



TERMS AND CONDITIONS OF SALES AGREEMENT

- 1. Incorporation.** These terms and conditions constitute an integral part of this Sales Agreement between the parties to sell/purchase the Equipment. The terms and conditions set forth herein are adopted by the parties and incorporated into this Sales Agreement as is more fully set forth therein and shall govern the rights and responsibilities of the parties. To the extent that the terms and conditions of herein are inconsistent with the terms and conditions of the signed pages of this Sales agreement, the terms and conditions set forth in such signed pages shall control.
- 2. Entire Sales Agreement.** This Sales Agreement constitutes the entire Sales Agreement between the parties, and supersedes any and all statements, descriptions of Equipment, course of dealing, or usage of trade previously existing between the parties with respect to such subject matter. Any acceptance of this Sales Agreement is expressly limited to the terms of this Sales Agreement. Neither Seller nor Buyer hereto has entered into this Sales Agreement in reliance upon any representation, warranty, condition, or undertaking of any other party which is not set out in this Sales Agreement. It is understood by the BUYER that ALL SALES ARE FINAL AND NO REFUNDS WILL BE ALLOWED OR APPROVED WITHOUT WRITTEN CONSENT FROM AMBER DIAGNOSTICS.
- 3. Modification.** After execution by the Buyer, this Sales Agreement may only be modified by written Change Order, in a form prescribed by Seller, which has been signed by the parties' authorized representatives.
- 4. Purchase Price; Payment.** The Purchase Price shall be paid in United States Dollars (USD). The Purchase Price quoted in this Sales Agreement does not include any taxes or any regulatory, permit, duties, tariffs, customs entry service fees, terminal service charges or other fees that become owing to carry out or as the result of this Sales Agreement, which Seller may invoice separately. Any such amounts not expressly Seller's responsibility under this Sales Agreement shall be the sole responsibility of Buyer. Unless otherwise agreed by the Parties, no Equipment will be released until full payment of the Purchase Price is actually received at Seller's bank account, and accessible to Seller without conditions. The due dates of payments required to be made by Buyer may not be excused or delayed, except by written Change Order signed by Seller's authorized representative. Seller may assess a late fee of one percent (1%) per calendar month, straight interest (or the maximum rate permitted by applicable law, if

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less), from the due date thereof for delinquent payments until they are paid in full. If at any time Seller, in its sole judgment, deems itself to be insecure under this Sales Agreement, Seller may require adequate assurances from Buyer, in a form and manner acceptable to Seller, and Seller may suspend its performance under this Sales Agreement, until such adequate assurances have been provided. Failure to furnish such adequate assurances within ten (10) days of demand shall constitute repudiation and material breach of this Sales Agreement by Buyer, entitling Seller to all of its rights and remedies. Payments may be made by wire transfer, with ALL BANK FEES TO BE PAID BY SENDER.

- 5. Inspection.** Buyer may, in its discretion, and at its sole cost, conduct a complete inspection of the Equipment to confirm that the system configuration, components, software, function, acceptability, etc., conform to the descriptions in this Sales Agreement. The inspection shall be completed at a time and place arranged through Seller, within the time period specified in this Sales Agreement. Unless otherwise specified in the sales agreement, inspection shall take place within ten (10) business days of the Buyer's execution of this Sales Agreement. Failure of Buyer for any reason to conduct an inspection during the time period set forth in this Sales Agreement shall be deemed a waiver of the Buyer's right of inspection, and an acknowledgment that the Equipment conforms to this Sales Agreement. If upon a timely inspection Buyer determines that the Equipment materially fails to conform to this Sales Agreement, then within two (2) days after its inspection, Buyer shall notify Seller in writing, specifying the material non-conformity. Thereupon, Seller shall have the option, at its sole discretion, to: (i) take commercially reasonable steps to bring the Equipment into conformity with the description in this Sales Agreement, whereupon the parties obligations to complete the transaction under this Sales Agreement will resume unchanged; (ii) offer an adjustment to the Purchase Price and terms of sale to Buyer with respect to such Equipment, Buyer's acceptance of the proposal shall be subject to the terms and conditions of this Sales Agreement unless they are specifically adjusted; or (iii) terminate this Sales Agreement and refund all amounts previously paid to Seller by Buyer, subject to any offsets allowed under this Sales Agreement. Upon completion of any of these options, except for promises which survive the conclusion of this Sales Agreement, no further obligations or liabilities will exist between the parties under this Sales Agreement. If Buyer inspects the Equipment and does not notify Seller of any material

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non-conformity within two (2) days, then the Equipment will be conclusively deemed to conform to this Sales Agreement in all respects and to have been accepted.

