

## RICHARDSON HEALTHCARE

### TERMS AND CONDITIONS OF SALE

**Richardson Electronics, Ltd.**, or any of its affiliates selling any goods or services hereunder, including without limitation Richardson Healthcare (collectively, "Seller"), agrees to sell the parts, X-ray tubes, equipment and services designated on the face hereof ("Products") to the person or entity purchasing hereunder ("Customer") according to the following Terms and Conditions of Sale ("Terms"). Customer's purchase of Products from Seller shall be governed solely by these Terms. No term of any purchase order or other document issued by Customer, other than Customer's acceptance of these Terms, shall become a part of the agreement between the parties or bind Seller.

ALL PARTS (WITH THE EXCEPTION OF X-RAY TUBES) ARE SOLD WITH A 30 DAY WARRANTY UNLESS OTHERWISE STATED. WARRANTY BEGINS ON THE DATE OF SHIPMENT. WARRANTY ON X-RAY TUBES SHALL BE AS STATED IN THE QUOTE PROVIDED BY SELLER. SUCH WARRANTY PERIOD WILL START 90 DAYS AFTER INVOICING IF NO INSTALLATION DATE IS PROVIDED TO SELLER UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH PARTIES.

WITH THE EXCEPTION OF WARRANTY TERMS MENTIONED ABOVE, ALL PRODUCTS ARE SOLD AS IS, AND SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS SOLD UNDER THIS POLICY AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, THE SUITABILITY OF THE PRODUCT FOR CUSTOMER'S PURPOSES, OR THE IMPACT OF THE PRODUCT ON CUSTOMER'S OPERATIONS. NO AGENT, SALES REPRESENTATIVE OR EMPLOYEE OF SELLER SHALL HAVE ANY AUTHORITY TO MODIFY OR EXPAND THIS WARRANTY IN ANY WAY.

**EXCHANGE PARTS AND TUBE ORDERS:** EXCHANGE parts and tubes are identified as such at the time of sale and are noted on the invoice along with an EXCHANGE Return Merchandise Authorization ("RMA") number which must be referenced on the return shipment. Freight charges, taxes, duties for the return shipment are the responsibility of the Customer. For items sold on an EXCHANGE basis, Customer must return a like repairable item to Richardson Healthcare. Return parts to 8190 Regent Pkwy, Fort Mill, South Carolina 29715; tubes and heat exchangers are returned to 40W267 Keslinger Road, LaFox, Illinois 60147; and shipments outside of North and South America are returned to Richardson Electronics Benelux BV, C/O VCK Logistics SCS BV Walravenlaan 11, 1119 ME Schiphol-Rijk. Confirmation of return address will be confirmed in the RMA. Returns must be made within fifteen (15) calendar days of delivery confirmation for domestic shipments and within twenty-five (25) calendar days of delivery confirmation for international shipments.

Customers will incur additional billing for all EXCHANGE parts and tubes not returned by the due date. Additional billing for exchange parts and tubes shall be determined solely by Seller, and shall be final and binding on the parties. The value for a non-returned X-Ray tube core appears on the face of the invoice.

**EQUIPMENT ORDERS:** The purchase price and payment terms of equipment are specified in Seller's proposal and shall be valid for the number of days specified in such proposal. If delivery occurs more than

90 days after full execution of Seller's proposal, Seller reserves the right to increase the price to its current list price as of the delivery date subject to approval of Customer. The purchase price does not include any sales, use, revenue, excise or other taxes or governmental charges. If Seller is required to collect such taxes or other charges, Seller will add them to the purchase price and invoice Customer (in the original invoice or separately), and Customer will pay them. The purchase price of equipment includes only those services set forth in Seller's proposal. If Seller agrees to provide those services, the services and the additional charges Customer shall pay shall be specified in Seller's proposal. Storage fees will be charged for equipment not picked up within 30 days of full payment receipt by Seller.

**RETURN POLICY:** Part(s) may be returned within ten (10) days of shipment provided the Quality Seal has not been broken. Prior to shipping a return part to Seller, Customer must first request an RMA number by calling (704) 739-3597. If the part(s) are not returned with a valid RMA number, the return will be null and void, and the original price will be billed. No credit will be issued until the part has been received by Seller and has gone through Seller's verification/testing procedure.

