

## EndoscopeRepair Inc. Terms and Conditions of Sale

### COMPLETE AGREEMENT

The terms and conditions contained herein constitute the sole and entire agreement between the parties and are the only basis upon which EndoscopeRepair Inc. ("EndoscopeRepair") offers to sell goods to the buyer, unless otherwise agreed to in a writing signed by a duly authorized representative of EndoscopeRepair. Buyer's terms and conditions shall be of no effect to the extent they are inconsistent with or in addition to these terms and conditions and notwithstanding anything contrary in the Buyer's purchase order, by paying the invoice Buyer accepts all of these terms and conditions set forth herein.

### PAYMENT AND CREDIT TERMS

Terms are Secured COD, Credit Card or Wire. Upon approval for credit, terms are net thirty (30) days from the date of each invoice subject to Buyer maintaining credit arrangements satisfactory to EndoscopeRepair. EndoscopeRepair reserves the right to revoke credit terms extended to Buyer in the event (i) Buyer fails to pay for any goods or services, previously or subsequently delivered or performed, when due, or (ii) in the sole judgment of EndoscopeRepair there has been a material adverse change in the Buyer's financial condition. Upon such determination, EndoscopeRepair shall have the right to demand payment or other assurances which it deems adequate before the shipment or performance of any other goods or services.

### TAXES AND OTHER CHARGES

In addition to the purchase price, Buyer shall pay all applicable taxes, and similar charges imposed by government entities, whether federal, state, or local.

### FAILURE TO PAY; SECURITY INTEREST

Failure to make any payment when due shall cause the entire amount of the unpaid debt to become immediately due and payable, at the option of EndoscopeRepair. In addition to any other rights of EndoscopeRepair, EndoscopeRepair may, upon default of the Buyer in payment, apply a service charge at the rate of one and one half percent (1 1/2%) per month on the unpaid balance and/or (b) remove the product and hold it or sell it at public auction or private sale, it being understood that EndoscopeRepair is permitted to purchase at any public sale. If the unpaid balance plus interest and/or service charges is not satisfied from the net proceeds of the sale (after deducting reasonable removal, storage, taxes, and attorney's fees and other ordinary or necessary expenses incurred in connection therewith) then Buyer shall pay on demand and such deficiency as liquidated damages for breach of contract, along with all agency, attorney's fees and court costs incurred by EndoscopeRepair in the collection of delinquent payments.

Buyer hereby grants EndoscopeRepair a security interest in the products and any proceeds (including accounts receivable) as security for its obligation hereunder and will execute any document required to protect this interest.

### SHIPMENTS AND DELAYS

The "shipping" charge shown on the front page of the invoice may not necessarily reflect the exact charges paid by EndoscopeRepair to the carrier due to volume incentive discount agreements entered into between EndoscopeRepair and the carrier. All shipments are, unless otherwise specifically provided, F.O.B. EndoscopeRepair's facility. All claims for breakage and damage should be made directly to the carrier however, EndoscopeRepair will assist in securing satisfactory payment or adjustment of such claim. EndoscopeRepair shall not be liable for any delay in delivery of goods or performance of services due to causes beyond the reasonable control of EndoscopeRepair.

### INSPECTION, ACCEPTANCE, AND RETURNS

All shipments have been carefully inspected by EndoscopeRepair personnel prior to transit and should be thoroughly inspected upon receipt. Failure to reject any delivery upon receipt shall constitute acceptance of that delivery and shall be deemed a waiver of any other right to reject or revoke acceptance. All claims arising from overage, shortage, defective or damaged goods shall be made within five (5) days of receipt and should reference the original purchase order. EndoscopeRepair may at its discretion require payment of a restocking fee as a condition to authorizing a return. CREDIT CANNOT BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR WRITTEN AUTHORIZATION. All original containers and packing materials must be used when returning a shipment to ensure proper credit. If not the original materials are not available, packing materials of the same quality and grade must be used. Credit and/or replacement will be given against the Buyer's account; no cash refunds will be made. Equipment returned after seven (7) days without approval will be refused and not refunded.

### DELAY, CANCELLATION OR DEFAULT

If Buyer requires EndoscopeRepair to delay delivery, payment for the product and the Buyer's required inspection shall not thereby be postponed or extended. Product held for Buyer shall be at the risk and expense of the Buyer. Storage will be charged at a rate of \$15.00 (fifteen dollars) per day. In the event of a cancellation by Buyer of its Purchase Order after acceptance, EndoscopeRepair shall be entitled to damages for cancellation up to the purchase order price plus attorneys' fees expended in the collection of such amounts, storage fees and interest from the date of cancellation at the rate set for delayed payments.

