

STANDARD TERMS AND CONDITIONS OF SALE

- 1. Acceptance.** This Quotation is for the purchase and sale of goods, equipment, related hardware/software, materials and incidental services identified on the front side hereof (Goods). It is the offer of Advanced Motion Measurement (AMM), LLC (Seller) to Purchaser. Execution and return of the acknowledgment copy hereof by purchaser to Seller shall constitute Purchaser's acceptance of this offer, including all the terms and conditions thereof. In the absence of such acknowledgment, this Quotation will become a binding contract on the terms set forth herein when Purchaser places an order in writing or orally, or accepts any shipment of the Goods. This Quotation is not an acceptance or confirmation of any other terms. This Quotation is subject to the following terms and conditions and no other unless there is a signed overriding agreement between the parties. Acceptance of this offer must be made on its exact terms and conditions and any additional or different terms or conditions proposed by Purchaser are null and void.
- 2. Complete Agreement.** The terms and conditions set forth on the front and on the back of this Quotation constitute the final agreement of the parties, are a complete and exclusive statement of the terms of that agreement, and supersede any previous or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof, except that (a) the terms of any Distributor Agreement executed by Seller and a specific Distributor shall override any inconsistent provision of this Quotation in relation to sales made pursuant to such Distributor Agreement unless the Distributor Agreement provides otherwise, and (b) any software included in the Quotations sold and licensed pursuant to the terms of the License and Disclaimer of Warranty and Limitation of Liability (the "AMM License") attached hereto. Seller's warranty in paragraph 3 of this Quotation shall not apply to any software included in the Quotation. References to this Quotation shall be deemed to include the specific quotation sent from Seller to Purchase together with these Standard Terms and Conditions of Sale, the AMM License or any third party manufacturer's license applicable to any software included in the specific quotation, and any Distributor Agreement applicable to the specific quotation. The terms and conditions of this Quotation cannot be change or amended except by a written agreement signed by Seller. If any terms of a specific quotation are inconsistent with terms in these Terms and Conditions, the inconsistent terms of the specific quotation shall control.
- 3. Warranties and Limitations.** Seller warrants, as to any Goods manufactured by Seller other than software, only that at the time of sale the Goods shall be free from defects in workman-ship and material for a period of ninety (90) days from the date of purchase as indicated on Seller's invoice. This warranty does not extend to any Goods, which have been modified, misused, neglected, improperly installed or used in violation of Seller's instructions. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NO OTHER WARRANTIES EXIST INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR APPLICATION OR ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. If the Goods do not conform to the warranty set forth herein, Seller's sole liability and obligation shall be to replace the Goods or refund the amount of the purchase price paid to that date, as Seller may elect. Subject only to the foregoing remedies, all sales are final. Seller's liability under this warranty or otherwise with respect to the Goods, other than software, or their use (including liability for negligence or otherwise) is limited exclusively to the remedies provided above and no other right or remedy will be available to Purchaser or any other person. Seller will in no event be liable to any person for any special, incidental or consequential damages. Seller assumes no responsibility, expense or liability for repairs or alterations made without its prior written approval. In the event of any unauthorized repair, modification or alteration of Goods, all warranties in respect thereof are void and of no further force and effect. Seller hereby assigns, to the extent signable, the manufacturer's warranty, if any, to Purchaser for Goods sold hereunder which are not manufactured by Seller. Seller makes no warranty or representation whatsoever with respect to such Goods. Any software included in the Quotation is sold and licensed pursuant to the terms of the License and Disclaimer of Warranty and Limitation of Liability attached hereto. Seller's warranty as to any software is limited to that License and Disclaimer of Warranty. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the Goods sold hereunder and unless an affirmation, representation or warranty made by an agent, it has not formed a part of the basis of this bargain and shall not in any way be enforceable. Failure of Purchaser to give notice of (i) any defect or discrepancy in Goods shipped to the Purchaser pursuant hereto, or (ii) any claim whatsoever within thirty (30) days after delivery of the Goods (which that parties agree is a reasonable time) shall constitute an unqualified acceptance of the Goods and a waiver by Purchaser of all claims with respect thereto including the right to revoke acceptance or receive a refund of the purchase price or replacement of the Goods. Goods returned for failure to conform to the applicable warranty will not be accepted for credit unless the Goods are returned, freight prepaid and insured for Seller's account, in accordance with Seller's instructions accompanied by an explanation of the nature of the failure that is satisfactory to Seller.