- 6. Delay.** If Buyer fails or refuses to take possession of the Equipment by an agreed upon date or for more than seven (7) days after the date the Equipment is made available to Buyer, such failure is a material breach of this Sales Agreement by Buyer and Seller may, at Seller's option, do any or any combination of the following: (i) charge Buyer reasonable storage costs (storage rates shall be at least \$250.00/month for portable systems, \$500.00/month for fixed systems and a market price for systems on power and mobile systems – Buyer is also responsible for cryogen costs during delays); (ii) demand immediate full payment; (iii) uninstall/remove/pick-up the Equipment at Buyer's cost; and/or (iv) terminate this Sales Agreement, and retain all deposits or other payments theretofore made by Buyer to compensate Seller for cost associated with Buyer's breach. Furthermore, Seller may, but is not required to, sell the Equipment to another party to mitigate its damages resulting from Buyer's breach. Any amounts in excess of the Purchase Price realized by Seller upon sale of such equipment will remain the sole property of the Seller. Where Seller has agreed to installation or service of any kind and Buyer fails or refuses to provide a room, space or location that is ready to accept equipment to be properly installed within one hundred twenty (120) days after the date this Sales Agreement was executed, such failure will give rise to Seller's option to not perform any installation, service and/or warranty obligations, making the sale an As-Is sale, if Seller exercises this option, Seller shall reduce the total Purchase Price a reasonable amount, determined in Seller's sole and exclusive discretion.

Nothing herein is intended to limit any other remedies available to Seller under applicable law as the result of Buyer's breach of contract. All of Seller's rights and remedies are cumulative in nature.

- 7. Delivery.** Delivery dates, if any are listed on the Sales Agreement are approximate and dependent on numerous factors, some of which are outside of Seller's control. Seller will use its commercially reasonable efforts to meet quoted delivery dates, but will not be responsible for any delays in performance, damages, or losses, including, but not limited to, incidental and consequential damages, due to (but not limited to): fires, floods, earthquakes or other acts of God, accidents, riots, wars, acts of terrorism, operation of law, government regulations or requirements, strikes, labor difficulties, shortages of fuel, power, materials or supplies, unavailability of transportation, or other acts or circumstances that are not within reasonable control of Seller. If any delay or

non-performance occurs, Buyer agrees that Seller may extend the time to perform for a reasonable period of time. The shipping terms from Inco Terms 2010 apply to this transaction. Once Buyer takes delivery of the Equipment, Buyer agrees to indemnify and hold Seller harmless for any change in the Equipment's condition. Unless Seller has agreed otherwise in writing, Seller shall have no responsibility whatsoever for the performance of, or the cost of, the installation of the Equipment.

8. Installation. If Seller has agreed to perform installation services, the terms of this section shall apply. Buyer agrees that the installation site will be ready for equipment installation prior to the delivery date. Buyer agrees to reimburse Seller for the costs of any and all delays of the installation not caused by Seller or Seller's agents including, but not limited to: (i) a minimum of \$1,500.00 per day that Seller's engineer is deployed but unable to work to complete the installation; (ii) travel and time costs associated with having to redeploy Seller's engineer; (iii) any additional transportation and storage charges for the Equipment; and (iv) any additional charges for requested return trips. Buyer agrees to provide a qualified representative to certify the condition of installation meets the criteria of this Sales Agreement. If Buyer fails to provide a qualified representative or fails to provide Seller with written notice of a problem with forty eight (48) hours, Buyer agrees to conclusively waive any claims arising from the Equipment's installation. Any warranty terms shall go into effect on the date the installation is completed. However, if installation is delayed for any reason other than Buyer's delay and the Equipment is located at the Buyer's site, any warranty or service coverage shall go into effect on the day of delivery. Unless otherwise agreed, Buyer is responsible for network connections to the Equipment. Any requirement of network connectivity in this Sales Agreement is subject to Buyer providing a qualified person familiar with the network configuration for the facility to work in conjunction with the installing engineer. Network connectivity will be tested by transmitting images over the Buyer's network. Subsequent service calls for network issues may result in charges to Buyer.