### CHOICE OF LAW AND JURISDICTION; COURTS

This transaction is deemed to have been made in Manatee County, Florida and shall be construed in accordance with the laws of the State of Florida, without reference to the conflict of laws rules thereof. All of the controversies, disputes and claims arising out of relating to this transaction, or the breach or the threatened breach of this document, shall be adjudicated by a court of competent jurisdiction within the County of Manatee, State of Florida, or the Federal District Court in the Middle District of Florida, except that any judgment obtained in such action may be enforced in other jurisdictions. Buyer hereby waives personal service of process provided that process is served by certified or registered mail with return receipt. Buyer hereby waives any objection that it may have regarding the personal jurisdiction or venue of any of the aforesaid courts, as well as any claim that the forum is inconvenient or should be transferred.

### ATTORNEY'S FEES, COSTS AND COSTS OF COLLECTION

Buyer agrees to pay any and all reasonable costs, legal fees, and expenses incurred by EndoscopeRepair resulting from all controversies, disputes or claims which are adjudicated or settled favorable to EndoscopeRepair. Buyer agrees to pay all expenditures incurred by EndoscopeRepair in any attempt to collect amounts due.

### LIMITED WARRANTIES AND REPAIR

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH BELOW, ENDOSCOPEREPAIR MAKES NO, AND DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING ANY PRODUCT, SERVICE, ANY PATENTS, OR TECHNOLOGY USED OR INCLUDED IN OR WITH ANY PRODUCT OR SERVICE. ALL GUARANTIES, WARRANTIES, CONDITIONS AND REPRESENTATIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

BUYER ACKNOWLEDGES AND AGREES THAT ENDOSCOPEREPAIR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT BUYER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE, PRODUCT DESIGN OR PRODUCTION OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY). IN NO EVENT SHALL ENDOSCOPEREPAIR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE. ENDOSCOPEREPAIR'S LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT STATED BELOW, AND IN NO EVENT SHALL BE GREATER THEN THE PURCHASE PRICE PAID BY THE BUYER.

Subject to the above exclusions and upon the conditions stated below, EndoscopeRepair warrants that the products sold shall be free of defects in workmanship and materials, unless specifically stated on the invoice, under normal use and service for a period of 90 days on equipment only and 120 days on a complete System. This warranty extends to the original Buyer and no others. If any product should prove to be defective during said period, other than defects specially stated on this invoice, Buyer must return the defective product to EndoscopeRepair and EndoscopeRepair agrees, at its option, either (i) to repair or (ii) to replace with an equivalent product any defective product, provided that EndoscopeRepair's investigation and factory inspection disclose that such defect was not a result of any of the enumerated items listed under Exclusions to Warranties below. EndoscopeRepair may use reconditioned, refurbished, and/or serviceable used parts (tested to EndoscopeRepair's quality assurance standards) for warranty or other repairs. All warranty work shall be performed at an authorized EndoscopeRepair facility and all shipping charges to and from said facility shall be paid by the Buyer.

**Other Representations:** Representations and warranties made by any person, including dealers or representatives of EndoscopeRepair, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon EndoscopeRepair, unless reduced to writing and approved by an expressly authorized officer of EndoscopeRepair.

