

INTERNATIONAL MEDICAL EQUIPMENT & SERVICE A DIVISION OF RICHARDSON HEALTHCARE

TERMS AND CONDITIONS OF SALE EQUIPMENT AND SERVICES

Richardson Electronics, Ltd., or any of its affiliates selling any goods or services hereunder ("Seller"), agrees to sell the goods and services designated on the face hereof ("Products") to the person or entity purchasing hereunder ("Customer") according to the following Terms and Conditions of Sale ("Terms").

Terms; Price; Payment. Customer's purchase of goods, equipment or parts (collectively, "Equipment") from International Medical Equipment and Services ("IMES") shall be governed solely by these Terms and Conditions of Sale and the terms in IMES' invoice (collectively, "Terms"). No term of any purchase order or other document issued by Customer, other than Customer's acceptance of these Terms, shall become a part of the agreement between the parties or bind IMES. IMES' sale of the Equipment and services is expressly conditioned on Customer's acceptance of these Terms, and IMES objects to all different and additional terms in Customer's purchase order and other documents. The purchase price and payment terms of the Equipment are specified in IMES' proposal which shall be valid for the number of days specified in that proposal; provided that if delivery occurs more than 90 days after signature of the proposal by IMES, IMES reserves the right to increase the price to its current list price as of the delivery date subject to approval of Customer. The purchase price does not include any sales, use, revenue, excise or other taxes or governmental charges. If IMES is required to collect those taxes or charges, IMES will add them to the purchase price and invoice Customer (in the original invoice or separately), and Customer will pay them. The purchase price of the Equipment includes only those services set forth in the proposal. If IMES agrees to provide those services, the services and the additional charges Customer shall pay shall be specified in IMES' proposal. Storage fees will be charged for Equipment not picked up within 30 days of full payment receipt by IMES.

Delivery. All prices are net of any delivery charges, all of which Customer shall pay. Delivery terms are FOB Origin or Ex-Works Collect. All delivery schedules and dates given by IMES are estimates only. In no event shall IMES be liable for any delays in delivery or installation due to Customer's failure to follow the instructions provided by either IMES or the manufacturer with regard to room or facility readiness.

Warranty. Customer recognizes that the Equipment is a previously owned product and is otherwise sold to Customer "AS IS" without any warranty provided by IMES for any reason. No agent, sales representative or employee of IMES shall have any authority to modify or expand this warranty in any way.

CREDIT MEMOS: Credit memos issued to Customer may only be used against future purchases from Seller and must be used within 180 days after issuance to Customer. After 180 days the Credit memo will be deemed invalid and removed from Customer's account.

DISCLAIMERS; LIMITATIONS. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, IMES DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND AS TO THE EQUIPMENT AND SERVICES, EXPRESS AND IMPLIED, INCLUDING ALL REPRESENTATIONS AND WARRANTIES AS TO MERCHANTABILITY, THE FITNESS OF THE EQUIPMENT OR SERVICES FOR ANY PARTICULAR PURPOSE, INFRINGEMENT, THE SUITABILITY OF THE EQUIPMENT OR SERVICES FOR CUSTOMER'S PURPOSES, OR THE IMPACT OF THE EQUIPMENT OR SERVICES ON CUSTOMER'S OPERATIONS. IMES makes no warranties or guarantees regarding the performance Customer or any other person or entity may obtain from the

Equipment or services. IMES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. In no event shall IMES be liable for any amount arising out of or relating to these Terms, the Equipment or the services, whether in contract, tort, strict liability or otherwise, in excess of the purchase price of the Equipment or services at issue. Any action or proceeding by Customer arising out of or relating to these Terms, the Equipment or the services will be forever barred unless it is commenced within the earlier of: (a) one year after the claim or cause of action has accrued; or (b) the period prescribed by applicable statute of limitation or repose. These Terms contain Customer's sole and exclusive remedies relating to these Terms, a breach of these Terms, the Equipment or the services, regardless of the theory of recovery.

Manufacturer Service Agreement. IMES shall use reasonable efforts to assist Customer in securing service agreements from the manufacturer with preferred pricing for the Equipment. In the event that the Equipment is purchased with a service agreement, Customer may have the right to require the manufacturer to either repair or replace the Equipment as its sole and exclusive remedy.

