



1. DEFINITIONS

- 1.1 The "COMPANY" shall mean North Star Imaging, Inc.
- 1.2 The "CUSTOMER" shall mean the person, firm, company or other organization entering into the CONTRACT as defined in subsection 1.8 below.
- 1.3 The "GOODS" shall mean all items manufactured or supplied by the COMPANY.
- 1.4 The "INSPECTION SERVICES" shall mean all x-ray imaging services performed by COMPANY personnel on CUSTOMER SUPPLIED PARTS.
- 1.5 The "CUSTOMER SUPPLIED PARTS" shall mean all parts or other items provided by the CUSTOMER to the COMPANY for INSPECTION SERVICES as defined in subsection 8.2 below.
- 1.6 The "MAINTENANCE SERVICES" shall mean all specific advice and services performed by the COMPANY which are not INSPECTION SERVICES.
- 1.7 The "SERVICES" shall mean, collectively, all INSPECTION SERVICES and MAINTENANCE SERVICES performed by the COMPANY
- 1.8 The "CONTRACT" shall mean the agreement arising between the COMPANY and the CUSTOMER following receipt of the CUSTOMER'S order for the GOODS and/or SERVICES comprised in the COMPANY'S quotation or, if no quotation has been given, the agreement arising on dispatch by the COMPANY of a written acceptance of the CUSTOMER'S' order or shipment of the GOODS, which ever first occurs.

2. GENERAL

All CONTRACTS entered into by the COMPANY are subject to and governed solely by these terms and conditions of sale, which may only be varied by the COMPANY in writing. Acceptance of any purchase order by the COMPANY is expressly made conditional on assent by the CUSTOMER to any additional or different terms or conditions set forth herein.

3. PRICES AND QUOTATIONS

- 3.1 All quotations issued by the COMPANY for the supply of GOODS and SERVICES shall remain open for acceptance for the period stated in the quotation or, if none is stated, for ninety days.
- 3.2 In all other cases prices for GOODS to be supplied or SERVICES performed by the COMPANY shall be those in effect upon shipment or performance.
- 3.3 All prices quoted for the supply of GOODS and SERVICES shall be exclusive of sales, use and Retailers' occupation taxes and any other taxes or customs/excise duties and the COMPANY shall be entitled to charge the CUSTOMER (or be reimbursed for) these items at the applicable rate.
- 3.4 Unless otherwise agreed in writing the company shall charge the customer for packaging, carriage and any insurance requested by the CUSTOMER.

4. PAYMENT

- 4.1 Unless otherwise agreed in writing (i.e. proposal, quotation), payment of all invoices shall be made to the COMPANY in full in U.S. dollars no later than thirty days from the date of invoice. Down and/or progress payments may be required and payment may be required before progress resumes.
- 4.2 In the event of delay in payment, the COMPANY reserves the right to:
 - 4.2.1 suspend deliveries and/or cancel any of its outstanding obligations under the CONTRACT; and

4.2.2 levy a service charge to cover administrative and other associated costs in relation to overdue accounts at the rate of the lesser of 2% per month on all unpaid amounts or the maximum percentage permitted by applicable law.

- 4.3 The CUSTOMER shall have no right to set off any amounts owing to or alleged to be owing to it by the COMPANY against unpaid invoices due to the CUSTOMER.
- 4.4 The COMPANY shall have the right for reasonable cause to withdraw or refuse credit facilities or to require from the CUSTOMER cash on or before delivery or security for payment and to withhold delivery until such requirement is complied with.
- 4.5 Any claim or inquiry by the CUSTOMER in respect of the invoiced price of the GOODS or SERVICES must be submitted in writing to the COMPANY within the credit period referred to in subsection 4.1

