

COMPUGROUP MEDICAL, INC HARDWARE TERMS AND CONDITIONS

1. GOVERNING TERMS.

1.1 These general terms and conditions of sale (hereinafter referred to as the "Conditions"), the sales documentation accompanying or relating to such conditions and any additional conditions, where present, constitute the entire agreement (the "Agreement") between CompuGroup Medical, Inc. ("CGM" or "Seller") and the Buyer ("You" or "Buyer"), regarding the sale and purchase of hardware or products listed on the CGM Hardware Order Form of this Agreement.

1.1.1 The term "Products" refer to the goods, products, or hardware that are not manufactured or assembled by CGM, but are supplied to CGM by third parties to be resold.

1.1.2 "Sales documents" refers to all documents, printed or digital, provided by CGM in the purchase and sale process, including without limitation order form, invoices, confirmation, acknowledgement or acceptance of an order ("Order Confirmation") and shipping documents.

1.1.3 "Direct Payment Method" refers to the options used to make payment. This includes credit card, ACH or wire transfer, Purchase Order (PO), or check as authorized by Buyer and outlined on the Order.

1.2 CGM shall transfer and deliver to Buyer, and Buyer shall pay for and accept the Products. Products covered by this Agreement are only those specifically identified on the CGM Hardware Order Form of this Agreement. Products may only be added to this Agreement by written agreement signed by authorized representatives of both Parties.

1.3 These Conditions prevail over those belonging to Buyer regardless of when they are provided unless they have been expressly approved in writing by CGM with express indication of any terms and/or conditions of these Conditions that may be waived. The fulfillment of Buyer order does not constitute acceptance of Buyer conditions and cannot in any way modify the Conditions.

1.4 Additional Conditions. Certain Products may be subject to additional conditions ("Additional Conditions") not contained in the Conditions, which, where applicable, may be quoted on or provided with CGM's sales documents or websites or provided by CGM upon request.

1.5 The Agreement is to be considered finalized and the Order accepted when CGM receives the signed CGM Hardware Order Form (the "Order") and Conditions by Buyer. The finalized Order cannot be cancelled unless agreed by CGM.

1.6 Any order subsequent to the first one shall be automatically governed by these Conditions.

2. DELIVERY AND SHIPPING

2.1 The delivery dates of the Products supplied by CGM are not binding and the date of delivery does not constitute an essential element of the Agreement.

2.2 All delivery dates are approximate. CGM will use commercially reasonable efforts to fill orders according to the delivery dates acknowledged by CGM.

2.3 In addition to any excuse provided by applicable law, CGM shall not be charged with any liability for delay, non-delivery or failure to perform any of its obligations herein arising from any event beyond CGM's control, whether or not foreseeable by either party, including but not limited to, delays of suppliers, labor disturbance or strike, war, terrorism, epidemic, pandemic, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, inability of CGM or its supplier to obtain materials, shortages of materials, and other causes or events beyond CGM's or its supplier control, whether or not similar to those enumerated above.

2.4 The Products are shipped using CGM's or its supplier's standard packaging and shipping methods, for which costs may apply. Unless otherwise agreed in writing by the parties or indicated in the Order Confirmation, delivery of the Products will be made to the shipping address provided by Buyer on the Order.

2.5 With respect to the Products, ownership and risk of loss shall pass to Buyer upon delivery to Buyer's location.

2.6 Where applicable, CGM may, at its sole discretion, make partial shipments of the Products and invoice them immediately. Buyer shall pay for the units shipped even if such shipment constitutes a partial fulfillment of Buyer's Order.

2.7 If the Products are supplied at CGM's premises or at the premises of a supplier of CGM, Buyer shall bear any shipping and transport costs, including insurance costs, where applicable or agreed otherwise.

3. USE OF PRODUCTS

3.1 Buyer shall comply with all instructions, limitations, specifications or conditions of use made available by CGM, including but not limited to product data, Product information, safety data sheets, restricted use information and labelling ("Use Documentation").

