment or transportation expense, acts or omissions of third-parties, or cause of action resulting from personal injury or property damage..**
11. **INDEMNIFICATION INFRINGEMENT – If Goods supplied by Seller are used by the Buyer to infringe, or such use is alleged to infringe, any patent, copyright, or other intellectual property right, or if Goods supplied by the Seller pursuant to Buyer's designs or specifications infringe or are alleged to infringe any patent, copyright or other intellectual property right, the Buyer shall indemnify, defend and save Seller harmless from and against all damages, liabilities and costs incurred or suffered by it as a result of such infringement or allegation of infringement.**
12. **GENERAL**
- (a) **Complete Agreement** – This agreement supersedes all prior agreements and understandings, oral or written, relating to the Goods and constitutes the entire agreement between the parties related to the Goods.
  - (b) **Amendments; Modifications** – No amendments or modifications of this agreement shall be binding or effective unless in writing and signed by both parties.
  - (c) **Severability** – If a provision of the agreement is held to be invalid or unenforceable, the agreement shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted.
  - (d) **Waiver** – No waiver of any breach of the agreement shall be construed as a waiver of any prior, concurrent, or subsequent breach hereof.
  - (e) **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflicts of law provisions. All causes of action under this agreement shall expire unless brought in a court of law located in Broward County, Florida, to which Buyer does hereby consent to jurisdiction, within one (1) year of the date of the occurrence of the event giving rise to any such claim.
  - (f) **Assignment** – Neither this agreement nor any rights or benefits hereunder are assignable by Buyer without the prior written consent of Seller. Any such prohibited assignment shall be null and void.
  - (g) **Attorneys' Fees** – In the event that Seller is the prevailing party in any action, proceeding or arbitration between Seller and Buyer concerning the interpretation, and/or enforcement of any of the terms or provisions of the agreement, Buyer shall be liable to Seller for all costs, including reasonable attorneys' fees, incurred by Seller with respect to such action, proceeding or arbitration.

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**Exchange, Warranty and Restocking Policies**

**Exchange Policy**

1. Items sold on an "Exchange" basis require that the Buyer return a like, repairable item in order to receive the price quoted.
2. An Exchange Form will be made available to Buyer on an Exchange Sale. Buyer can also obtain such an Exchange Form by contacting Seller. Returned Exchange parts/cores **must be sent to the address noted by Seller and include the Exchange form** in order to be eligible for obtaining the discounted price quoted. Any Exchange Parts received by Seller without the Exchange form will not qualify for discounted exchange price and Buyer may be billed an additional billing of up to the full OEM outright list price.
3. A like, repairable item (i.e. "Exchange Part") must be received by Seller within fifteen (15) business days from the original date of receipt by Buyer unless a shorter period has been communicated to the Buyer by Seller. If an Exchange Part is not received by Seller in the required time frame, Buyer will be billed an additional billing of up to the full OEM outright list price.
4. An Exchange Part must be the same revision level as the part sold by Seller to Buyer. If such Exchange Part received by Seller is not the same revision level as the part sold, Buyer may be billed an additional billing of up to the full OEM outright list price.
5. A cloned probe or part do not qualify as an acceptable Exchange Part and will not be accepted by Seller as Exchange Part. If such Exchange Part received by Seller is determined to be a cloned part, Buyer will be billed an additional billing of up to the full OEM outright list price.

**Warranty Policy**

1. Seller warrants to the Buyer that the Goods shall be free from defects in material and workmanship for the warranty period specified by Seller for the Goods (which warranty period shall commence from the date of the original shipment of the Goods). All warranty claims must be made by written notice to Seller within the specified warranty period. This warranty is contingent on the following: that (i) Buyer establishes that the Goods have been properly installed, maintained and operated within the limits of their related and normal usage; (ii) upon Seller's request, Buyer will return to Seller, at Buyer's expense and subject to Seller's direction, any defective Goods or parts thereof; (iii) Seller promptly receives written notice of any defect and such defect is verified on return of the Goods to Seller at Buyer's expense or inspection by an authorized representative of Seller at Seller's option; and (iv) if Buyer, after delivery, shall modify, alter, substitute or change any of the Goods acquired from Seller, then Seller's warranty with respect thereto shall be null and void and of no force and effect whatsoever. This warranty does not extend to: (i) defects due to misuse, abuse, neglect, (ii) Goods not used in accordance with normal operating and maintenance instructions, (iii) damage caused by corrosion or erosion, (iv) damage to Goods subject to wear and tear, (v) damage caused by Buyer's failure to provide a suitable installation environment for the Goods, (vi) damage caused by use of the Goods for purposes other than those for which they were designed, (vii) damage caused by disasters such as fire and other casualties, (viii) damage during shipment, and (ix) parts or components not manufactured by Seller (but any manufacturer's warranties will be passed through Seller to Buyer if allowable). **Parts or components replaced under the terms of this warranty are covered for the remainder of the original warranty term unless otherwise specified in writing by Seller.**
2. Buyer must obtain prior approval from Seller within the warranty period for any claimed warranty returns (including Dead On Arrival "DOA" returns) and receive a valid Return Goods Authorization form and number ("RGA"). Buyer can obtain such an RGA by contacting Seller. Returned items under warranty **must be sent to the address noted by Seller and include the RGA form** in order to be eligible for a warranty credit. Such returns need to be received by Seller within five (5) business days of the RGA date. Any warranty return received by Seller without the RGA form will not qualify for a warranty credit.
3. A credit for a warranty return will only be issued when a warranty replacement is ordered from Seller. If Buyer does not order a warranty replacement from Seller then any credit allowed will be at the sole discretion of Seller.

**Restocking Policy**

1. Returned Parts **must be received by Seller within ten (10) business days of the original date of receipt** by Buyer. Buyer must obtain prior approval from Seller to return an item ("Returned Parts") purchased from Seller for any reason within the return period and receive a valid Return Goods Authorization form and number ("RGA"). Buyer can obtain such an RGA by contacting Seller.
2. Returned Parts **must be sent to the address noted by Seller and include the RGA form** in order to be eligible for any credit. Any Returned Parts received by Seller without the RGA form will not qualify for a credit.
3. Returned Parts may be subject to a minimum twenty-five percent (25%) restocking fee. Returned Parts that have been received without an RGA or returned after the ten (10) business day return period will not receive any credit and the full invoice price will be due from Buyer. If the part was sold on an exchange basis then such returned part if returned without the RGA form will be treated as the Exchange Part.
4. Any items sold as non-returnable may not be returned and will receive no credit if returned to Seller. For all orders, each line-item within the order under \$250 is non-returnable and will not be accepted back for a restock, except for parts that are found to have functional defects.

**All Returned and Exchange Parts that require Seller to perform a technical review of the part will have credit for such items issued upon the validation of the claim and/or condition. If such claimed reason for the return and/or condition of the Returned or Exchanged Part does not qualify it for credit then the full invoice price will be due from Buyer. Seller is not responsible for returning unauthorized items Seller receives from Buyer.**