5. DELIVERY

- 5.1 Unless otherwise agreed in writing between CUSTOMER and the COMPANY, all GOODS will be shipped Ex-Works (EXW) Rogers, MN USA.
- 5.2 The CUSTOMER shall ensure that adequate and safe facilities and procedures exist for receipt of the GOODS at its premises at the time of delivery by the COMPANY or its agent or carrier, and warrants to the COMPANY that the site where it intends to use the GOODS is suitable in all respects for their intended use and is licensed in accordance with any relevant local, state and federal regulations.
- 5.3 All delivery dates are quoted in good faith, but the COMPANY reserves the right to alter them notifying the CUSTOMER as soon as reasonably practicable. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR ECONOMIC LOSS OR DAMAGE DUE TO DELAY IN DELIVERY, HOWEVER CAUSED.
- 5.4 The CUSTOMER shall not be entitled unreasonably to delay delivery or refuse to accept delivery. However, if in the opinion of the COMPANY, the CUSTOMER:
 - 5.4.1 is not ready to receive the GOODS on the day intended, or
 - 5.4.2 fails to give the COMPANY adequate instructions, or
 - 5.4.3 fails to pick up GOODS intended for pick up, or
 - 5.4.4 fails to comply with the provisions of subsection 6.2 in whole or in part,

then the COMPANY shall be entitled to store, dispose of or otherwise deal with the GOODS in any way it thinks fit without being liable in any way for any resulting loss suffered by the CUSTOMER and to charge for any costs incurred. In addition, the COMPANY shall have the right to cancel the CONTRACT. If the CUSTOMER unreasonably delays delivery or refuses to accept delivery, the COMPANY shall be entitled to the full invoice price for the GOODS plus any costs of disposal, less the amount, if any, received by the COMPANY in disposing of or otherwise dealing with the GOODS.

5.5 The CUSTOMER shall promptly notify the COMPANY in writing in the event those GOODS does not arrive within seven days of their anticipated receipt.

6. ACCEPTANCE

- 6.1 In cases where the COMPANY is involved in the installation of GOODS, the CUSTOMER shall allow the COMPANY and its representatives proper access to the site during the installation period and following completion of installation, the GOODS shall be accepted by the CUSTOMER when they have been demonstrated to be in proper working order.
- 6.2 In all other cases, the CUSTOMER shall inspect the GOODS, within seven days of receipt and failure to notify the COMPANY in writing of any defect or other proper objection to the GOODS or their

packaging within such period shall constitute acceptance by the CUSTOMER.

- 6.3 Acceptance by the CUSTOMER shall be without prejudice to its rights under Section 10.

7. RISK AND TITLE

- 7.1 Unless otherwise agreed to in writing, Risk of loss in or damage to the GOODS shall pass to the CUSTOMER upon shipment.
- 7.2 Unless Otherwise agreed to in writing Title to the GOODS shall pass to the customer upon shipment.
- 7.2.1 The CUSTOMER agrees to allow the COMPANY to ship the GOODS to the destination using COMPANY approved carriers and methods.
- 7.3 Unless otherwise agreed to in writing, the COMPANY shall bear no risk of damage or loss related to CUSTOMER SUPPLIED PARTS.
- 7.4 In the event that the CUSTOMER enters into liquidation voluntarily or involuntarily, the COMPANY shall be entitled:
- 7.4.1 to immediately terminate the CONTRACT without notice and/or
- 7.4.2 to enter the premises of the CUSTOMER with such transport as may be necessary and repossess any of the GOODS to which it is entitled under subsection 8.3.
- 7.5 Nothing in this Section shall confer any right upon the CUSTOMER to return the GOODS or to refuse or delay payment for it.

