

**1. TERMS:** Advanced Imaging Group hereby offers to purchase from the supplier named ("Seller") the goods and/or services described as (respectively, "Goods" and "Services") subject to these terms and conditions ("Terms and Conditions"). Acceptance of this offer must be made on its exact terms. These Terms and Conditions, together with information contained on the face hereof, and any additions or revisions mutually agreed to in writing by Seller and Advanced Imaging Group (referred to herein as the "P.O.") shall constitute the entire agreement and understanding of Seller and Advanced Imaging Group with respect to the purchase of Seller's Goods and/or Services, superseding all prior oral and/or written understandings relating thereto and shall not be modified or interpreted by reference to any prior course of dealing, usage of trade or course of performance. If Seller's order acknowledgement, invoice or any other communication from Seller contains provisions inconsistent with the provisions hereof, this P.O. shall prevail, and Advanced Imaging Group hereby notifies Seller of its objection to and rejection of any such terms and conditions stated by Seller that are in conflict or inconsistent with, or in addition to, those contained in this P.O. Notwithstanding the foregoing, if Advanced Imaging Group and Seller have entered into a separate supply or services agreement with respect to Advanced Imaging Group's purchase of Goods and/or Services, then such agreement shall govern Advanced Imaging Group's purchase of such Goods and/or Services and in the event of any conflict or inconsistency between the terms of such agreement and this P.O., the terms of such agreement shall prevail.

**2. ACCEPTANCE:** Seller's **(a)** failure to object within 10 days to any terms contained in this P.O. or **(b)** commencement of performance shall constitute Seller's acceptance of all terms and conditions in this P.O. If Seller's acceptance is by commencement of performance, Advanced Imaging Group reserves the right to treat its offer as having lapsed before acceptance unless Advanced Imaging Group is notified of such acceptance within a reasonable time.

**3. PRICES:** Prices for all Goods and Services are as noted on this P.O. and may not be changed without the prior written consent of Advanced Imaging Group. Unless otherwise stated in this P.O., all prices include Ground Shipping. Other than Ground Shipping, no additional charges of any type may be added without Advanced Imaging Group's written consent. Seller warrants that any prices, rates, discounts and allowances (collectively, "pricing") on Goods or Services are not less favorable than those extended to any other customer of Supplier for similar Goods or Services under reasonably similar circumstances. If Supplier provides more favorable pricing to any other customer during the term of this P.O., then Supplier shall promptly notify Advanced Imaging Group and immediately extend such pricing to Advanced Imaging Group.

**4. QUALITY:** Goods purchased must conform to OEM specifications.

**5. PROCESS CHANGES:** Any changes and/or deviations from OEM performance parameters resulting from repair must be communicated to AIG, in advance, when such changes affect the form, fit, or function, or alter the OEM specifications.

**6. TAXES:** All applicable Federal, State and local taxes shall be separately stated in each invoice.

**7. SHIPPING AND DELIVERY:** Unless Advanced Imaging Group otherwise agrees in writing, all Goods (and all materials, parts and components incorporated therein) shall be of refurbished, used, or new condition. Regardless of type, all parts must be tested by Supplier (unless otherwise designated by Advanced Imaging Group) to ensure part quality prior to shipping to Advanced Imaging Group with a guaranteed warranty of a minimum of 90 days. No substitutions shall be allowed without the prior written consent of Advanced Imaging Group. Seller shall be responsible for packing, shipping, and safe delivery of all Goods (which Goods Advanced Imaging Group, at its sole discretion, may direct Seller to ship using Advanced Imaging Group's preferred shipping vendor) and shall bear all risk of damage or loss until the Goods are delivered to, and accepted by, Advanced Imaging Group. Time is of the essence; delivery must be made in accordance with the schedule set forth in this P.O. In the event of failure to make timely delivery, Advanced Imaging Group shall have the right, upon written notice to Seller, to terminate this P.O., in its entirety or as to Goods or Services not delivered on time and Advanced Imaging Group shall have no liability for any damage resulting from such termination.

