



Terms and Conditions *Service and Spare Parts*

1. PAYMENTS

Net 30, F.O.B Origin Freight Collect

2. FREIGHT

FOB Origin Freight Collect - Purchaser pays shipping charges, including shipping insurance. Freight and Insurance costs are prepaid and added to the invoice. If the purchaser requests any other arrangements for transportation such as using a different common carrier for transporting the equipment or using the purchaser's vehicle, the purchaser assumes all liability for the transportation and insurance of the equipment. Omega Medical Imaging, LLC is relieved of any liability after the equipment leaves Omega's shipping docks.

3. TAXES & FEES

The Purchaser is responsible for any and all taxes and fees that are incurred as a result of the sale.

4. TITLE

The title and right of possession of any equipment sold hereunder shall remain with OMEGA MEDICAL IMAGING, LLC ("Omega") and such equipment shall remain the personal property of Omega until all payments hereunder (including deferred payments, whether evidence by notes or otherwise) shall have been paid in full.

5. INSURANCE

When applicable the Purchaser's insurance must be in effect to insure the equipment when Omega Medical Imaging, LLC delivers the equipment to the Purchaser.

6. SITE PREPARATION

The Purchaser is responsible for any and all facility preparations required to accept the Omega equipment. Omega will not be responsible for any cost involved in preparing the Purchasers facility to accept the equipment. Omega will not be responsible for any delays in scheduled service outside of Omega's control (room availability, Purchaser delays, etc.), any such delays may require an additional quote if service cannot be completed during Omega's Hours of Operation (See Section 13) Service required outside of Omega's normal work hours will be billed as follows:

- A.) Overtime rate (excluding Sundays & Holidays): \$375.00/ per man-hour
- B.) Sunday & Holiday rates: \$ 500.00/ per man-hour.

7. PARTS WARRANTY

Unless otherwise stated, the Omega equipment quoted herein is covered by an all-inclusive parts warranty that will remain in effect for 90 days from date of shipment. This warranty does not cover incoming power problems, any equipment that is damaged or becomes defective as a result of natural disasters, accidents, misuse, abuse, acts of God, or as a result of using unauthorized replacement parts, labor service by unauthorized service engineers or non-factory trained personnel.

8. ORDER CANCELLATION

All service and part orders are considered to be non-cancelable unless otherwise stated.

9. RETURN POLICY

Unless otherwise stated in the quote and/or sales order you may request a return within 15 days of the receipt of the product.

Minimum Restocking fees are as follows;

- A. Electronic parts opened not used or damaged in good shape 40%
- B. Electronic parts verified un-opened with seals in place 25%
- C. Hardware-related parts not used or damaged 25%
- D. Custom parts are non-cancelable non-returnable

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10. ORDER CHANGES

No changes to an order (including shipment date) will be permitted once a Customer Purchase Order has been acknowledged, without Omega's prior written approval and will require a new Purchase Order indicating the new agreed to changes. Any order change requests may be subject to additional charges, fees, loss of discount, restocking fees and or price escalation.

11. ADDITIONAL CHARGES and PAYMENTS

All additional charges incurred in accordance with this Contract shall be invoiced as incurred and shall be due and payable, net thirty (30) days. All charges incurred in accordance with this Contract are exclusive of any tax Omega may be required to collect or pay upon the services performed or materials furnished, which taxes shall be paid by the Purchaser unless the Purchase provides Omega with an exemption certificate.

12. LIMITATION OF LIABILITY

A. Maintenance service performed pursuant to this Contract shall not include repair of damage due to causes other than ordinary wear and tear of the Equipment, which causes may include, without limitation: acts of God, neglect, misuse, accident, transportation of the equipment, faulty repair or maintenance of the equipment by parties other than Omega representatives, failure of electrical power, air conditioning or humidity control, failure of other equipment not maintained by Omega or any conditions beyond the control of Omega.

B. Omega warrants that the parts furnished pursuant to this Contract shall be free from defects for sixty (60) days. Omega's liability under this warranty is limited to the repair or replacement, at Omega's option, of any defective part or workmanship.

13. GENERAL

A. Any delays, not the fault of Omega in performing requested service or preventative maintenance to the equipment, shall be charged to the Purchaser at the applicable hourly rate of Omega.

B. This Contract shall constitute the entire Contract and understanding between the Purchaser and Omega concerning the subject matter hereof. Any representation, promise, modification, waiver, or amendment shall not be binding upon either party unless in writing and signed on behalf of each party by a duly authorized representative.

C. The following are the Omega recognized holidays: Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thurs. & Friday), Christmas (December 25th and one day before or after), and New Year's (January 1st and one day before or after).

D. Omega's normal work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Omega's and National holidays.

E. A separate standing purchase order must be issued to Omega to cover all charges not covered by this contract.

14. MODIFICATIONS TO THE EQUIPMENT

Any modification to any equipment purchased from or manufactured by Omega is prohibited. If the end user, purchaser, or any of their agents make modifications to the equipment the warranty is immediately and automatically voided. It should be remembered that any modification to the equipment could affect the Mechanical or Electrical Safety of the equipment and would affect the Safety Compliance (ETL and CE Mark Listings). Additionally, modifications could put the equipment in non-compliance of FDA Regulations.

15. APPLICABLE LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. Any action or dispute involving or related to this Contract shall be brought in the court of appropriate jurisdiction located in Seminole County, Florida, and such court shall have exclusive jurisdiction in such action or dispute.