3.2 Any use of the Products other than that indicated in the Use Documentation compromises their functionality and is considered as "improper use" and consequently releases CGM from any obligation or responsibility.

3.3 The information that can be obtained from the Use Documentation corresponds to the current state of knowledge known at the time of marketing of the Products and is only a supplement to the training and professional experience of Buyer and of the persons called by the latter to use the Products. It may not be sufficient on its own to use the Products and Services.

4. INSPECTION AND REJECTION OF NON-COMPLIANT PRODUCTS

4.1 Buyer shall inspect the Products no later than five (5) calendar days after receipt ("Inspection Period"). The Products shall be deemed accepted by Buyer if Buyer does not give CGM written notice of the non-conformity of the Products within the Inspection Period, providing evidence or other documentation where required. "Non-conforming Products" means non-compliance with the quantity or quality of the Products identified in the Order Confirmation.

4.2 Where notified in accordance with Section 4.1, CGM shall, at its sole discretion, (a) replace the non-conforming Products with compliant Products, or (b) refund the price of the non-conforming Products or, in case of partial delivery, adjust the invoice in relation to the quantity actually supplied. CGM reserves the right to inspect the Products. Buyer acknowledges and agrees that the remedies set forth herein are remedies granted only in case of delivery of non-conforming Products.

4.3 Any returns, where authorized, must be delivered in accordance with Section 6.1 below.

5. PRICE, BILLING AND PAYMENT METHOD

5.1 Price. Although it is CGM's practice to provide as much advance notice as possible, all prices quoted by CGM are subject to change at any time without notice, and adjustment to CGM's prices in effect at time of order otherwise specified by CGM, prices are for the specific quantity stated and do not include taxes imposed by Federal, State or Municipal Authorities, nor charges for transportation, insurance, special packaging, or marking. Prices for any undelivered Products may be increased by CGM in the event of any increase in the cost to CGM of supplies, raw materials, labor or services, or any increase in CGM's cost resulting from any cause beyond CGM's control. CGM reserves the right to correct all typographical or clerical errors which may be present in CGM's prices or specifications.

5.2 Taxes. Unless otherwise agreed in writing, Buyer shall be responsible for the payment of any and all Federal, state and local sales, use, and excise taxes and all other taxes and charges assessed in connection with sales made under this contract.

5.3 Billing.

5.3.1 The Products shall be invoiced according to CGM's price list in force at the date of delivery. Any particular products not included in the CGM price list will be invoiced at the price agreed

between the Parties and indicated in the Order Form.

5.3.2 Buyer agrees to pay the entire net amount of each invoice rendered by CGM pursuant to the terms of each such invoice without offset or deduction.

5.4 Payment and Credit.

5.4.1 Each shipment shall be a separate transaction and payment shall be made accordingly. Unless otherwise specified, all payments due by the Buyer to CGM under the Agreement shall be made no later than thirty (30) calendar days after the date of invoice.

5.4.2 No cash discounts are allowed unless otherwise specifically provided by CGM.

5.4.3 All payments due by Buyer shall be paid by Direct Payment Method. To this end, the Buyer shall sign, together with this Agreement, appropriate authorization for any card, account, check or PO indicating all references to the bank or card chosen for the payment of the fees and charges generally due to CGM. Any subsequent changes relating to where to debit payments must be agreed in advance and in writing by the parties. Any different payment method must be expressly authorized by CGM and will be better defined in the Order Confirmation.

6. RETURNS

6.1 Buyer shall not return the Products without the prior written consent of CGM. CGM reserves the right to inspect the Products at Buyer's premises and/or to request their disposal instead of return. All returns must comply with CGM's instructions and may be subject to a restocking fee. The ownership of the returned Products is transferred to CGM or CGM's authorized third party upon acceptance at the facility designated by CGM. Returned Products must be packed in their original packaging, with original label and must not be modified in form or content. In the event that, upon receipt of the returned Products, CGM deems the claim unjustified, the Products will be returned to Buyer at Buyer's own expense and Buyer will be required to reimburse CGM for transportation, labor and other costs arising from the examination of the Products deemed defective.