9. EX-WORKS SALES. Where the Equipment is sold with a shipping term of ExW, Inco Terms 2010 are modified to the extent this section conflicts. Risk of Loss passes to Buyer upon receiving notice that the Equipment is available for de-installation/removal from its current location. Buyer is responsible for any and all de-installation, removal, transportation, crating, shipping and re-installation. Buyer shall coordinate only with Seller with respect to de-installation of the Equipment, including without limitation, the date and time of de-installation, and shipping of the Equipment. Buyer is fully

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responsible for its acts or omissions at the Equipment's current facility and will cause such de-installation to be performed in a timely and workmanlike manner, subject to the instructions and rules of the facility at which the de-installation is performed. Buyer shall leave any facility it enters broom clean. Buyer shall maintain liability insurance (with coverage no less than \$1 million dollars Each Occurrence and \$2 million General Aggregate) which covers all of Buyer's activities in ExW sales, including but not limited to the Equipment's facility, and injuries to persons or property. The policy shall extend coverage to Buyer's agents or subcontractors and name Seller as an additional insured. Prior to de-installation, Buyer shall provide Seller with a certificate of insurance as evidence of same. If Buyer fails to provide proof of such insurance, Seller may request Buyer pay Seller a premium, to be determined in Seller's sole discretion, for Seller's increased liability exposure. Buyer will indemnify, defend, subrogate its insurance and hold Seller harmless from and against any and all liabilities, judgments, settlements, losses, damages, penalties, obligations, insurance claims and expenses, including attorneys' fees, incurred by Seller, arising out of any loss, uninstal/removal/pick-up, damage and injury that occur during a de-installation performed by Buyer or its agent.

10. Reservation of Title; Security Interest. Title to the Equipment listed in this Sales Agreement will pass to Buyer upon the later to occur of: (i) Seller acquiring adequate title to the Equipment so as to be able to transfer title to Buyer; and (ii) Seller receiving payment in full from the Buyer of the Purchase Price. For the exchange of the valuable and mutual consideration contained in this Sales Agreement, Buyer hereby grants to Seller a purchase money security interest in the Equipment. This security interest shall remain in place until the payment of the Purchase Price, any applicable late fees and any amounts due Seller arising out of this Sales Agreement have been received by Seller and Buyer completely performs all of Buyer's obligations under this Sales Agreement. The collateral subject to this security Sales Agreement is the Equipment described in this Sales Agreement and all present and hereafter acquired equipment and accounts of the Buyer wherever located. Buyer authorizes Seller to file a financing statement describing the collateral in any relevant jurisdiction. The occurrence of any of the following is an event of default: (i) failure to pay any scheduled payment; (ii) movement of the equipment from the location designated on this Sales Agreement; (iii) any disposition of the Equipment; (iv) any significant change in the Equipment's condition; or (v) if Buyer becomes insolvent, files for reorganization or bankruptcy; makes an assignment for benefit of creditors, if a receiver or trustee is appointed for any of Buyer's assets or any

other type of insolvency proceeding or formal or informal proceeding for the dissolution, liquidation, or winding up of affairs of Buyer is commenced. Upon the occurrence of an event of default under this section, Seller shall have all the rights of a secured party under the Uniform Commercial Code as in effect in the state of Florida, including the right to collect reasonable attorney fees and any other costs incurred in exercising those rights. Upon the occurrence of an event of default under this section, without limiting the Seller's aforementioned rights, Buyer hereby grants Seller an irrevocable license to enter upon the Equipment's location, without the order of any court, to disable and/or remove the Equipment without any obligation to repair or restore the location. Upon completion of Buyer's obligations under this Sales Agreement, the security interest shall be released.

