

1. EXCLUSIVE TERMS OF SALE.

(a) The goods and products ("Products") described in the quotation ("Quotation") to which these terms and conditions ("Terms and Conditions") are attached or to which they apply are offered to you ("Customer") by Merry X-Ray Corporation and/or SourceOne Healthcare Technologies, Inc. (individually or collectively, "Seller") exclusively on the terms and conditions set forth on the Quotation and herein.

(b) The Quotation and these Terms and Conditions supersede all prior agreements (including quotations) with respect to the Products.

(c) If Customer orders a Product from the Quotation, whether by purchase order, facsimile, electronic data interchange (EDI) or telephonically, Customer agrees that (i) these Terms and Conditions apply to the sale of the Product, and (ii) any references to Customer's purchase order, acknowledgement or other document are only for administrative purposes, and shall not be binding on Seller unless specifically accepted in writing by an authorized representative of Seller.

(d) Except as expressly provided herein or as provided in an amendment hereto signed by an authorized representative of Seller, there are no written or oral agreements, statements, representations, or understandings which shall in any way relate to, affect, or control the validity or enforcement of the Quotation or these Terms and Conditions.

(e) The execution of the Quotation by a representative of Customer shall constitute a binding acceptance of the terms of the Quotation and these Terms and Conditions. All sales are subject to Seller's management review and approval and Seller's approval of Customer's credit.

(f) Unless otherwise stated, prices quoted are valid for thirty (30) days from the date of the Quotation.

2. CHANGES, CANCELLATIONS.

(a) Quotations provided by or orders accepted by Seller are not subject to changes or cancellation by Customer except with Seller's written consent and upon payment to Seller of Seller's cancellation charges. Any cancellation made not in accordance with this Paragraph 2 shall be deemed a default by Customer and Seller shall be entitled to those remedies provided herein.

(b) Changes and cancellations are subject to a restocking charge of not less than 25%.

(c) Except as may otherwise be provided in the Quotation, Seller's Quotation is subject to change or rescission by Seller at any time prior to receipt of Customer's written acceptance of the Quotation.

3. PRICES AND PAYMENT.

(a) The price for the Products shall be as set forth in the Quotation ("Price"), but the Price does not include: (i) delivery of any Products unless specifically included on the face of the Quotation; or (ii) any taxes or duties, including without limitation all sales, use and excise taxes, whether local, state and federal taxes imposed on or applicable to the Products and freight ("Taxes"). Customer shall be responsible for all Taxes, and agrees to pay all such Taxes when due.

(b) Payment terms are as indicated on the Quotation. With respect to any delinquent payment, Customer agrees to pay a finance charge at the rate of one and one-half percent (1.5%) per month computed from the date each delinquent payment shall have become due. Furthermore, any action initiated to enforce the terms of this Agreement following default, Seller shall recover as part of its damages all reasonable costs, expenses and attorney's fees incurred in connection with such action.

4. THIRD PARTY ORGANIZATIONS.

(a) In the event Customer has contracted with a third party management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization, group purchasing organization or the like ("Third Party Organization") for the purposes of centralized billing and management of Products provided to Customer, Seller agrees, per Customer's written request, to route invoices for payment for Products to such Third Party Organization, and accept payment from them on Customer's behalf. The written request must include company name, address, phone number, contact name, and effective date. Until Seller receives a written notification, Customer agrees to pay for all Products. Notwithstanding the above, Customer agrees that the Products provided by Seller are pursuant to the items and conditions set forth in this Agreement, and that Customer guarantees the payment of all monies due or that may become due under this Agreement, in spite of any collateral obligations Customer may have with such Third Party Organization or any payment Customer has made to the Third Party Organization. To the extent that the Products Seller provides are not covered by Customer's arrangement with such Third Party Organization, Customer agree to promptly pay for such Products on Customer's own account.

(b) Order of Precedence: Seller's Quotation and these Terms and Conditions supersede all prior agreements with respect to the Products, provided, however, if Customer is a qualified participant in a third party group purchasing organization (GPO) with which Seller has an active contract or other mutually-agreed arrangement (GPO Agreement), the order of precedence among any conflicting terms and conditions applicable to the Products shall be (i) the terms of the GPO Agreement, (ii) the Quotation, and (iii) these Terms and Conditions.

5. SHIPPING AND DELIVERY TERMS.

Unless modified by the express terms of the Quotation, all shipments, including expedited shipments, are FCA origin, freight prepaid and added to the invoice.

6. CREDIT TERMS, SECURITY AGREEMENT, AND CUSTOMER DEFAULT.

(a) Seller may establish or change the credit and payment terms extended to Customer when in Seller's sole opinion Customer's financial condition or previous payment record warrants such action. Customer's signature on this Quotation constitutes an agreement to honor the credit and payment terms so established or changed. Customer will provide promptly upon request such financial information as may be requested by Seller to complete its credit review of Customer.

(b) Default. If Customer does not pay any amount when due or does not meet any of its other obligations hereunder, then (in addition to any other remedies available at law or in equity) Seller may accelerate any balance due and require immediate payment thereof, may cease any and all work under this or any other contract with Customer

(c) In any action initiated to enforce the terms of this Agreement following Customer's default, Seller shall recover as part of its damages, all costs, expenses, and attorney fees incurred in connection with such action.