**RESTOCK FEE:** Unless otherwise agreed to in writing by Seller, restocking fees apply as follows: 20% if unopened and 25% if opened. Seller allows restocking of parts up to ten (10) days after date of shipment.

**CREDIT MEMOS:** Credit memos issued to Customer may only be used against future purchases from Seller and must be used within 180 days after issuance to Customer. After 180 days the Credit memo will be deemed invalid and removed from Customer's account.

**WARRANTY CLAIMS:** Warranty covers parts only; any labor charges to replace any parts will be additional. If Customer wishes to make a warranty claim, it must notify Seller in writing within 30 days of ~~shipment~~ and return the part(s) to which the warranty claim pertains to Seller within five (5) days of submission of the warranty claim, or additional charges will apply.

Replacement of any part(s) that is the subject of a warranty claim must be furnished solely by Seller, otherwise the warranty claim will be null and void, and original pricing will be applicable. Customer must call for an RMA number. **Warranty does not apply to part(s) damaged or destroyed due to: (a) the part being operated outside of its operational limits listed in the original manufacturer's manual, including temperature limits; (b) service performed by any individual not authorized or certified to install the purchased part; (c) accident, abuse, misuse, flood, fire, earthquake, or other Acts of God beyond Seller's control.**

**DOA CLAIMS:** All Dead on Arrival ("DOA") parts must be reported to Seller within 48 business hours after date of receipt of the part(s) for issuance of an RMA number. Replacement of the DOA part(s) must be furnished solely by Seller, otherwise the DOA claim will be null and void, and original pricing will be applicable. DOA part(s) must be returned with valid RMA number. No credit for DOA parts will be issued until the DOA part has gone through Seller's verification and testing procedure. Please return the completed DOA report form sent to you with the RMA number in the return DOA shipment.

**TAXES:** Taxes, customs charges, and duties are the responsibility of the Customer.

**SHIPMENT AND RISK OF LOSS/TITLE:** Unless otherwise stated, all parts, tubes and equipment will be shipped F.O.B. Seller's warehouse, with freight/shipping charges at the Customer's expense. Risk of loss shall pass to Customer once the part(s), tube(s) and/or equipment are picked up by carrier. Title shall pass to Customer once Seller has received full payment

for the part(s), tube(s) and/or equipment.

All Equipment delivery schedules and dates given by Seller are estimates only. In no event shall Seller be liable for any delays in delivery or installation due to Customer's failure to follow the instructions provided by either Seller or the manufacturer with regard to room or facility readiness.

**LIMITATION OF LIABILITY:** Seller's aggregate liability arising out of or in any way related to the Products shall not exceed the payment, if any, actually received by Seller for the Products furnished or to be furnished, as the casemay be, which is the subject of the claim or dispute. In no event shall Seller be responsible for incidental, special, consequential or punitive damages, or any damages resulting from loss of use, data or profits, whether in contract, tort, strictly liability or however caused, even if advised of the possibility of such damages. These limitations shall apply notwithstanding any failure of the essential purpose of any limited remedy.

Any action or proceeding by Customer arising out of or relating to these Terms, any Products or services provided by Seller to Customer will be forever barred unless it is commenced no later than the earlier of: (a) the one-year anniversary after the claim or cause of action has accrued; and (b) the date of expiration of any applicable statute of limitation or repose. These Terms contain Customer's sole and exclusive remedies relating to these Terms, a breach of these Terms, the Products or the services, regardless of the theory of recovery.

**SERVICE AGREEMENTS.** Seller shall use reasonable efforts to assist Customer in securing service agreements from the Seller or an approved third-party service provider with preferred pricing for any Products consisting of equipment. In the event that any such equipment is purchased with a service agreement, Customer may have the right to require the manufacturer to either repair or replace such equipment as its sole and exclusive remedy.

**CANCELLATION.** In the event of cancellation by Customer for reasons allowed under these Terms, Seller shall refund Customer any deposits made on the Product.