Advanced Imaging Group shall have no liability for any damage resulting from such termination. If accelerated shipping means are required to meet the delivery schedule set forth herein, or to minimize the lateness of delivery, then reasonable excess shipping charges shall be borne by Advanced Imaging Group. Advanced Imaging Group reserves the right to refuse delivery in installments, and, if accepted, to defer payment without interest or penalty until shipment is completed.

**8. INSPECTION:** Unless otherwise stated in this P.O., title to the Goods shall remain with Seller until acceptance by Advanced Imaging Group hereunder. Goods and Services are subject to Advanced Imaging Group's inspection, testing and acceptance at destination. If any Goods or Services are found within a reasonable time after delivery to be not in conformity with the requirements of this P.O., Advanced Imaging Group may reject all or any portion of such Goods or Services. Upon rejection or revocation of acceptance of any Goods, **(i)** Advanced Imaging Group may return such Goods to Seller, at Seller's risk and expense, for replacement, repair or credit at Advanced Imaging Group's option and **(ii)** Advanced Imaging Group shall have a security interest in Goods in its possession or control for any payments made on their price, and any expenses reasonably incurred in their inspection, receipt, transportation, care and custody, and may hold and resell such Goods, and such resale shall be without prejudice to any other remedies or rights of Advanced Imaging Group against Seller. Upon rejection of any Services hereunder, Advanced Imaging Group may require Seller to promptly reperform such Services at no additional charge. Advanced Imaging Group's payment to Seller for Goods or Services shall not constitute acceptance of such Goods or Services.

**FAILURE OF ADVANCED IMAGING SYSTEMS TO REJECT ANY GOODS OR SERVICES SHALL NOT CONSTITUTE A WAIVER OF ITS LEGAL RIGHTS (INCLUDING RIGHT TO REVOKE ACCEPTANCE) IF ADVANCED IMAGING SYSTEMS SUBSEQUENTLY DISCOVERS SUCH GOODS OR SERVICES ARE DEFECTIVE OR NONCONFORMING. ANY PREVIOUS ACCEPTANCE BY ADVANCED IMAGING SYSTEMS OF SIMILAR GOODS OR SERVICES SHALL NOT CONSTITUTE A WAIVER OR DEFENSE HEREUNDER.**

**9. SERVICES:** If this P.O. covers the performance of Services for Advanced Imaging Group or involves operations by Seller on the premises of Advanced Imaging Group or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work.

**10. LICENSE/OWNERSHIP:** If the Goods or Services include any generally available software of Seller, Seller hereby grants to Advanced Imaging Group a worldwide, perpetual, irrevocable, royalty free, non-exclusive right and license to use, execute, perform and display such software in the sale, operation maintenance and repair of the Goods or Services. To the extent that the Goods or Services are produced to the specifications of Advanced Imaging Group, Seller hereby assigns and agrees to assign to Advanced Imaging Group any and all deliverables and results from the work performed hereunder, including, without limitation, all right, title and interest in and to any patent, copyright, trademark, trade secret or any other intellectual and proprietary rights therein. Seller agrees to take any further actions as deemed necessary by Advanced Imaging Group to perfect such rights.

**11. WARRANTIES:** Seller warrants that all Goods and Services (including Goods and Services corrected or replaced by Seller) shall be: **(a)** free from defects in design, materials and workmanship; **(b)** of merchantable quality; **(c)** in full conformity with all specifications, drawings, samples, models, diagrams, bulletins, engineering sheets or other materials relating to the Goods or Services provided by Seller to Advanced Imaging Group; and **(d)** fit and sufficient for their intended purposes. Seller further warrants that: **(i)** it is conveying to Advanced Imaging Group, clear and marketable title to all Goods, or deliverables resulting from Services, free from any liens, encumbrances or other defects in title; and **(ii)** all Goods and Services do not violate or infringe upon any third-party intellectual property or other rights or interest of any nature whatsoever. In the case of the performance of Services, Seller warrants that it shall perform the Services in a good, workmanlike and professional manner in accordance with any written instructions provided by Advanced Imaging Group and the highest standards in the industry for performing services of a similar nature. Such warranties shall be in addition to any other warranties offered by Seller and shall survive any inspection, acceptance, delivery, payment for the Goods and Services and termination of this P.O. and shall inure to the benefit of Advanced Imaging Group, its successors, assigns and customers. Nothing herein shall limit any other warranties, express or implied, available to Advanced Imaging Group under applicable law.