8. SERVICES

- 8.1 Where the COMPANY is to perform MAINTENANCE SERVICES, the CUSTOMER shall ensure that:
- 8.1.1 adequate and safe facilities and procedures exist at its premises and that the COMPANY is notified in advance of any relevant regulations or statutory requirements that affects such premises.
- 8.1.2 where the MAINTENANCE SERVICES are performed outside the United States the COMPANY is notified in advance of any regulations, consents or statutory requirements it has to comply with, and
- 8.1.3 subject to subsection 8.1.2 it shall comply with all relevant regulations and provide all necessary licenses and certificates.
- 8.2 Where the COMPANY is to perform INSPECTION SERVICES, the CUSTOMER:
- 8.2.1 represents and warrants that CUSTOMER has rightful ownership of the CUSTOMER SUPPLIED PARTS.
- 8.2.2 represents and warrants that no consent is required from any third party prior to performing INSPECTION SERVICES on the CUSTOMER SUPPLIED PARTS.
- 8.2.3 shall supply the COMPANY, in advance, with copies of any and all relevant regulations or statutory requirements that may affect the handling of the CUSTOMER SUPPLIED PARTS.
- 8.2.4 agrees that, unless otherwise established in writing, the COMPANY will provide copies of images acquired through INSPECTION SERVICES but that any decision to accept or reject parts based on the scans shall be the sole responsibility of the CUSTOMER.
- 8.3 The COMPANY shall be entitled to refuse to perform the CONTRACT without liability if the provisions of subsection 8.1 or 8.2 are not strictly complied with by the CUSTOMER.
- 8.4 Where the COMPANY is to perform those SERVICES listed below; certain additional conditions shall apply to the CONTRACT, copies of which are available on request.
- 8.4.1 Consultancy and Design
- 8.4.2 Customs Synthesis and Labeling.
- 8.4.3 System Installation and/or Modification

9. WARRANTY

- 9.1 Certain items of GOODS manufactured and/or supplied by the COMPANY benefit from a long-term warranty, details of which will be made available to the CUSTOMER in writing at the time of quotation or prior to conclusion of the CONTRACT.
- 9.2 The COMPANY warrants that all GOODS will at the time of receipt by the CUSTOMER be free from defects and conform to the relevant technical specification and that all SERVICES will be carried out by the COMPANY with reasonable care and skill but the COMPANY'S sole liability for breach of this warranty shall be at its option to give credit for, replace or repair any GOODS or SERVICES PROVIDED THAT:
- 9.2.1 the COMPANY is informed in writing within seven days of the failure or defect becoming apparent, and
- 9.2.2 the failure or defect is shown to the COMPANY'S reasonable satisfaction to be due to its faulty design, workmanship, material or packaging.
- 9.3 The warranty in subsection 9.2 shall, except in the case of GOODS sold by the COMPANY for use in research (which GOODS are warranted at date of receipt only), extend for a period of 12 months from the date of receipt of the GOODS or completion of the SERVICES, provided that if a shorter warranty period is stated in the product literature, then such shorter period shall govern.
- 9.4 COMPANY warrants each new COMPANY system against defects in material and workmanship for a period of 12 months from the transfer of title from the COMPANY. If a component fails within the scope of this warranty, after inspection of the product at the factory, COMPANY, at its option, will either repair or replace the defective component. COMPANY acts as an agent, dealer and integrator for a number of components and equipment not of its own manufacture. Original manufacturer's warranties will apply to the end user on these components. During the 12-month warranty period, repair labor will be without charge - provided the repairs meet warranty terms and the work is performed during normal working hours (8 am to 5pm, Monday – Friday), excluding holidays. Standard labor charges apply to repairs performed outside of normal working hours. COMPANY'S sole obligation is to repair or replace equipment found to be defective. This does not extend to consumables or to damage resulting from accident, misuse, neglect, improper maintenance or improper application. Uses of accessories not provided with the equipment or damage caused by improper power or ambient conditions will not be covered. This warranty is void when service personnel not authorized by COMPANY perform installation, service, alterations or repairs on any part of the equipment. This warranty extends only to the first end user and is not transferable. Reconditioned or used equipment is sold "as-is" with no warranty unless otherwise indicated.