Cancellation. In the event of cancellation by Customer for reasons allowed under these Terms, IMES shall refund Customer any deposits made on the Equipment.

Insurance. Customer shall maintain at all times until the purchase price for the Equipment is paid in full, with an insurer reasonably satisfactory to IMES, property damage insurance on the IMES Equipment for their full insurable value and shall provide to IMES upon Customer's delivery of its purchase order, and from time to time thereafter upon IMES' request, a current insurance certificate showing IMES as loss payee and providing that IMES shall receive at least 10 days prior written notice of any modification or cancellation of the insurance policy.

Security Interest. To secure the prompt payment of the purchase price and all other amounts due with respect to the Equipment, Customer hereby grants to IMES a first-priority security interest in the Equipment and all proceeds and products of the Equipment, including insurance proceeds. Customer hereby authorizes IMES to file all financing statements, continuation statements and other documents necessary or desirable to perfect and to maintain IMES' security interest in the foregoing collateral.

Default; Remedies. The occurrence of any of the following shall constitute an event of default by Customer: (a) Customer's failure to pay any sum to IMES as and when due; or (b) Customer's default under any other provisions of these Terms which is not cured within 10 days after IMES gives Customer written notice of default. Upon the occurrence of an event of default, and in addition to any other rights and remedies that IMES may have, IMES shall have the right, at its option, to take one or more of the following actions: (a) declare all or part of Customer's obligations to IMES immediately due and payable; (b) suspend its performance under or terminate pending purchase orders; and (c) pursue its other rights and remedies under these Terms and applicable law. All amounts Customer does not pay as and when due shall accrue interest at the rate of 16% per annum until paid in full. If Customer defaults under its obligations to IMES, Customer shall pay IMES all costs of collection, including reasonable attorneys' fees and costs.

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Force Majeure. IMES shall not be liable for delays or failure to perform directly or indirectly resulting from events and causes beyond IMES' reasonable control, accidents, acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, strikes or other labor disputes, fires and natural calamities (including floods, earthquakes, storms and epidemics), changes in the law, and delays in obtaining or the inability to obtain labor, materials, equipment or services through IMES' usual sources at normal prices.

Safety; Radioactive Material; Permits. Customer will follow all instructions and directions, and will use all safety devices, that IMES or the manufacturer provides for the use or operation of the Equipment. If the Equipment contains radioactive material, the distribution or sale of which is regulated by various state, Federal and local laws and regulations, including, the Atomic Energy Act of 1946, as amended, IMES' obligation to sell the Equipment to Customer shall be contingent on IMES' receipt from Customer of the proper authorization from the Atomic Energy Commission, in a form satisfactory to IMES, for the transfer of title to the Equipment to Customer and such other authorization or evidences of compliance with applicable laws and regulations as may be reasonably necessary. All permits, licenses and expenses associated with the installation and use of the Equipment are the sole responsibility of Customer. Customer is solely responsible for determining its obligations with regard to the above requirements and IMES has no responsibility to provide such information.

General. Any notice permitted or required under these Terms shall be deemed given if in writing and delivered personally, deposited in the United States mail, certified mail, return receipt requested, or sent by facsimile to the respective addresses of IMES and Customer. Customer may not assign to any person or entity all or a portion of its rights or obligations under these Terms or any order without IMES' prior written consent, and any attempted assignment without that consent shall be void. IMES reserves the right to correct clerical and typographical errors in any document. These Terms and any controversy relating to them or the IMES or services shall be governed by the laws of the State of Illinois, excluding its conflicts of law principles. The United Nations Convention on the International Sale of Goods is expressly excluded and shall not apply. Any action or proceeding relating to these Terms or their enforcement, or to the Equipment or services, shall be commenced and heard only in the state and federal courts for Kane County, Illinois. IMES and Customer hereby consent and submit to the jurisdiction and venue of those courts. These Terms shall be binding on, and shall inure to the benefit of, the parties and their respective successors, heirs and permitted assigns. These Terms contain the entire agreement of the parties relating to the Equipment and the services and supersede all previous and contemporaneous agreements, understandings, usages of trade, and courses of dealing, whether written or oral. These Terms may be modified only by a written agreement, signed by both parties, expressly modifying these Terms.