

**MEDICAD US, INC.
TERMS AND CONDITIONS**

mediCAD US, Inc. ("mediCAD") is offering for sale its products, equipment, and services (collectively and individually, the "Product(s)" and/or the "Service(s)") identified herein, subject to the following terms and conditions (the "Terms and Conditions" or the "Agreement") , effective as of **INSERT DATE**. The Terms and Conditions set forth the legally binding terms with respect to the purchase of the Product(s) and Service(s). The Customer (as identified by purchasers of the Product(s) and/or Services offered by mediCAD) ("Customer"), in consideration of the mutual covenants, agreements and provisions set forth herein and hereon, hereby agrees that the purchase of the Product(s) and/or Services offered by mediCAD shall be subject to and in accordance with the following Terms and Conditions:

1. ORDERS FOR PRODUCT(S), APPLICABILITY

All Customer order(s) for Product(s) and/or Service(s) shall be subject to these Terms and Conditions and, if applicable, an authorized quotation issued by mediCAD. Such order(s), if accepted by mediCAD, shall have significance as a reference document only. mediCAD and the Customer, hereinafter sometimes referred to as the "Party" or "Parties," hereby agree that these Terms and Conditions shall govern and control the relationship between mediCAD and the Customer, that the Terms and Conditions contained herein shall supersede the terms and conditions contained in a Customer-issued order, and that any deviation from these Terms and Conditions needs to be expressly agreed upon in writing by mediCAD and the Customer. mediCAD reserves the right to refuse orders in its sole discretion, or to accept such orders on a separate contract form, or to limit the types of the Product(s) and/or Service(s) ordered. Acceptance of or payment for any of the Products and/or Services constitutes Customer's agreement to these Terms and Conditions.

2. PRICES

Prices for the Product(s) and/or Service(s) shall be the then current prices for such Product(s) and/or Service(s) in effect at the time of acceptance of an order by mediCAD or in accordance with an authorized and valid mediCAD quotation.

Prices are exclusive of all charges or levies of any nature including all federal, state, municipal or other governmental excise, sales, use, occupational or like taxes now in force or enacted in the future and, therefore, are subject to an increase in amount equal to any tax mediCAD may be required to collect or pay upon the sale of Product(s) and/or Service(s) purchased. If a certificate of exemption or similar document is required in order to exempt the sale from sales or use tax liability, Customer will obtain and furnish evidence of such exemption at time of placement of order.

3. PAYMENT TERMS; REVOCATION OF CREDIT

Unless otherwise specified by mediCAD in writing, payment shall be net thirty (30) days from date of invoice.

In the case of late payments, mediCAD shall be entitled to charge interest as follows: 9% over the base interest rate, but at least 10%, on all amounts due more than forty-five (45) days.

The obligation of mediCAD to perform hereunder shall be subject to the then current credit terms and policies as established by mediCAD from time to time. Further, mediCAD reserves the right at any

time when, in its opinion and sole discretion, Customer's financial condition or other circumstances warrants it, to revoke, alter or suspend any credit already extended, or to require full or partial payments in advance of any performance, and/or terminate this Agreement or any order accepted hereunder without liability to Customer, except reimbursement for payments already made to the cancelled order.

4. FORCE MAJEURE

mediCAD shall not be responsible for delays or non-performance directly or indirectly caused by governmental regulations or requirements, acts of God, unavailability of materials, work stoppages, slowdowns, boycotts or other causes beyond mediCAD's reasonable control. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of the delay, and Customer shall not be relieved of any obligations hereunder, or have any claims against mediCAD.

5. LIMITED WARRANTY

All Product(s) and/or Service(s) offered by mediCAD are warranted to the original purchaser (the "Purchaser") to be free from defects in workmanship and materials for a period of twelve (12) months. During the term of the warranty, mediCAD will replace any Product(s) or part(s) thereof which prove to be defective in material and workmanship. A replacement will not be made for damage due to misuse, abuse, neglect, accident, or improper installation.

mediCAD is not responsible for, and will not pay, any labor charges, damage incurred during installation, repair, or replacement, damage incurred to other related part(s), injuries, loss of income, incidental and consequential damages, damages or any other loss whatsoever connected therewith.

Warranty Terms

A. Enforcement of Warranty

(i) Notice

The Purchaser shall notify mediCAD in writing of any defects in the Product(s) and/or Service(s) that the Purchaser has detected and requires to be corrected under this Warranty. Such notice shall be made without delay, but in any case within ten (10) days of and during the term of the Warranty. The notice shall contain a description of the defect and a description of the probable cause of it if available.

(ii) Remedy

If, after mediCAD has conducted appropriate tests and inspections as determined by mediCAD at its sole discretion, the Product(s) and/or Service(s) is found to have defects that fall within this Warranty, exclusive remedy shall be made, at the sole option and discretion of mediCAD, by either repairing the defects or faults, or by supplying the respective correct Product or Service. Either mediCAD or the Purchaser or a third party shall perform repairs, at mediCAD's sole discretion.

B. Precondition for Warranty Handling

(i) Exclusions

Excluded from the Warranty are, and mediCAD shall have no responsibility for damages of any kind as a result of one of the following events: the repair and replacement of the Product(s) or any part thereto due to normal wear and tear, vandalism, accidents, negligence, or otherwise without any fault of

mediCAD; repairs, alterations or adjustments to the Product(s) performed or originated by the Purchaser or any third party without mediCAD's prior written consent; unreasonable use, misuse, abuse, accident, alteration, modification, reengineering or neglect. The Warranty described above applies only to Products manufactured by mediCAD.

