

Purchase Agreement Terms and Conditions of Equipment Purchase

BY SIGNING THIS PURCHASE AGREEMENT DOCUMENT, I AM AGREEING TO THE PRICING OF THIS PURCHASE AND AGREEING TO ABIDE BY THE E.I. MEDICAL IMAGING PURCHASE AGREEMENT TERMS AND CONDITIONS OF SALE BELOW. *Quotation is valid for 15 days from above date.*

E.I. Medical Imaging Terms and Conditions of Sale

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.

These terms and conditions ("Agreement") apply to your purchase of ultrasound systems and/or related products and/or services and support sold in the United States ("Product"). By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify OrcaWest Holdings, LLC. d/b/a E.I. Medical Imaging herein and furthermore referred to as E.I. Medical Imaging ("EIMI") and return your purchase pursuant to E.I. Medical Imaging's Return Policy. THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH E.I. MEDICAL IMAGING, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER E.I. MEDICAL IMAGING TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

- Other Documents.** This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) if you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained by contacting E.I. Medical Imaging at (970) 669-1793.
- Payment Terms; Orders.** Terms of payment are within E.I. Medical Imaging's sole discretion, and unless otherwise agreed to by E.I. Medical Imaging, payment must be received by E.I. Medical Imaging prior to E.I. Medical Imaging's acceptance of an order. Payment for the products will be made by check, credit card, wire transfer, or some other prearranged payment method. Your order is subject to cancellation by E.I. Medical Imaging, at E.I. Medical Imaging's sole discretion. E.I. Medical Imaging is not responsible for pricing, typographical, or other errors, in any offer by E.I. Medical Imaging and reserves the right to cancel any orders resulting from such errors.
- Shipping Charges; Taxes; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from E.I. Medical Imaging to Customer on shipment from E.I. Medical Imaging's facility or that of any of its vendors or other partners. Loss or damage that occurs during shipping by a carrier selected by E.I. Medical Imaging is E.I. Medical Imaging's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. You must notify E.I. Medical Imaging within three days of the date you receive your product or acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide E.I. Medical Imaging with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping dates are estimates only.
- Warranties.** E.I. MEDICAL IMAGING MAKES NO WARRANTIES FOR SERVICE OR REPLACEMENT FOR NON-E.I. MEDICAL IMAGING BRANDED PRODUCT INCLUDING ALL THIRD-PARTY PRODUCTS, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY E.I. MEDICAL IMAGING "AS IS" AND THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY E.I. MEDICAL IMAGING. E.I. MEDICAL IMAGING MAKES NO EXPRESS WARRANTIES OF ANY KIND. IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT, ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY
- Return Policies; Exchanges.** You must contact us directly before you attempt to return Product to obtain a Return Material Authorization Number (RMA) for you to include with your return. You must return Product to us in its original packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees may apply. If you fail to follow the return or exchange instructions and policies provided by E.I. Medical Imaging, E.I. Medical Imaging is not responsible whatsoever for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At E.I. Medical Imaging's discretion, credit for partial returns may be less (EVEN SUBSTANTIALLY LESS) than invoice or individual component prices due to bundled or promotional pricing.
- Changed or Discontinued Product.** E.I. Medical Imaging's policy is one of ongoing update and revision. E.I. Medical Imaging may revise and discontinue Product at any time without notice. E.I. Medical Imaging will ship Product that have the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.
- Service and Support.** Service offerings may vary from Product to Product. In addition to these terms and conditions, E.I. Medical Imaging may at its discretion, revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. E.I. Medical Imaging is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased from E.I. Medical Imaging. It is your responsibility to backup all existing data before receiving services or support (including telephone support). E.I. Medical Imaging will have no liability for loss or recovery of data, or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by E.I. Medical Imaging. E.I. Medical Imaging is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to E.I. Medical Imaging, you represent that your system(s) does not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files on your system and do not have any data that would cause E.I. Medical Imaging to be liable for copyright infringement if those files were copied by E.I. Medical Imaging.
- Limitation of Liability.** E.I. MEDICAL IMAGING DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, E.I. MEDICAL IMAGING WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, E.I. MEDICAL IMAGING IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
- Applicable Law; Not For Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States and if you reside in Canada all the applicable laws of the various provinces and of Canada. You agree and represent that you are buying only for your own internal use only, and not for resale or export.
- Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND E.I. MEDICAL IMAGING arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, E.I. Medical Imaging's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO CONFLICTS OF LAWS or RULES.
- Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND E.I. Medical Imaging, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "E.I. Medical Imaging") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), E.I. Medical Imaging's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com> , or via telephone at 1-800-474-2371). In the event of any inconsistency or conflict between NAF Code of Procedure and this Agreement, this Agreement shall control. The arbitration will be limited solely to the dispute or controversy between customer and E.I. Medical Imaging. NEITHER CUSTOMER NOR E.I. MEDICAL IMAGING SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' arbitration agreement, and if found unenforceable, the entire arbitration provision shall not be enforced. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. E.I. Medical Imaging will be responsible for paying any arbitration fees to the extent such fees exceed the amount of the filing fee for initiating a claim in the small claims or similar court in the state in which you reside. Each party shall pay for its own costs and attorneys' fees, if any. However, if providing for fees, the Arbitrator may award reasonable fees to the standards for fee shifting provided by law. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN55405.