- 4. Shipping and Delays.** Unless otherwise noted on the face of this Quotation, all Goods are sold F.O.B. Seller's plant. Unless otherwise specified by the Purchaser, means of shipment shall be at the sole discretion of Seller. The delivery date and installation date, if any, quoted herein are only estimates. Purchaser's sole remedy for any deviation from the estimated delivery date, or installation date, if any shall be to terminate the order; provided however, that Purchaser shall be obligated to pay for all Goods completed and in process prior to Seller's receipt of notice of termination.
- 5. Non-Delivery.** Seller's obligation hereunder shall at its election be suspended or terminated if delayed or prevented by any circumstances beyond the control of Seller, including, but not limited to, fire explosion, accident, breakdown of machinery or equipment, acts of God, strikes, slowdowns or other labor disputes, riots or other civil disturbances, delays or defaults or vendors, acts of government (including voluntary or involuntary compliance with any law, order, regulation, recommendation or request of any governmental authority, whether or not related to environmental matters, economic stabilization, international trade or export regulation or materials allocation), or any other cause beyond its control; provided, however, that if manufacture is suspended or terminated for any of the foregoing reasons, Purchaser shall, if Seller notifies Purchaser to do so, take delivery of and make payment for all Goods completed and in process at the date of suspension or termination of manufacture, and pay for all installation, if any, provided by the Seller up to and including the date of suspension or termination hereunder. Seller shall have no obligation to buy in the open market any article to be used in Seller's manufacture when the supplier thereof has defaulted in delivery. Seller reserves the right at any time to allocate or apportion its available products among its customers (whether contract or non-contract and its own internal uses in such manner as it deems fair and equitable, any materials not delivered as a consequence thereof and equitable, and any materials not delivered as a consequence thereof shall be deducted from the contract quantity.
- 6. Title and Risk of Loss.** Risk of loss of the Goods shall pass to Purchaser upon identification of the Goods. Title to the Goods shall remain with Seller until Purchaser's receipt of the Goods, subject to Seller's lien for the unpaid purchase price.
- 7. Taxes.** Prices do not include any applicable state, local, federal or foreign taxes, including but not limited to sales taxes, duties or customs charges. All such taxes, duties, customs or other similar charges shall be paid by Purchaser.
- 8. Patterns, Models and Special Equipment.** Payment of any of the cost of any tools, special fixtures or equipment, jigs, patterns, models or similar items hereunder by Purchaser or a third party shall not create in Purchaser or such third party any property rights therein and all such items shall be the exclusive property of Seller. Seller shall have the right to scrap such items in the event that they are not utilized through a reorder for a period of one year following Seller's last shipment of Goods manufactured using these items.
- 9. Operation of Goods and Equipment; General Indemnity.** Purchaser agrees that all Goods purchased hereunder shall be used and operated exclusively by duly qualified technicians and/or licensed physicians in a safe and reasonable manner in accordance with Seller's written instructions and for the purposes for which such goods were intended. Purchaser agrees to indemnify and hold harmless Seller, and Seller's officers, from and against any and all liabilities, claims, demands, actions, causes of action, suits, judgments, costs and expenses (including without limitation, amounts paid in settlement and reasonable attorneys' fees) arising from or relating to: (i) any representation, warranty, promise or description of the Goods or (ii) the use or operation thereof made by Purchaser other than those set forth on this Quotation.
- 10. Intellectual Property Indemnity.** If Purchaser supplies Seller with a design in connection with the manufacture, assembly, production or installation of the Goods, then Purchaser shall indemnify and hold harmless Seller, officers, directors, shareholders, employees, agents, consultants and advisors from and against any and all liabilities, claims, suits, judgments, costs and expenses (including without limitation, amounts paid in settlement and reasonable attorney's fees arising out of any claim of infringement of any copyright, patent, trademark, registered design or similar proprietary or other intellectual property right belonging to any third party.
- 11. Purchaser's Cancellation or Termination.** Except as expressly otherwise provided herein, Purchaser may cancel or terminate an order only upon the written approval of Seller. In the event that cancellation or termination of an order is so approved, Purchaser shall pay to Seller, upon receipt of Seller's invoice therefore, cancellation/termination charges which may include lost profits of Seller and costs, direct expenses, and applicable overhead expenses incurred by Seller in connection with the order up to the date of cancellation or termination.
- 12. Payment.** Unless otherwise expressly agreed to by Seller, fifty percent (50%) of the entire purchase price hereunder shall be paid by Purchaser to Seller upon the Purchaser's execution of this Quotation, and the balance shall be due within seven (7) calendar days of the delivery date as reflected on Seller's invoice. All payments hereunder shall be made by bank check, cashier's check or certified check. All federal, state and local taxes (not including income taxes) arising out of the sale of the Goods and transportation charges for delivery of the Goods to the installation site shall be paid by Purchaser in addition to the