### Exclusions to Warranties

Excluded from this warranty and not warranted by EndoscopeRepair in any fashion, either expressed or implied, are; defects and damage to products resulting from wear, tear, misuse negligence, improper storage, transit, non-performance of scheduled operator and equipment maintenance items, battery leakage, or use of non-approved accessories, consumables, or supplies; software programs; and consumables, including but not limited to batteries. 110v NTSC equipment for USA customers. If ordered for any other country outside of the USA on voltage other than 110v, your purchase is made at your own risk! No warranty due to possible risk of damage operating on other voltages. EndoscopeRepair Inc. provides no warranty for endoscopes, parts, accessories or light source/processor that exhibit physical damage or that falls under any of the following exclusions: endoscope or light source/processor packaged or shipped not per EndoscopeRepair Packaging and Shipping Guidelines; endoscope or light source/processor damaged during installation or removal (such as broken connector, broken pins, broken seals, holes, cut or tears in Bending Rubber Sheath or any other part of endoscope, Minor/Major Fluid Invasion, Acts of God ); endoscope or light source/processor damaged by any user during use; endoscope or light source/processor damaged by modification or repair not authorized by EndoscopeRepair Inc.; endoscope or light source/processor that has been the subject of abuse, unreasonable use, or mistreatment; endoscope or light source/processor damaged by environmental conditions (such as corrosion or staining); endoscope or light source/processor determined to be stolen or scrapped; or other exclusions as published from time to time online. EndoscopeRepair Inc. provides no limited warranty for endoscope or light source/processors purchased through unauthorized or foreign distribution channels; purchasers of such endoscope or light source/processors must seek warranty coverage, if any, through the purchasing source. EndoscopeRepair Inc. provides no limited warranty for endoscope or light source/processors that are purchased through OEM or otherwise as part of a third party manufacturer's endoscope or light source/processor or system; purchasers of such endoscope or light source/processors must seek warranty coverage, if any, through the purchasing source. EndoscopeRepair Inc. shall return endoscope or light source/processor that is not covered by warranty to purchaser by collect freight. Cuts or tears in Biopsy Channels/Suction Channels/Bending Rubber Sheaths/External Insertion tube/Light Guide Tube Rubber Parts OR Any damage to equipment from fluid invasion is not covered under warranty. Instrument must be leak tested prior to procedure and cleaning.

**Acts Voiding Warranty:** Any product which has been disassembled, repaired, tampered with, altered, changed, or modified by any person(s) other than EndoscopeRepairs own personnel, unless such repair by others is made with the prior written consent of EndoscopeRepair. Endoscope or light source/processor being defaced (such as label alterations, serial number

missing, serial number no longer discernible, serial number invalid); endoscope or light source/processor warranty labels being removed or destroyed; endoscope or light source/processor being damaged due to lack of ESD protection.

### EndoscopeRepair Inc. \$999.00 Limited 1 Year Extended Warranty for the Repair of Pre-Owned (Used) Endoscope or Light Source/Processors

The above stated Exclusions to Warranties and Acts Voiding Warranty apply to the Extended Warranty along with the additional exclusions stated below. Buyer must return the defective product to EndoscopeRepair at buyers expense and EndoscopeRepair agrees, at its option, either (i) to repair or (ii) to replace with an equivalent product any defective product, provided that EndoscopeRepair's investigation and factory inspection disclose that such defect was not a result of any of the enumerated items listed under Exclusions to Warranties above. EndoscopeRepair may use reconditioned, refurbished, and/or serviceable used parts (tested to EndoscopeRepair's quality assurance standards) for warranty or other repairs. All warranty work shall be performed at an authorized EndoscopeRepair facility and all shipping charges to and from said facility shall be paid by the Buyer. The 1 Year Extended Warranty includes the following repairs only: On one only (1) endoscope with same serial number: Air/Water Nozzle Replacement, Auxiliary Water Port Repair, Auxiliary Water Port Housing Replacement, Angulation Adjustment, Angulation Wire Replacement Bending Rubber Sheath Replacement with PVC Rubber, Bending Section Mesh Replaced, C-Cover (Distal End Cap) Replacement, Boot Extender Repair, MINOR FLUID INVASION (includes Bending Rubber), Duodenoscope Elevator Wire Replacement, Eyepiece Rebuild (Clean optical lenses fiberscopes, Freeze Frame Button Cap repair, Freeze Frame Button 100/140 series ,Suction Channel replaced (includes part), Knob Cap Pentax® Replaced (includes part), Light Guide Lens Replaced (includes part), Biopsy Channel Replaced (Standard Scopes not Bronchoscopes), Coil Pipe Replacement (1 Coil Pipe Only, Bending Rubber incl., Duodenoscope Control Arm Repair (Elevator Knob), Duodenoscope Elevator Push Rod Repair (includes part), Duo Elevator Channel Replacement (includes part), Switch Head Assembly 100/140 series Repair, Knob Assembly 100 series Repair, MAJOR FLUID INVASION (includes Bending Rubber), Switch Head Assembly Repair only. Cuts or tears in Biopsy Channels/Suction Channels/Bending Rubber Sheaths/External Insertion tube/Light Guide Tube Rubber Parts OR Any damage to equipment from fluid invasion is not covered under warranty. Instrument must be leak tested prior to procedure and cleaning.