**INSURANCE FOR EQUIPMENT.** Customer shall maintain at all times until the purchase price for any Product consisting equipment is paid in full, with an insurer reasonably satisfactory to Seller, property damage insurance on such equipment for their full insurable value and shall provide to Seller upon Customer's delivery of its purchase order, and from time to time thereafter upon Seller's request, a current insurance certificate showing Seller as loss payee and providing that Seller shall receive at least 10 days prior written notice of any modification or cancellation of the insurance policy.

**SECURITY INTEREST.** To secure the prompt payment of the purchase price and all other amounts due with respect to any Product consisting of equipment, Customer hereby grants to Seller a first-priority security interest in such equipment and all proceeds and products of such equipment, including insurance proceeds. Customer hereby authorizes Seller to file all financing statements, continuation statements and other documents necessary or desirable to perfect and to maintain Seller's security interest in the foregoing collateral.

**DEFAULT; REMEDIES.** The occurrence of any of the following shall constitute an event of default by Customer: (a) Customer's failure to pay any sum to Seller as and when due; or (b) Customer's default under any other provisions of these Terms which is not cured within 10 days after Seller gives Customer written notice of default. Upon the occurrence of an event of default, and in addition to any other rights and remedies that Seller may have, Seller shall have the right, at its option, to take one or more of the following actions: (a) declare all or part of Customer's obligations to Seller immediately due and payable; (b) suspend its performance under or terminate pending purchase orders; and (c) pursue its other rights and remedies under these Terms and applicable law. All

amounts Customer does not pay as and when due shall accrue interest at the rate of 16% per annum until paid in full. If Customer defaults under its obligations to Seller, Customer shall pay Seller all costs of collection, including reasonable attorneys' fees and costs. All remedies described in this paragraph shall be cumulative and are not exclusive of any other remedies provided by law.

**FORCE MAJEURE.** Seller shall not be liable for delays or failure to perform directly or indirectly resulting from events and causes beyond Seller's reasonable control, accidents, acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, strikes or other labor disputes, fires and natural calamities (including floods, earthquakes, storms and epidemics), changes in the law, and delays in obtaining or the inability to obtain labor, materials, equipment or services through Seller's usual sources at normal prices.

**SAFETY; RADIOACTIVE MATERIAL; PERMITS.** Customer will follow all instructions and directions, and will use all safety devices, that Seller or the manufacturer provides for the use or operation of the Product. If the Product contains radioactive material, the distribution or sale of which is regulated by various state, Federal and local laws and regulations, including, the Atomic Energy Act of 1946, as amended, Seller's obligation to sell the Product to Customer shall be contingent on Seller's receipt from Customer of the proper authorization from the Atomic Energy Commission, in a form satisfactory to Seller, for the transfer of title to the Product to Customer and such other authorization or evidences of compliance with applicable laws and regulations as may be reasonably necessary. All permits, licenses and expenses associated with the installation and use of the Product are the sole responsibility of Customer. Customer is solely responsible for determining its obligations with regard to the above requirements and Seller has no responsibility to provide such information.

**DISPUTES:** All disputes under any contract with Seller shall be resolved in a court of competent jurisdiction in or for Kane County, Illinois, and/or in a court specified by Seller in order to secure jurisdiction over third parties. Customer hereby consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

**MISCELLANEOUS:** Any assignment by Customer of any part of an order hereunder without the written consent of Seller shall render the order void and shall relieve Seller of any future performance responsibilities. These Terms together with any other documents incorporated herein by reference constitute the entire agreement between the parties hereto pertaining to the Products and expressly supersede any and all prior written or oral agreements or understandings. These Terms may only be modified in writing signed by the parties. No course of prior dealings, written or oral, between the parties, no usage of trade nor acceptance or acquiescence in a course of performance rendered under these Terms shall be considered a waiver of any future rights under these Terms, nor shall be relevant to supplement, explain or be relevant to determine the meaning of any provision of these Terms even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. If any part, provision or clause of these Terms, or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or applications of these Terms remaining, and to this end the Terms shall be treated as severable. Customer agrees to comply fully with all laws and regulations concerning the purchase and sale of products. In particular, Customer agrees to comply with the Export Administration Regulations of the United States in so far as they apply to the sale of products. Unless otherwise agreed in writing, these Terms shall be governed by and construed under the laws of the State of Illinois, USA.