quoted price. No discount is allowed on shipping charges. A late charge of 1.5% per month shall be due on any overdue account. Each delivery made hereunder shall constitute a separate sale and shall be subject to receipt of cash or to credit arrangements made by Purchaser and Seller. In the event that: (i) at any time Seller has sound reason to question Purchaser's ability or willingness to comply with the terms of payment set forth herein, (ii) Purchaser, removes all or any part of the Goods from the Purchaser's facility to which the Goods were shipped, (iii) Purchaser's insolvency or bankruptcy, or a change in control or Purchaser, then Seller may, in addition to its other rights under applicable law, cancel any order then outstanding and receive reimbursement for reasonable and proper cancellation charges, require payment in advance or upon delivery, defer late shipments, or ship on any other terms and conditions satisfactory to it. Prices are subject to correction by Seller for errors.

13. Actions. Any action for breach of this contract, unless otherwise limited herein, shall be brought within one year after the cause of action has accrued.

14. Changes. Provided that it has obtained Seller's prior agreement in writing, Purchaser shall have the right to make, from time to time, changes as to destinations, specifications and designs. Seller's appropriate invoice shall reflect, and Purchaser shall pay (or get credit for) any increases or decreases in costs caused by such changes. No changes in this contract proposed or attempted by Purchaser will be valid unless written permission is obtained from Seller.

15. Supplementary Information. Any specifications, drawings, notes, instructions, engineering notices, information or technical data referred to on the face of this Quotation or contained in attachments or exhibits hereto are deemed incorporated herein by reference, and Purchaser expressly acknowledges that it has received, read and understood such supplementary information. In case of any discrepancies or questions, refer to Seller for decision or instructions or for interpretation. Any drawings, specifications and technical descriptions or similar supplementary information furnished to Purchaser by Seller are the sole property of Seller, and constitute confidential proprietary information and trade secrets. Purchaser will not reveal any such information to any persons outside its employ, nor use the same for purposes other than the performance hereof, without prior written permission of Seller. In the event that the offer set out herein is not accepted, or that the contract arising out of this Quotation is canceled or terminated, Purchaser at Seller's request shall return to Seller all written material delivered to Purchaser or generated by Seller pursuant to the performance hereof, except for material actually sold to Purchaser hereunder. In the event of any conflict or controversy arising out of the terms hereof, the order of priority and precedence is (1) typed or handwritten provisions on the face hereof, (2) supplementary information and (3) the pre-printed parts hereof.

16. Compliance with Law and Regulations. Purchaser acceptance of the offer contained herein constitutes a warranty that Purchaser has or will comply with all applicable foreign and U.S. federal, state and local laws now in effect or hereafter enacted or issued, including but not limited to the Fair Labor Standards Act of 1938, as amended, Title VII of the Civil Rights Act, the Equal Employment Opportunity Act, the Occupational Safety and Health Act, government purchasing rules, and all rules and regulations relating to any thereof. Purchaser agrees to indemnify and hold harmless Seller from -- and to reimburse it for -- any and all liabilities, claims, suits, judgments, costs and expenses (including, without limitation, amounts paid in settlement and reasonable attorney's fees) arising out of any failure of Purchaser fully to comply with any such law, regulation or order.

17. Modification. Seller shall have the right, in its sole discretion, to modify the design and/or method of manufacture of the Goods purchased hereunder without notice to Purchaser of, in the sole judgment of Seller, such modification does not materially and/or adversely affect the performance of such Goods.