### Warranty Exclusions for \$999.00 1 Year Repair Warranty and Fujinon New

**(Remanufactured):** the following repairs are not included in one (1) year extended Warranty for one (1) endoscope with same serial number: Air/Water cylinder Replacement , Suction Cylinder Replacement, Biopsy Channel Replaced, Coil Pipe Replacement, Duodenoscope Control Arm Repair (Elevator Knob), Duodenoscope Elevator Push Rod Repair, Duodenoscope Elevator Channel Replacement Switch Head Assembly 100/140 series replacement, Knob Assembly 100 series Repair , Angulation Knob Shaft 100/140 repair, Left/Right knob Cap 140 series repair REDCRACK STAIN REMOVAL, Switch Head Assembly BF Scopes Replaced, Illumination Bundle Replaced any scope, Bronchoscope Biopsy Channel Replaced (Bronch, CHF, Scopes) Angulation Drum Wire Replacement (One; Pentax®/Fujinon®) Insertion tube; Examination Tube Replacement, ENF Examination Tube Replacement, Light Guide Tube Replaced ( Umbilical Tube CCD (Olympus® CCD Wire Harness Repair) CCD (Pentax® CCD Replacement Repair, CCD (Fujinon® CCD CHA Replacement Repairs) Bronchoscope Image Bundle Replaced (includes Irtimage bundle) The following Endoscopes are not included in the 1 Year Extended Warranty: BF-P20,BF-P20D,BF-P30,BF-P40,BF-XT20,BF-XT30,BF-1T20D,BF-1Y30,BF-3C10, BF-3C20,CHF-P10,CHF-P20,CHF-P30,CHF-CB20,CYF,CYF-2,CYF-3, LF-1,LF-2,LF-3,URF-P, URF-P2. Fujinon New (Remanufactured) EG-200FF/HR/EG-250HR/EC-200LR/LT/EC-250LT Parts and Labor for one Year. Cuts or tears in Biopsy Channels/Suction Channels/Bending Rubber Sheaths/External Insertion tube/Light Guide Tube Rubber Parts OR Any damage to equipment from fluid invasion is not covered under warranty. Instrument must be leak tested prior to procedure and cleaning. Cuts or tears in Biopsy Channels/Suction Channels/Bending Rubber Sheaths/External Insertion tube/Light Guide Tube Rubber Parts OR Any damage to equipment from fluid invasion is not covered under warranty. Instrument must be leak tested prior to procedure and cleaning. Instruments must be leak tested prior to procedure.

### ADDITIONAL TERMS AND CONDITIONS

We do not include standard accessories with any purchase of endoscope, light source, processor; (which are designated in the items operation manual). Original owners usually remove these items, and do not replace them in the case. EndoscopeRepair Inc. is unable to purchase these items from the OEM since we are not an end-user. You can purchase these items directly. Operation manuals are offered upon request only. Halogen and Xenon Light Sources/Processors have used lamps when shipped, If you require new lamp it is a \$480 additional charge. Do not purchase this item unless you are licensed to purchase it. We will verify your eligibility to purchase and use this item before completing the transaction. Consult the FDA's Website : <http://www.fda.gov/cdrh/consumer/index.html> for more information. Equipment Purchased from EndoscopeRepair.com Inc. is not for resale into any national healthcare system included, but not limited to, the UK NHS and the Canadian HS. EndoscopeRepair Inc. has no responsibility should equipment be sold into a national/governmental run healthcare system. Pre-Owned (Used) Endoscopes, (Used) Light Sources/Processors, Endoscopy Equipment are NOT IN NEW CONDITION (unless Specified), they are USED! They may have cosmetic defects, Dings, Dents, Plastic or Paint blemishes and may or may not contain Original Equipment Manufacturer (OEM) repairs and repair parts. Do not purchase if you require New OEM Equipment with all OEM parts. The FDA requires all medical equipment sold in the U.S.A. to have OEM Parts. After Purchase for use in the U.S.A., send your equipment into the Manufacturer to be registered and for inspection of your equipment purchase. Have any parts which are non-OEM replaced by the manufacturer for use in the U.S.A. If not satisfied return within 5 days for refund, less shipping charges and any damaged observed upon receipt. Please call or e-mail the reference number when inquiring or ordering. Payment made by Credit Card , Wire Transfer or COD Certified Funds ONLY! Any equipment returned after 5 business days (10 days International), is subject to a 25% restocking fee!