7. WARRANTY, DISCLAIMERS AND LIMITATIONS ON LIABILITY.

(a) Seller provides specific warranties with respect to Products it manufactures. Other Products are covered by warranty terms extended by the manufacturers or suppliers of such Products, copies of which are available from Seller upon written request. Seller warrants that it will

not misrepresent the quality, characteristics and performance of Products furnished to Customer hereunder in its advertising or promotional materials. No other warranties are offered by Seller with respect to any Products purchased by Customer hereunder. Warranties are subject to change without notice.

(b) THE WARRANTIES REFERENCED IN THIS SECTION ARE GIVEN EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ON THE PART OF SELLER. SELLER NEITHER GIVES NOR ASSUMES (NOR HAS SELLER AUTHORIZED ANY PERSON TO GIVE OR ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT. IN THE EVENT OF ANY BREACH OF THE MANUFACTURER'S OR SUPPLIER'S WARRANTY, SELLER'S SOLE OBLIGATION SHALL BE TO PROVIDE THE WARRANTY SERVICE DESCRIBED ABOVE.

(c) SELLER SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT OR ITS SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE, OR SELLER'S PERFORMANCE UNDER THE CONTRACT, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED PRODUCTS OR TO FACILITIES, COSTS OF CAPITAL, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES, OR SERVICES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWN TIME, AND ANY SIMILAR AND DISSIMILAR LOSSES, COSTS OR DAMAGES.

(d) Nothing herein shall be construed as intended to relieve Seller of liability for personal injury, death or property damage resulting from the proven negligence of its agents, employees, or servants or proven product defect.

8. RETURNS.

(a) Product returns are subject to Seller's standard return policy. Seller shall not allow returns on the following: (1) any products not purchased from Seller; (2) any special or unique goods and any Products purchased on a special order basis (this includes custom Products and special order films, as designated by the film manufacturer); (3) any chemicals, cassettes, screens, grids, diagnostic materials, needles, syringes or sterile Products (unless defective or covered under manufacturer's warranty); (4) equipment or single-use Products already used, already outside of original packaging, or separated from original labeling and operating manuals; (5) any Products that have been opened or damaged, or have missing or defaced labeling or packaging; (6) any Products within nine (9) months of the expiration date as noted on the packaging; and (7) any Products directly shipped from the manufacturer unless Seller can obtain a Return Authorization from the manufacturer prior to issuing a Return Sales Order to the Facility.

(b) Credit will not be issued for Products after 60 days from date of invoice. All returned goods must be received at the Seller's local Distribution Center within thirty (30) days of the Return Sales Order date to be eligible for full or partial credit. All returns are subject to a restocking charge of twenty-five percent (25%) of the original invoiced price. The Customer is responsible for all freight and insurance in returning any Products to Seller. If the Customer is unable to return and Seller is responsible for pickup of returned goods, a restocking fee of thirty percent (30%) of the original invoiced price will apply. Customer agrees to comply with all special packaging and labeling requirements of Seller consistent with applicable law and regulations.

9. FORCE MAJEURE/SHORTAGE.

(a) Seller shall not be liable for any delay or default caused by events beyond its control, including but not limited to any acts of God, acts of third parties, acts of Customer (or any of the Customer's employees, agents or representatives), acts of civil or military authorities, fire, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, unavailability of water, transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond Seller's control. The time for performance of Seller's obligations hereunder shall be extended for a commercially reasonable period of time in the event of any delay or default for such cause(s).

(b) Seller reserves the right to allocate its available resources (including labor, service, Equipment) among its customers, on such basis is Seller may deem fair and practical, without liability for any resulting failure or performance.

10. MISCELLANEOUS.

(a) Seller may change the Product without notice to Customer as long as the general function of the Product is not thereby altered.

(b) The Quotation and these Terms and Conditions may not be modified or amended except by a writing signed by an authorized representative of Seller.

(c) These Terms and Conditions are to be interpreted and enforced under the laws of the State of Ohio without regard to principles of choice of law.

(d) The invalidity or unenforceability of any provision hereof will not affect any other provision, and all Terms and Conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted.

(e) Course of dealing, prior dealings, industry standards and customary practice shall not serve as references in interpreting this Agreement.

(f) The failure of Seller at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these Terms and Conditions. Clerical errors are subject to correction.

(g) Customer's obligations hereunder are independent of any other obligations Customer may have under any other quotation, order, contract or account with Seller. Customer will not exercise any right of offset with respect to any right, obligation, or agreement between Customer and Seller.

(h) Any data, designs, processes, or other technical information supplied by Seller to Customer in connection with the sale of the Products are confidential ("Confidential Information") and will be held in strict confidence by Customer. Confidential Information will not be reproduced or disclosed to others without Seller's prior written consent.

(i) The Quotation and these Terms and Conditions may not be assigned by Customer, in whole or in part, without the prior written consent of Seller.

(j) In the event of conflict between these Terms and Conditions and the Quotation, the terms of the Quotation will control.