**12. COMPLIANCE WITH LAWS:** Seller certifies that all Goods and Services comply with all applicable national, international, federal, state, provincial or local laws, regulations and ordinances, including,

without limitation, those dealing with the environment, health and safety, employment, records retention, personal data protection and the transportation or storage of hazardous materials. Seller further certifies that it follows Good Manufacturing Practices and quality regulations, if applicable. If Advanced Imaging Group or its customer determines, in good faith, that Seller is a Business Associate of either Advanced Imaging Group or its customer, Seller will execute Advanced Imaging Group's form Business Associate Agreement as required by Advanced Imaging Group or its customer.

**13. LIMITATION OF LIABILITY: IN NO EVENT SHALL ADVANCED IMAGING SYSTEMS HAVE ANY LIABILITY TO SELLER ARISING OUT OF OR IN CONNECTION WITH THE GOODS OR SERVICES, THE TRANSACTIONS CONTEMPLATED HEREBY, OR SELLER'S OR ADVANCED IMAGING SYSTEMS'S CONDUCT OR ACTIONS IN RELATION TO ANY OF THE SAME OR TO EACH OTHER IN AN AMOUNT IN EXCESS OF THE PURCHASE PRICE FOR THE GOODS OR SERVICES WHICH GIVE RISE TO ADVANCED IMAGING SYSTEMS'S LIABILITY. IN NO EVENT SHALL ADVANCED IMAGING SYSTEMS BE LIABLE TO SELLER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THIS P.O.**

**14. INDEMNIFICATION:** Seller agrees to indemnify, hold harmless and defend Advanced Imaging Group (and its officers, directors, employees, subsidiaries, affiliates, successors and agents) from and against any and all judgments, liabilities, damages, losses, expenses and costs (including, without limitation, court costs and attorneys' fees) which relate to or arise out of **(a)** Seller's design, manufacture, assembly, use, handling, sale or distribution of the Goods or Services; **(b)** the performance of this P.O. by Seller, its employees or agents, whether on or off Seller's premises; **(c)** Seller's breach of any representation, warranty or obligation hereunder; **(d)** Seller's actual or threatened violation of any law, rule or regulation of any governmental authority or agency (including, without limitation, any law relating to contamination by, or the actual or threatened release of, any hazardous or toxic substance, waste or pollutant); or **(e)** any act, omission or negligence of Seller, its employees or agents with respect to the performance of Seller's obligations to any third party. This indemnity will survive Advanced Imaging Group's acceptance of and payment for the Goods and Services hereunder and any termination of this P.O. This indemnity will not be limited in any manner whatsoever by insurance coverage maintained by Seller.

**15. REPRODUCTION OF DOCUMENTATION:** Advanced Imaging Group shall have the right, at no additional charge, to use, reproduce and /or incorporate in Advanced Imaging Group's literature all or portions of Seller's literature, including, without limitation, operating and maintenance manuals, technical publications, prints, drawings, training manuals and other supporting documentation and sales literature.

**16. QUIET USE:** Seller understands and agrees that: **(a)** the Goods are critical to Advanced Imaging Group's operations; **(b)** under no circumstances will Seller seek to terminate or otherwise limit or terminate Advanced Imaging Group's right to use the Goods or access any warranty services; and **(c)** its sole and exclusive remedy for any breach of this P.O. by Advanced Imaging Group is limited to money damages. In the case of any breach hereof by Advanced Imaging Group, Seller hereby waives its right to seek any injunctive relief that would interrupt or limit Advanced Imaging Systems' access to any Good or Service.