6.1.1 If Buyer refuse to accept the Products within five (5) calendar days of return back to Buyer, CGM may store or dispose of the Products and charge Buyer a storage and/or disposal fee.

7. WARRANTY

6.1 The warranty for third party Products shall apply within the limits of the warranty provided by the manufacturer to CGM.

6.2 CGM DOES NOT MANUFACTURE (OR DIRECT THE MANUFACTURE OF) ANY OF THE PRODUCTS IN THIS AGREEMENT IN ANY WAY. AS SUCH, SUBJECT TO APPLICABLE LAW, CGM IS PROVIDING THE PRODUCTS TO BUYER "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY: (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE, OR OTHERWISE). THEY ARE, HOWEVER, COVERED BY THE MANUFACTURER'S WARRANTY AS DETAILED IN IN ANY PRODUCT'S DESCRIPTION INCLUDED WITH THE DELIVERY OF THE PRODUCTS. BUYER CAN AVAIL ITSELF OF ANY OF THE MANUFACTURER'S WARRANTIES BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THEIR WARRANTY AGREEMENT[S]. BUYER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL CGM BE LIABLE FOR ANY BREACH OF THE MANUFACTURER'S WARRANTY CLAIMS AND/OR FOR ANY LOSS OR DAMAGES THAT MAY ARISE OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO BUYER.

6.3 IN NO EVENT WILL CGM BE LIABLE FOR ANY PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, ARISING FROM OR RELATED TO THIS AGREEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST CGM SHALL BE THE REPLACEMENT OF NONCONFORMING PRODUCTS AS PROVIDED HEREIN UNLESS CGM DETERMINES OTHERWISE. CGM'S LIABILITY ON ANY CLAIM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR

OTHERWISE, OR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH BUYER'S ORDER, SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE ORDER.

8. PROPERTY OWNERSHIP AND RIGHTS

8.1 The design, development or manufacture of Products for Buyer shall not be deemed to create a "work made for hire" and shall not give to Buyer any patent, copyright or any other intellectual property right interest in the Products, or any portion thereof. All such rights shall remain the property of CGM or the owner of Third-Party Products.

9. LIMITATION ON ACTIONS

9.1 No action, regardless of form, arising out of this agreement may be brought by either party more than one (1) year after the cause of action arose, provided; however, in the case of non-payment, not more than two years from the date of last payment.

10. GOVERNING LAW

10.1 Except as otherwise required by law, the Agreement and all disputes arising under or related to it are governed by the laws of the State of Arizona, without regard to choice of law principles that would allow the application of another state's law. The Parties agree that any action or proceeding relating to this Agreement must be initiated in a state or federal court in Maricopa County, Arizona, and the Parties will submit without objection to the jurisdiction of the State of Arizona with respect to such action or proceeding. In any action or proceeding pursuant to this Agreement, the court will award to the prevailing Party all of such Party's costs related to the controversy (including without limitation attorneys' fees and out-of-pocket expenses). THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

11. GENERAL

11.1 Entire Agreement. The Agreement, together with the Sale Documents and these Conditions contains the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements or communications between them relating the subject matter thereof.

11.2 Compliance with Applicable Laws. Buyer agrees to comply with all applicable export laws, regulations and orders. Specifically, but without limitation, Buyer agrees that it will not resell, re-export or ship, directly or indirectly, any Products or technical data in any form without obtaining appropriate export or re-export licenses. Buyer acknowledges that the applicable export laws, regulations and orders may differ from item to item and/or from time to time.

11.3 Assignment. This contract may not be assigned, modified, or terminated without CGM's prior written consent, and any attempt to assign, modify or terminate without such consent shall be absolutely void.

11.4 Waiver. No delay or omission to exercise any right, power or remedy accruing to CGM upon breach or default by CGM under this contract shall impair any such right, power or remedy of CGM, or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

11.5 Amendment; Modification. No amendments to or modifications of the provisions of this Agreement will be valid and binding upon CGM unless in writing and signed by an authorized representative of CGM. CGM reserves the right to update these Conditions at any time.