(ii) Report of Date of Installation

The Purchaser shall notify mediCAD in writing of the exact date of installation of the Product(s); this obligation shall constitute another condition precedent for this Warranty.

C. Payments due by the Purchaser

(i) Monies Due

Any monies due to be paid by the Purchaser to mediCAD shall be paid in full, and mediCAD shall credit the Purchaser for any warranty claims separately, if necessary.

(ii) Deductions

Should the Purchaser make any deductions, mediCAD shall forthwith be discharged from the performance of its obligations under this Warranty until the Purchaser has paid mediCAD such deduction in full.

D. Collections

Should the need arise to employ professional collection agents and/or attorneys to effect payment of any monies due under any portion of this Agreement, all such costs incidental to collection, including court costs, reasonable attorney fees, through any appeal necessary, will be borne by the Customer/Purchaser.

E. Other Exclusions

All claims beyond those allowed in these Terms and Conditions for any loss or damage from whatever cause arising, including damage to the Purchaser's property, shall be excluded and hereby waived by the Purchaser unless such claim is made based on intentional bad acts or gross negligence by the owner, officers, or executives of mediCAD. In such case, damages shall be limited to those that are reasonably foreseeable as a result of the intentional bad acts or gross negligence.

THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESSED OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND ALL OTHER WARRANTIES ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED. THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE BY MEDICAD TO COMPLY WITH ITS WARRANTY OBLIGATIONS. CORRECTION OF THE NONCONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED HEREIN SHALL CONSTITUTE COMPLETE FULFILLMENT OF MEDICAD'S OBLIGATIONS REGARDING PRODUCT(S) AND/OR SERVICES, WHETHER THE CLAIMS BY THE CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

6. INTELLECTUAL PROPERTY

mediCAD may discontinue, without liability, delivery of Product(s) and Service(s) if, in its opinion and sole discretion, their use constitutes, or may create the risk of, patent, copyright, trademark or trade secret infringement.

mediCAD makes no warranty against patent, copyright, mask work, trademark or trade secret or other infringement by Product(s) and Service(s) if designed to Customer's specifications, or if used in combination with non- mediCAD supplied equipment or devices, and if a claim, suit or action is based thereon, Customer shall defend, indemnify and hold harmless mediCAD therefrom.

7. LIMITATIONS OF LIABILITY; EXCLUSIVE REMEDY

mediCAD will not be liable to Customer under this Agreement, whether in contract, in tort (including negligence) under any warranty or otherwise for any special, indirect, incidental or consequential loss or damage, or loss of profits or revenues even if mediCAD has been advised of the possibilities of such damages. The remedies set forth in Sections 5 and 6 this Agreement are exclusive, and mediCAD's liability for damages to the Customer for any cause whatsoever, including performance or non-performance by mediCAD, the Product(s) and/or Service(s) provided hereunder, regardless of the form of the action, under any warranty or otherwise will be limited to the remedies provided therein.

8. DEFAULT

A. Any of the following will constitute an act of default hereunder. Customer:

- (i) Is or becomes insolvent or a party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of Customer and such proceeding has not been dissolved within 30 days;
- (ii) Makes a general assignment for the benefit of creditors; or
- (iii) Ceases doing business in the normal course.

B. In the event an act of default shall occur, mediCAD shall have the right to and may elect any or all of the following remedies which shall be cumulative and not exclusive:

- (i) Declare the particular order out of which the default arises to be immediately terminated;
- (ii) Declare, at its option, all charges incurred but unpaid relative to the order to be immediately due and payable; Exercise any or all remedies specified in this Agreement or any supplement associated herewith; and
- (iii) Pursue each and every remedy available at law or in equity.

9. GOVERNING LAW

This Agreement and any order accepted hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of state of Georgia.

10. ASSIGNMENT

Customer shall not delegate any duties or assign any rights or claims under this Agreement without mediCAD's prior written consent, and any such attempted delegation or assignment shall be void and

constitute an act of default according to Section 8.

11. COMPLIANCE WITH LAWS

Customer, this Agreement and all Product(s) and/or Service(s) purchased hereunder are subject to all laws, regulations, orders or other restrictions that may now or hereafter be imposed by the government of the United States or any agency thereof, including but not limited to all regulations relating to the sale, export, re-export or redistribution of equipment.

12. GENERAL

A. If any of the provisions of this Agreement are found invalid or unenforceable under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but this Agreement and the remainder of its provisions shall otherwise remain in effect.

B. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the Parties.

C. The waiver of one default under this Agreement shall not be deemed a waiver of subsequent or similar defaults.

D. Each order under this Agreement shall be treated as a separate contract and default by either Party arising out of a particular order shall not constitute or be deemed to constitute a default of any other order or this Agreement itself. No lawsuit, regardless of form, arising out of this Agreement may be brought more than two years after the cause of action occurs.

THESE TERMS AND CONDITIONS SHALL SUPERSEDE AND TAKE PRECEDENCE OVER ALL PROPOSALS, CUSTOMER PURCHASE ORDERS OR ANY OTHER WRITTEN OR ORAL COMMUNICATIONS BETWEEN THE PARTIES, EXCEPT AS OTHERWISE PROVIDED HEREIN. RECEIPT BY THE CUSTOMER OF PRODUCT(S) AND COMMENCEMENT OF PROVIDING SERVICE(S) HEREUNDER SHALL BE DEEMED CONCLUSIVE EVIDENCE OF CUSTOMER'S AGREEMENT THAT THE PURCHASE, USE AND POSSESSION OF PRODUCT(S) AND/OR SERVICE(S) PERFORMED ARE GOVERNED EXCLUSIVELY BY THESE TERMS AND CONDITIONS.