10. EXCLUSION and LIMITATIONS of LIABILITY

- 10.1 THE WARRANTIES OF THE COMPANY IN SECTION 9 ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, GUARANTEES, CONDITIONS, OBLIGATIONS OR LIABILITIES WHICH MAY BE EXPRESSED OR IMPLIED BY THE COMPANY OR ITS REPRESENTATIVES, ALL STATUTORY AND IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OTHER THAN TITLE, ARE HEREBY EXPRESSLY NEGATED AND EXCLUDED.
- 10.2 The COMPANY shall not be bound by any representations or statements on the part of its employees or agents whether oral or in writing except where such representations or statements are expressly made part of the CONTRACT.
- 10.3 The CUSTOMER shall give the COMPANY prompt written notice of any complaint of breach of warranty. The maximum liability for breach of warranty shall be the invoice price of the PRODUCT or the amount of money paid to the COMPANY for SERVICES, as applicable. Upon the COMPANY'S request, the CUSTOMER shall return the PRODUCT to the COMPANY at the COMPANY'S expense.
- 10.4 SAVE FOR THE WARRANTIES IN SECTION 9, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR ECONOMIC LOSS OR DAMAGE RELATING TO ITS GOODS OR SERVICES EXCEPT IN SO FAR AS SUCH LIABILITY RELATES TO DEATH OR PERSONAL INJURY RESULTING FROM THE COMPANY'S NEGLIGENCE.
- 10.5 The CUSTOMER shall ensure that the specification of the GOODS ordered is suitable and safe for the intended use or environment of

use except where it makes known details of such use to the COMPANY in writing prior to conclusion of the CONTRACT in such a way as clearly to place reliance on the COMPANY'S special skills.

10.6 The CUSTOMER shall handle the GOODS in a suitable and safe manner and shall comply with any instructions supplied to it by the COMPANY. The CUSTOMER shall also pass on to users (including purchasers and users of other goods and goods into which the GOODS are incorporated) all relevant safety information, and shall use best efforts to cause such users to exercise due care in the handling of the GOODS.

10.7 WHERE THE COMPANY EXPERIENCES TECHNICAL DIFFICULTIES IN THE PRODUCTION OF NON-STANDARD OR CUSTOM-MADE PRODUCTS IT MAY CANCEL THE CONTRACT WITHOUT BEING LIABLE TO THE CUSTOMER IN ANY WAY.

10.8 When the CUSTOMER supplies designs, drawings and specifications to the COMPANY to enable it to manufacture non-standard or customer made GOODS the CUSTOMER warrants that such manufacture will not infringe the intellectual property rights of any third party, and the COMPANY shall not be liable for any loss, damage or defect arising out of or resulting from such designs, drawings or specifications supplied by the CUSTOMER.

10.9 The CUSTOMER expressly acknowledges that the COMPANY is not a certified testing laboratory and that the COMPANY does not guarantee the correctness or completeness of its INSPECTION SERVICES. Accordingly, all risk and liability relating to the CUSTOMER SUPPLIED PARTS (including, but not limited to products liability) shall be retained exclusively by the CUSTOMER.

11. INDEMNITIES

11.1 The CUSTOMER shall indemnify and hold the COMPANY harmless from any actual costs or expenses (including, but not limited to reasonable attorneys fees and amounts paid in settlement of claims) related to any actual or threatened claim, which may be made against the COMPANY:

11.1.1 that the use of the GOODS constitutes a breach of the Occupational Safety and Health Act or related regulations or any other relevant state, federal or international safety legislation and regulations.

11.1.2 that the use of the GOODS or provision of SERVICES infringes the patent, copyright or other intellectual property rights of any third party,

11.1.3 by any third party for liability related to CUSTOMER SUPPLIED PARTS or the COMPANY'S provision of INSPECTION SERVICES.

11.1.4 arising out of the representations and warranties made by the CUSTOMER pursuant to this CONTRACT; or

11.1.5 arising out of the failure of the CUSTOMER to observe the terms of the CONTRACT.