**17. WAIVER:** Advanced Imaging Group shall not be deemed to have waived any provision hereof, or any breach by Seller of any provision hereof, unless such waiver is specifically set forth in writing and executed by an authorized officer of Advanced Imaging Group.

**18. TERMINATION OF PURCHASE ORDER:** In the event of Seller's breach of any provision hereof, Advanced Imaging Group shall have the right to terminate this P.O. at any time without liability. Advanced Imaging Group shall also have the right to terminate all or part of this P.O., without cause, at any time by written notice, and Advanced Imaging Group shall pay reasonable termination costs in accordance with industry practice, provided that in no event shall the total amount payable by Advanced Imaging Group exceed the lesser of the price specified in this P.O. and demonstrable costs reasonably incurred prior to termination.

**19. PROPRIETARY INFORMATION:** All information obtained by Seller from Advanced Imaging Group or learned by Seller in connection with this P.O. or performance hereunder or relating in any way to

Advanced Imaging Group' business shall be received in confidence and remain the property of Advanced Imaging Group, and shall be used and disclosed by Seller only to the extent necessary for the performance hereunder.

**20. ADVANCED IMAGING SYSTEMS PROPERTY:** Seller will keep all property furnished by Advanced Imaging Group segregated and clearly marked, and Seller will maintain a complete inventory thereof. Seller assumes all risk of loss, destruction or damage to such property while in Seller's custody or control, and agrees to immediately notify Advanced Imaging Group of any loss, destruction or damage. Upon termination or completion of this P.O., Seller will deliver such property as directed by Advanced Imaging Group, in good condition subject to ordinary wear and tear.

**21. ADDITIONAL REMEDIES:** Any failure of Seller to comply with this P.O., whether material or not, shall constitute a breach hereof. In the event of any such breach, and in addition to any other remedies set forth herein, Advanced Imaging Group reserves the following rights against Seller: **(a)** to terminate and reject as much of Seller's performance that is nonconforming, or at Advanced Imaging Group's option, to terminate the whole order; and recover so much of the price as has been paid with respect to such termination or rejection; **(b)** to make covering purchases at Advanced Imaging Group's expense of any nonconforming Goods or Services and recover the cost thereof; **(c)** to recover all incidental and consequential damages; and **(d)** to recover from Seller the amount of any damage, injury or loss to Advanced Imaging Group resulting from any breach of warranty as to Goods or Services, any breach of the price or delivery terms hereof, or any other breach of any other terms of this P.O. The remedies herein specifically reserved shall be cumulative and in addition to any other remedies provided in this P.O. or by law or equity.

**22. INSURANCE:** Advanced Imaging Group does not provide theft, fire, or any type of insurance on Seller's property or equipment. Seller acknowledges that it is Seller's sole responsibility to insure Seller's property or equipment.

**23. GOVERNING LAW:** This Agreement shall be governed by and construed under the laws of the state Florida, without giving effect to any choice or conflict of law rules (whether of Florida or any other jurisdiction, state or country) that would cause the application of the laws of any jurisdiction or state or country, other than the State of Florida, United States. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to any purchase or sale made hereunder.

**24. NOTICES:** Any notice to be given under this P.O. shall be in writing and addressed to the party at the address stated in the front of this P.O. Notices will be deemed effective when delivered personally, when delivered by a national overnight delivery service, or three business days after being deposited in the United States mail (postage prepaid, registered or certified).

**25. ASSIGNMENT:** Seller's rights and obligations may not be assigned or otherwise transferred without Advanced Imaging Group's express prior written permission.

**26. MISCELLANEOUS:** This P.O. may not be amended except by written agreement of Seller and Advanced Imaging Group expressly referring hereto. If a court holds that one or more provisions of this P.O. is invalid, unenforceable, or void, then that ruling will not affect any other provisions of this P.O., and all other provisions will remain in full force and effect. Any obligations or duties contained in this P.O. which, by their nature or effect are required or intended to extend beyond the expiration or termination of this P.O. shall survive the expiration or termination of this P.O.