18. Installation. If requested by Purchaser and expressly agreed to by Seller, Seller shall install all Goods purchased hereunder and connect said Goods to the existing power at additional charge to Purchaser. The Goods to be installed and the installation charges are more particularly set forth on Schedule A hereto. Purchaser agrees to pay all traveling, accommodation expenses (including, but not limited to, lodging, meals and incidental expenses) and an overtime premium, at a rate as set forth on Schedule A hereto, for any installation-related labor performed beyond Seller's normal working hours. All necessary labor and materials for electrical wiring, or other site preparation, shall be supplied by Purchaser, at Purchaser's sole expense, prior to installation and connection of the Goods by Seller. Purchaser shall arrange for or provide free access on a non-interference basis by Seller to the installation and if requested by Seller, space for the safe storage of Seller's tools, test equipment and other materials use in connection therewith. Purchaser shall obtain all permits and licenses required by any federal, state or local governmental authority in connection with the installation and operation of the Goods and shall bear any expense in obtaining such permits or licenses or in complying with any other related rules, regulations, ordinances and statutes.

19. Security Interest. Seller hereby reserves a security interest in and to the Goods purchased hereunder in order to secure payment of the Purchase Price due hereunder. In the event that (i) Purchaser fails to pay Seller any payment when due, (ii) Purchaser removes all or any part of the Goods from Purchaser's premises, (iii) Purchaser sell, leases, transfers, mortgages or permits any lien or encumbrance to be placed in all or in any part of the Goods, (iv) Purchaser becomes insolvent, makes and assignment for the benefit of creditors or there is a change in control of Purchaser, or (v) if a petition in Bankruptcy is filed by or against Purchaser, then to the extent permitted by law, Seller shall have the right to enter the premises where Goods are located and take possession thereof without further proceedings or notice to Purchaser. Seller may, in addition thereto, exercise any or all of the rights and remedies given to sellers with respect to default by purchasers under the Arizona Uniform Commercial Code and/or the Uniform Commercial Code of the state where the Goods may be found. Seller is hereby authorized to file a financing statement in connection with this order and Purchaser agrees to execute such statement when requested by Seller.

20. Software License. Purchaser expressly agrees that by its acceptance of this Quotation it shall be deemed to have executed and shall be bound by the terms of Seller' and/or manufacture's software licensing agreement, if any, from and after the time of delivery of any software Goods hereunder.

21. Costs. In the event that any action is instituted by Seller to enforce any of the terms or conditions hereunder, including collection of the unpaid balance of the Purchase Price, Purchaser agrees to pay all costs and expenses incurred by Seller in connection therewith, including reasonable attorney's fees.

22. Governing Law. This contract is made in and shall be governed by the laws of the State of Arizona, including the provisions of the Uniform Commercial Code as adopted in Arizona and not including the Convention for the International Sale of Goods.

23. Miscellaneous. All captions contained herein are for convenience only and are not to be deemed a part of the text hereof. The failure of Seller to insist in any particular instance upon the strict performance of any of the terms, responsibilities, obligations or agreements imposed hereby or to exercise any particular option, right, or remedy granted or otherwise available hereunder shall not be construed as a waiver or relinquishment for the future as to the performance of any such terms, responsibilities, obligations, or agreements or as to the exercise of any option, right or remedy. The invalidity or enforceability of any particular provision of this Quotation shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Purchaser and Seller agree to execute and deliver such additional instruments, writings, certificates and documents as may be reasonably required from time to time in order to effectuate the provisions and purposes hereof. No modification, amendment or waiver of any provision hereof, nor consent to any departure therefrom, shall in any event be effective unless the same be in writing and signed by the parties sought to be bound. This Quotation shall be binding upon and inure to the benefit of Seller's successors and assigns. Purchaser agrees not to assign its performance under this Quotation or any part thereof; not delegate any obligations hereunder, without the prior written consent of Seller. Any such attempted assignment or delegation without Seller's prior written consent shall be void and of no force or effect, or at Seller's option, shall be cause for Seller's cancellation of this Quotation. Any dispute arising in connection with this Quotation in relation to a Purchaser residing or operating outside the U.S. shall be resolved exclusively in Phoenix Arizona, in accordance with the commercial arbitration rules of the American Arbitration Association.

24. Notices. Except for the return of the signed acknowledgment copy hereof by Purchaser, all notices and communications permitted or required to be given pursuant hereto shall be in writing and sent by registered mail, return receipt requested, (or by telex, with confirmation sent by registered mail, return receipt requested) to the addresses set forth for Seller and Purchaser on the face of this Quotation.