11. DISCLAIMER OF WARRANTIES. UNLESS OTHERWISE STATED IN THIS SALES AGREEMENT, THE EQUIPMENT IS SOLD "AS IS, WHERE IS" WITH NO WARRANTIES AND WITH ALL FAULTS, OBVIOUS AND LATENT, THAT MAY BE DISCOVERED BEFORE OR AFTER BUYER'S PURCHASE. SELLER DID NOT INSPECT, RECONDITION, ALTER, MODIFY, OR MANUFACTURE THE EQUIPMENT UNLESS OTHERWISE STATED IN THIS SALES AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY REGARDING THE ACCURACY OF EQUIPMENT SPECIFICATIONS OR OPERABILITY, NOR ARE THERE ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO: LOSS OF PROFIT OR REVENUE; LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT; DAMAGES TO ASSOCIATED EQUIPMENT; COSTS OF CAPITAL, SUBSTITUTE PRODUCTS; STAFF, FACILITIES, SERVICES, REPLACEMENT POWER, OR DOWNTIME; OR CLAIMS OF BUYER'S CUSTOMER FOR SUCH DAMAGES, EVEN IF SELLER IS ADVISED OF THE POSSIBILITY OF AFOREMENTIONED DAMAGES. In no event shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this Sales Agreement, or from its performance or breach, or from the Equipment or services furnished hereunder, exceed the Purchase Price of the specific Equipment which gives rise to the claim. If Seller furnished Buyer with advice or other assistance which concerns the Equipment supplied hereunder or any other system or equipment and which is not required pursuant to this Sales Agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort

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(including negligence and strict liability) or otherwise. The parties agree that any claim, lawsuit, or arbitral proceeding relating to this Sales Agreement must be commenced no more than twelve (12) months (or the shortest time limit allowed by law) after the earlier to occur of: (i) delivery of the Equipment to Buyer substantially conforming to this Sales Agreement; or (ii) the accrual of the cause of action that is the subject of the proceeding. Each of the parties waives any statute of limitations to the contrary. Buyer will indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, judgments, settlements, losses, damages, penalties, obligations, and expenses, including attorneys' fees, incurred by Seller, arising out of any loss, damage or injury that occurs relating to the selection, performance, subsequent use and/or operation of the Equipment.

13. Licensed Products. Seller claims no right, title or interest in or to any software or other licensed products ("Products") that may be attached to or necessary for the operation of the Equipment and, further, Seller disclaims any responsibility for procuring for Buyer from the owner or owners of such Products, the legal right to use such Products, whether by assignment of any licenses or other conveyance, and such Products will at all times remain the property of the owner or owners thereof. Buyer is solely responsible for obtaining or causing to be obtained the proper legal authority to use such Products from the owner or owners thereof, and Buyer shall indemnify and hold Seller harmless from and against all claims by others arising from allegations of Buyer's wrongful use thereof, or from Buyer's failure to properly observe all copyright restrictions, and any other proprietary interests claimed by others in connection with such Products.

14. Subject to Availability. Seller shall make best efforts to secure the Equipment for this Sales Agreement. However, Seller's obligations under this Sales Agreement are subject to the Equipment's availability, which shall be determined at Seller's sole discretion.

15. Non-Circumvention. Some or all of the Equipment described in this Sales Agreement may be previously used equipment that Seller has arranged to acquire from a third-party (herein the "Source"). Buyer agrees that the identity of Seller's Source is confidential and proprietary information of Seller which shall not be disclosed to Buyer, except as Seller deems necessary in its sole and absolute discretion to carry out this Sales Agreement. Buyer, intending to be legally bound, with full individual and corporate responsibility, hereby and irrevocably agrees not to circumvent, avoid, or bypass Seller, either directly or indirectly, nor to avoid Buyer's obligations under this Sales Agreement.

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Therefore, during the two (2) year period after the date of this Sales Agreement, if Buyer purchases all or part of the Equipment described in this Sales Agreement or any other medical imaging equipment from the Source, directly or indirectly, Buyer will pay Seller a finder's fee of twenty-five percent (25%) of the Purchase Price for the equipment. This term shall survive termination of this Sales Agreement.

16. Buyer's Representations and Responsibilities. Buyer represents and warrants to Seller that neither the equipment nor its component parts shall be: (i) used for anything other than its intended medical use; (ii) used or operated by untrained individuals; (iii) directly or indirectly implemented in or used for the manufacture, development or dissemination of any type of weapon; (iv) transported in violation of United States or other import or export laws, including, but not limited to, the regulations of the Office of Foreign Asset Control, Bureau of Industry and Security or the Japanese Foreign Trade and Foreign Export Trade Control Orders. Furthermore, Buyer represents that Buyer shall comply with all laws, regulations and filing requirements relating to the use of the Equipment. Buyer acknowledges and agrees that Buyer is responsible for: (i) the selection of the Equipment; (ii) providing Seller with access to make any delivery of the Equipment into Buyer's facility; (iii) any facility construction matters; (iv) rigging costs for extraordinary installation (e.g. difficult access or non-main floor installations); (v) providing Equipment location and tracking information upon request and; (vi) safeguarding and removing any patient health information (as defined by the Health Insurance Patient Portability Act and related regulation) on the Equipment.

