

MEDLAB MEDIZINISCHE DIAGNOSEGERÄTE GMBH - GENERAL TERMS AND CONDITIONS OF SALE

1. General. These terms, together with the order acknowledgement provided by Medlab medizinische Diagnosegeräte GmbH ("Medlab"), apply to the purchase of Medlab products ("Products") by any customer ("Customer") identified on any invoice, order acknowledgement, purchase order, packing slip or otherwise issued by Medlab for the sale of such Products to Customer (these terms together with the foregoing may hereinafter be referred to as the "Agreement"). Medlab shall not be bound by and objects to any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement that may be set forth in any purchase order or other communication of or by Customer. Customer acknowledges that this is a commercial and not a consumer transaction.

2. Delivery and Acceptance. Delivery schedules are approximate only and based on conditions at the time of acceptance of Customer's order by Medlab. Medlab shall make reasonable efforts to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Delivery shall be F.O.B. shipping point, freight allowed (ground transport of Medlab's choice) to a single shipping location. All other orders or special shipping methods, including air shipments, next day air or second day deliveries, shall be at Customer's expense. Risk of loss and title shall pass to Customer at F.O.B. shipping point. All Products delivered by Medlab to Customer hereunder shall be deemed to have been accepted by Customer the earlier of (i) the date Customer first uses the Products; or (ii) thirty (30) days after delivery of the Products to Customer. Medlab 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 Medlab's reasonable control, including force majeure events.

3. Pricing. Unless otherwise agreed in writing by Medlab, all prices quoted are based on Euro, F.O.B. shipping point. Unless otherwise stated, the quotation shall only be valid for thirty (30) days from the date of the quotation. Any sales, use, manufacturer's, property and/or similar taxes/fees imposed on the Products are in addition to the quoted prices and shall be paid by Customer.

4. Payment Terms. The purchase price for the Products and all other amounts due hereunder are due net thirty (30) days from the date of invoice unless other terms are agreed upon in writing. All amounts payable hereunder are payable in Euro. Partial shipments of Product(s) shall be billed as shipped and installation/implementation shall be billed when completed in accordance with any mutually agreed upon installation/implementation schedule. A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Customer's outstanding balance which is not paid within thirty (30) days after invoice date. Payment of such service charge shall not excuse or cure Customer's breach for late payment. In the event Customer fails to make any payment to Medlab when due, then Medlab shall have no obligation to continue performance under any agreement with Customer. Medlab may accept any check or payment in any amount without prejudice to Medlab's right to recover the balance of the amount due or to pursue any other right or remedy. From the F.O.B. point, Medlab shall have a purchase money security interest in the Products (and all proceeds thereof) until payment in full by Customer. This Agreement (including any attachments) constitutes a security agreement. Upon Customer's failure to pay when due any amount owing hereunder, Medlab shall be entitled to pursue any and all rights and remedies available hereunder and at law or equity. Further, Customer shall pay all costs and expenses incurred by Medlab in connection with enforcing the terms of this Agreement against Customer (including, without limitation, reasonable attorneys' fees, court costs and other legal expenses).

5. Returns; Repairs. Orders accepted by Medlab are not subject to change except upon written agreement of the parties. Discrepancies, shortages/defects must be reported within 10 business days after receipt of Product. Products delivered by Medlab are not returnable by Customer except as follows:

A. Repair Orders: A Returned Materials Authorization Number (RMA #) is required to process all repair and maintenance actions. To obtain a RMA, contact support@medlab.eu, or call the Medlab office. Customer is responsible for shipping costs on repair items unless otherwise noted. Repaired items covered by Medlab's warranty will be returned to Customer at Medlab's expense using ground transport carrier of Medlab's choice. All other shipping costs and methods will be at Customer's expense.

B. Returns: A Returned Materials Authorization (RMA #) is also required before any Product may be returned to Medlab. All Products must be returned within 45 business days of invoice date via authorized RMA process. All returns must have the RMA# clearly marked on the outside of box. A restocking charge of 25% (minimum) of invoice will be assessed on all returns not covered by warranty. Returned goods are subject to RMA inspection and must be in their original or new packaging, and in restockable / resaleable condition. Goods returned without an RMA# will not be received and will be returned at the shipper's expense.

ORDERS FOR SPECIAL, NON-STOCK ITEMS/MODELS AND/OR SPECIAL QUANTITIES, INCLUDING BUILD DEVIATIONS, MAY NOT BE CANCELLED OR RETURNED.

Customer is responsible for shipping costs on all returned items unless otherwise noted.

6. Warranty. Any warranties provided by Medlab on the Products sold hereunder will be specifically stated in writing. Unless otherwise provided in a quotation, invoice or other written agreement signed by an authorized representative of Medlab with respect to the Products, the following warranty ("Warranty") shall apply: Medlab warrants to the original end user only that the Product shall, for a period of one year from the date of the original purchase, be free from defects in workmanship and material under normal recommended use and service, as outlined in Medlab's instruction manual and maintenance requirements, including those prescribed by applicable approval and regulatory agencies (the "Use and Maintenance Requirements"). During the warranted period, Medlab shall repair or replace, at its option, any Product or part thereof found to fail to meet this Warranty. The Warranty shall not apply to any damage or failure resulting from non-compliance with the Use and Maintenance Requirements, misuse, abuse, misapplication, improper installation, improper operation, negligence, accidental damage, mechanical, electrical or environmental circumstances, normal wear and tear of parts, or other defects not related to workmanship or design. Any unauthorized repair, modification or adjustment of the Product completely voids the Warranty. Expendable, disposable and consumable parts are warranted at delivery only.

MEDLAB MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN OR IN ITS QUOTATIONS, INVOICES OR BINDING CONTRACTS COVERING THE APPLICABLE PRODUCT. SUCH WARRANTY(S) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

7. Limitation of Liability. Medlab's liability hereunder shall not exceed the actual loss or damage sustained by Customer, up to the purchase price of the Products. **MEDLAB SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

8. Software License. Any software programs or other proprietary information (collectively, the "Product Software") supplied by Medlab to Customer in connection with the sale of the Products are not included in the sale of the Products to Customer, shall remain Medlab's property and be licensed hereunder, and shall at all times be held in confidence by Customer. Customer will not translate, modify, reverse engineer, disassemble, decompile, or create derivative works based on any of the Product Software or permit any third party to do so. The Product Software may not be copied or transferred to another party or made commercially available in any other device, without Medlab's prior written consent.

9. Compliance with Laws. Customer shall comply with all laws, rules, regulations, licensing requirements and other obligations applicable to Customer, including without limitation any law, regulation or treaty relating the export or re-export of any Product or associated technical data to which the European Community adheres or with which the European Community complies.

10. Miscellaneous. Customer may not assign any rights or obligations under this Agreement without the prior written consent of Medlab. This Agreement shall be binding on the parties and their respective successors and permitted assigns. This Agreement may not be changed, modified or amended except in writing signed by authorized representatives of the parties. This Agreement shall be governed by the laws of Germany. This Agreement and any attachments or agreements incorporated by reference, constitute the entire agreement between the parties with respect to the Products. No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. No failure or delay in exercising any right under this Agreement will operate as a waiver thereof. Any notices hereunder shall be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face of the invoice or confirmation or purchase order to which these terms are attached.