

Terms and Conditions of Sale

1- Any delays by Sensoray in delivering product that are due to manufacturer's lead times or to any cause beyond Sensoray's reasonable control shall not give rise to liability on the part of Sensoray, and shall not affect the binding character of this Agreement nor CUSTOMER's commitments hereunder.

2- CUSTOMER's liability to Sensoray for the Parts (in the quantities set forth in Schedule "B") shall be the aggregate of the full purchase price of all the Parts: (i) already shipped to CUSTOMER, and/or (ii) held in Sensoray's inventory for CUSTOMER, and/or (iii) manufactured, in whole or in part, by Sensoray and Sensoray's suppliers.

3- This Agreement represents the complete understanding of the parties and overrides all prior representations, agreements and understandings. It shall not be affected by and shall override any incompatible provisions contained in the CUSTOMER's purchase order or other document emanating from the CUSTOMER or Sensoray. This agreement cannot be modified or amended to any extent without the prior written consent of both parties.

4- Sensoray's warranty shall be the only warranty applicable. No other warranty is expressed or implied including, but not limited to, the warranty of merchantable quality or fitness for a particular purpose.

5- This Agreement shall be governed by and construed in conformity with the laws and Uniform Commercial Code of the State of Oregon. In connection with any dispute that may arise hereunder, venue shall lie exclusively in the State of Oregon.

6- In the event this Order is placed in the hands of an attorney or collection agency by Sensoray Co. to collect any sums due hereunder to Sensoray Co., Customer shall pay all reasonable attorney's fees, expenses, collection and court costs incurred by Sensoray Co..

7- Sensoray Co. warrants that a period of two (2) years from the date of shipment any Products and Software purchased or licensed hereunder which have been developed or manufactured by Sensoray Co. shall be free of any defects and shall perform substantially in accordance with Sensoray Co.'s specifications therefor. With respect to any Products or Software purchased or licensed hereunder which have been developed or manufactured by others, Sensoray Co. shall transfer and assign to Customer any warranty of such manufacturer or developer held by Sensoray Co., provided that the warranty, if any, may be assigned. The sole obligation of Sensoray Co. for any breach of warranty contained herein shall be, at its option, either (i) to repair or replace at its expense any materially defective Products or Software, or (ii) to take back such Products and Software and refund the Customer the purchase price and any license fees paid for the same. Customer shall pay all freight, duty, broker's fees, insurance, charges and other fees and charges for the return of any products or Software to Sensoray Co. under this warranty. Sensoray Co. shall pay freight and insurance charges for any repaired or replaced Products or Software thereafter delivered to Customer within the United States. All fees and costs for shipment outside of the United States shall be paid by Customer. The foregoing

warranty shall not apply to any Products of Software which have been subject to abuse, misuse, vandalism, accident, alteration, neglect, unauthorized repair or improper installation.

8- THERE ARE NO WARRANTIES BY Sensoray Co. EXCEPT AS STATED HEREIN. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MECHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Sensoray Co. BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES FOR LOSS OF DATA, PROFITS OR GOODWILL. Sensoray Co.'MAXIMUM LIABILITY FOR ANY BREACH OF THIS AGREEMENT OR OTHER CLAIM RELATED TO ANY PRODUCTS, SOFTWARE, OR THE SUBJECT MATTER HEREOF, SHALL NOT EXCEED THE PURCHASE PRICE OR LICENSE FEE PAID BY CUSTOMER TO Sensoray Co. FOR THE PRODUCTS OR SOFTWARE OR PORTION THEREOF TO WHICH SUCH BREACH OR CLAIM PERTAINS.

9- Title to the Products shall remain vested in Sensoray Co. until complete payment is made by Customer. Title to any Software shall remain vested in Sensoray Co., or Sensoray Co.'licensor from whom Sensoray Co. has obtained marketing rights, both before, during and after the term of the License. Nonpayment when due of the purchase price for any Products of the License fees for any Software, or, if applicable, taxes and/or the cost of any freight and insurance for any Products and/or Software, shall entitle Sensoray Co. to take possession of the Products and/or Software without notice to Customer or prejudice to Sensoray Co.'rights under contract or any other legal remedy.

10- Until title to the Products pass in accordance with the provision set out above, except with the prior written approval of Sensoray Co., no Products shall be modified, altered, moved or in any way assigned, sublet, mortgaged or charged nor may Customer part with possession of all or part of the same.

11- There are no understandings, agreements or representations, express or implied, other than those set forth herein. This Order embodies the entire agreement between the parties and may be waived, amended or supplemented only by a written instrument executed jointly by Sensoray Co. and Customer as evidenced only by the signature of duly authorized officers of each party. The foregoing terms and conditions of any order which may be issued by Customer for the purchase of Products of licensing of Software hereunder.

12- In the event this Order is placed in the hands of an attorney or collection agency by Sensoray Co. to collect any sums due hereunder to Sensoray Co., Customer shall pay all reasonable attorney's fees, expenses, collection and court costs incurred by Sensoray Co..