17. Destination Control. Buyer agrees that these items are controlled by the U.S.

Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

18. Financed Purchases. In the event Buyer seeks financing or desires Seller to accept third-party payment of the Purchase Price, the following terms and conditions will apply. Seller is not obligated to accept third-party payment. Buyer's ability to acquire financing shall not impact the enforceability of this Sales Agreement. Notwithstanding any third-party purchase order accepted by Seller, all of Buyer's obligations under this Sales Agreement shall remain unchanged until the Purchase Price has been paid in full and

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any other obligations arising under this Sales Agreement have been performed by Buyer or discharged by Seller. Buyer agrees to instruct any third-party financier to make all payments as required under this Sales Agreement and agrees to provide any third-party financier all required lease documents and progress payment authorizations needed to fund Seller according to the payment schedule of this Sales Agreement. Buyer hereby grants Seller an irrevocable license to enter upon the Equipment's location, without the order of any court, to disable and/or remove the Equipment without any obligation to repair or restore the location if Buyer withholds acceptance or any other authorization required by a third-party financier where Seller has a good faith belief that Seller has performed its obligations under this Sales Agreement.

- 19. Default.** In the event Buyer fails to perform any obligation due under this Sales Agreement, Seller may declare Buyer in Default. If Buyer is in Default, in addition to any other remedies provided herein, Seller may (i) invoice and Buyer shall pay all costs incurred by Seller related to the Default including, but not limited to: materials, services, normal markup, overhead, and subcontracted materials and services; (ii) suspend performance under this Sales Agreement; (iii) terminate this Sales Agreement; and/or (iv) retain twenty-five percent (25%) of the Purchase Price paid as liquidated damages to compensate Seller for its anticipated lost profit on the sale, irrespective of Seller's ability to mitigate or find another buyer for the Equipment. Additionally, if Buyer fails to make a required payment when the same is due, such failure shall be a Default in the performance of Buyer's obligations under this Sales Agreement and Seller may, in its discretion and without limiting its remedies, terminate this Sales Agreement and retain all deposits or other payments theretofore. Seller is entitled to reimbursement of any attorneys fees and costs it incurs as a result of Buyer's Default under this Sales Agreement.
- 20. Severability.** If any provision of this Sales Agreement is determined to be invalid, in whole or part, it shall not affect the enforceability of any other provisions of this Sales Agreement, which shall remain in effect, and unaffected by such invalidity.
- 21. Assignment.** This Sales Agreement shall not be assigned by Buyer without Seller's prior written consent, which consent will not be unreasonably delayed or withheld.
- 22. Waiver.** The failure of Seller to enforce the provisions of this Sales Agreement shall not be construed to be a waiver of such provisions, nor in any way affect the ability of Seller to enforce each and every such provision thereafter.

23. Governing Law; Dispute Resolution; Jurisdiction. This Sales Agreement shall be construed and governed according to the laws of the State of Florida. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are excluded. In the event of any dispute arising from or relating to this Sales Agreement, the parties hereto shall initially use their best efforts to amicably settle the dispute. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a mutually satisfactory solution. Upon notice by either party to the other, all disputes, claims, questions, or differences regarding this Sales Agreement, or any other matter between the parties, will be finally resolved by binding arbitration, conducted in the English language using a single arbitrator (notwithstanding, Seller may sue for repossession in an appropriate court). Unless otherwise agreed by Seller: (1) if the arbitration involves only United States parties, it will be conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in force as of the date of the request for arbitration, which rules are deemed to be incorporated by reference into this Sales Agreement; (2) if the arbitration involves any parties not domiciled in the United States, it will be conducted under the International Arbitration Rules of the American Arbitration Association (AAA) in force as of the date of the request for arbitration, which rules are deemed to be incorporated by reference into this Sales Agreement; (3) the arbitration will be conducted at Seller's main offices; (4) the arbitrator will be selected from a list using the recommended selection method under the rules applicable to the arbitration proceeding; (5) the arbitrator's award shall include costs, reasonable attorney's fees and interest to the substantially prevailing party, but in no event will any party be awarded penal, punitive or exemplary damages; and (6) the award of the arbitrator will be enforceable in any court of competent jurisdiction.