11.2 The provisions of subsection 11.1 shall not apply where the claim arises as a direct result of (a) the gross negligence or willful misconduct of the COMPANY or its employees; or (b) the use of the GOODS is in accordance with the COMPANY'S written instructions.

12. STANDING ORDERS

12.1 Acceptance by the COMPANY of each standing and call off order received from the CUSTOMER for the supply and delivery of fixed quantities of GOODS and/or SERVICES at stated intervals or for the supply of fixed quantities of GOODS and/or SERVICES at intervals to be advised by the CUSTOMER shall constitute a single CONTRACT.

12.2 All such orders, once accepted, are subject to cancellation by the COMPANY (without liability on the part of the COMPANY) on giving thirty days prior written notice to the CUSTOMER, provided that the COMPANY may cancel without notice in the event that either:

12.2.1 the provisions of subsection 7.4 apply to the CUSTOMER, or

12.2.2 the CUSTOMER is in breach of subsection 4.1

13.1 The CUSTOMER shall only be entitled to cancel such orders on giving thirty days prior written notice to the COMPANY and after repayment to the COMPANY amount of any discount of special price reduction from which the CUSTOMER has benefited up to the date of cancellation.

13. FORCE MAJEURE

13.1 The COMPANY shall not be liable for any failure to fulfill the CONTRACT or any term or condition of the CONTRACT if fulfillment has been delayed, hindered or prevented by any circumstances beyond its reasonable control, including but not limited to any strike, lock-out or other industrial dispute, Act of God, compliance with requirements of any Government port or international authority, plant breakdown, goods failure and inability to obtain goods, fuel, power, materials or transportation.

13.2 The COMPANY shall promptly notify the CUSTOMER if an event of force majeure arises and during the period in which the COMPANY is prevented from performing the CONTRACT the CUSTOMER shall be entitled after giving the COMPANY written notice of its intention to do so to purchase GOODS elsewhere at its own cost and risk and the COMPANY shall not be obliged to make up deficiencies which arise as a result.

13.3 If an event of force majeure exceeds one month, the COMPANY may cancel the CONTRACT without liability.

14. MISCELLANEOUS

14.1 The failure of the COMPANY to enforce its rights under the CONTRACT at any time for any period of time shall not be construed as a waiver of any such rights.

14.2 The CUSTOMER undertakes not to use any trademarks or trade names applied by the COMPANY to the GOODS nor to do or permit anything whereby the goodwill and reputation of such trademarks or trade names is prejudiced or damaged.

14.3 Each party represents and warrants to the other that it is a "Merchant" as that term is defined in 12-104 of the Uniform Commercial Code.

14.4 Unless otherwise specified in writing in the CONTRACT, all intellectual rights existing or created in GOODS to be supplied or arising in the course of performance of SERVICES to be performed under the CONTRACT shall be the property of the COMPANY.

15. GOODS RETURN

15.1 Certain items of GOODS manufactured and/or supplied by the COMPANY benefit from a one-for-one GOODS return policy, details of which will be made available to the CUSTOMER in writing at the time of quotation or prior to conclusion of the CONTRACT.

15.2 In all other circumstances, return of GOODS supplied by the COMPANY will be subject to the prior written agreement of suitable terms (including recompense) by the COMPANY. Where a CUSTOMER returns GOODS without such prior written agreements such GOODS shall be returned to the CUSTOMER, who shall be charged fully for all costs incurred by the COMPANY.

15.3 In all cases where acceptance of returned GOODS has been agreed by the COMPANY, then the CUSTOMER shall be responsible for all charges incurred in returning such GOODS.

16. CANCELLATION POLICY

16.1 Orders for standard inventory items that are cancelled after acceptance by the COMPANY (or authorized distributor) are subject to a 25% restocking fee. All other items are non-cancellable and are subject to a charge of up to 100% of the original order value.

17. GOVERNING LAW

17.1 The contract shall be governed, interpreted and enforced by the laws of the State of Minnesota, USA without regard to conflict of law principles.