



Standard Terms and Conditions of Sale

1. **CONTROLLING DOCUMENT**-The acceptance of Buyer's order is expressly made conditional on Buyer's assent to the terms and conditions set forth herein, and ORIGINAL QUINTON NORTH AMERICA INC. agrees to furnish goods (the "Products") only upon these terms and conditions. This document constitutes the entire agreement between the parties. Differing terms and conditions shall require a separate written agreement. THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE ANY CONFLICTING TERMS CONTAINED ON BUYER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER. No course of prior or current dealings between the parties and no usage of trade shall be relevant to supplement or explain any term. Photocopies, electronic copies and facsimile transmissions of documents shall be effective as originals and shall be considered a "writing" between the parties. Acceptance of these Terms and Conditions by Buyer shall be confirmed upon shipment of Product.

2. **PRICE AND TAXES** - Buyer shall pay the standard price for Products published by ORIGINAL QUINTON NORTH AMERICA INC. on the date the order is placed or any price expressly quoted by ORIGINAL QUINTON NORTH AMERICA INC. in writing to Buyer. Price lists from ORIGINAL QUINTON NORTH AMERICA INC. are for general information and do not constitute a binding, open offer from ORIGINAL QUINTON NORTH AMERICA INC. for the sale of goods. A quote deviating from the standard price list is valid only for an individual order and for the time period specified in the quote. Pricing includes ORIGINAL QUINTON NORTH AMERICA INC. standard packaging and labels. Unless otherwise agreed in writing, pricing does not include applicable federal, state, local, use, excise or other taxes; customs, duties or any fee imposed by a governmental agency; or special packaging, labeling or delivery as set forth below. If exception from such taxes is claimed, Buyer must provide a certificate of exception at the time of order. In the event ORIGINAL QUINTON NORTH AMERICA INC. is required to prepay such taxes Buyer will reimburse ORIGINAL QUINTON NORTH AMERICA INC. for this cost. ORIGINAL QUINTON NORTH AMERICA INC. reserves the right to change the prices and specifications of its Products at any time unless otherwise agreed to in writing. Additional charges for non-self entered web based purchases may apply.

3. **SHIPMENT** - ORIGINAL QUINTON NORTH AMERICA INC. is committed to meeting customer requirements for Product delivery. Any shipping or delivery dates indicated by Buyer or ORIGINAL QUINTON NORTH AMERICA INC. are estimates only, and ORIGINAL QUINTON NORTH AMERICA INC. shall have no liability to Buyer for failure to

complete or deliver an order by the date indicated or for any of Buyer's incidental or consequential damages arising from a delay. ORIGINAL QUINTON NORTH AMERICA INC. shall ship Product to Buyer F.O.B. place of shipment, with packaging and carriers as designated by ORIGINAL QUINTON NORTH AMERICA INC. unless otherwise specified in writing between the parties. ORIGINAL QUINTON NORTH AMERICA INC's title to Product passes to Buyer upon delivery of Product to the carrier for shipment, with carrier acting as Buyer's agent. ORIGINAL QUINTON NORTH AMERICA INC. will not consider any claim for non-conforming Product or shortages ("Non-Conformance") unless Buyer complies with the notice and authorization requirements set forth at Paragraph 6. Buyer may not return Product without ORIGINAL QUINTON NORTH AMERICA INC. written authorization. If a return is authorized, Buyer shall return all Non-Conforming product within ten (10) days after receipt of authorization, and shall ship the Product point of destination F.O.B. Returns of all conforming Product are subject to a restocking charge of 10% computed at original invoice value. All products sought to be returned must be within the lot expiry period and received not later than ninety (90) days after originally shipped by ORIGINAL QUINTON NORTH AMERICA INC. All returns must be consigned to ORIGINAL QUINTON NORTH AMERICA INC. Distribution Center at 6900 Aragon Circle, Buena Park, CA 90620 unless otherwise directed by ORIGINAL QUINTON NORTH AMERICA INC. ALL UNAUTHORIZED RETURNS BECOME THE PROPERTY OF ORIGINAL QUINTON NORTH AMERICA INC. AND NO CREDIT WILL BE ISSUED. Product for which delivery is suspended pending payment by Buyer as well as Product of which delivery is wrongfully rejected or not accepted by Buyer, shall be held and stored by ORIGINAL QUINTON NORTH AMERICA INC. at risk and expense of Buyer. *Special delivery terms*; expedited delivery will be an additional fee. Specially requested deliveries in ORIGINAL QUINTON NORTH AMERICA INC. nonstandard packages shall be subject to additional charges.

4. TERMS OF PAYMENT - Payment for Product shall be due at the time of the placement of the order or the payment date stated on the invoice. Unless otherwise indicated in writing, each shipment shall be considered an independent transaction and payment therefore shall be made accordingly. All orders are subject to approval of ORIGINAL QUINTON NORTH AMERICA INC. credit department. If in the judgment of ORIGINAL QUINTON NORTH AMERICA INC., the financial condition of the Buyer at any time does not justify continuance of shipment on the terms of payment specified, ORIGINAL QUINTON NORTH AMERICA INC. may require full or partial payment in advance. In the event of bankruptcy or insolvency of Buyer, or in the event of any proceeding brought by or against Buyer under insolvency laws, ORIGINAL QUINTON NORTH AMERICA INC. shall be entitled to cancel any order of the Buyer then outstanding and shall receive reimbursement from Buyer for its costs to date of cancellation. Buyer authorizes ORIGINAL QUINTON NORTH AMERICA INC. to investigate Buyer's credit and financial standing, and at ORIGINAL QUINTON NORTH AMERICA INC. request shall provide ORIGINAL QUINTON NORTH AMERICA INC. with financial information before, during or after fulfillment of any order. ORIGINAL QUINTON NORTH AMERICA INC. shall maintain a security interest in the Product (and replacement) delivered hereunder and in the proceeds from the sale and disposition thereof, until Buyer has made payment in full for such Product, should a payment plan be in place. ORIGINAL QUINTON NORTH AMERICA INC. has the right, upon

demand, to repossess goods delivered hereunder if Buyer fails to make timely payments or pre-payment has been rejected. All payment shall be made without any deduction and free of any set-off or other counterclaim.

5. **INSPECTION** - Buyer shall be responsible for inspecting and examining all Products shipped hereunder prior to acceptance. Buyer shall give ORIGINAL QUINTON NORTH AMERICA INC. written notice specifying the alleged Non-Conformance if rejection is intended within five (5) days following delivery to Buyer. Failure by Buyer to provide such written notice of rejection within five (5) days of delivery shall be deemed to be acceptance of the Product by Buyer as of the date of shipment. Any resale, commingling, alteration or incorporation of the Product by Buyer shall be deemed acceptance of the Product as of the date of shipment.

6. **WARRANTY** - There are no express warranties hereunder. The Products will meet their published specifications when used in accordance with their applicable instructions and stored correctly. The liability of ORIGINAL QUINTON NORTH AMERICA INC. is limited, at ORIGINAL QUINTON NORTH AMERICA INC.'s option, solely to replace the Product, or apply an appropriate credit adjustment not to exceed the sales price to Buyer, provided that (a) ORIGINAL QUINTON NORTH AMERICA INC. is promptly (within five (5) days of receipt of allegedly Non-Conforming Product) notified in writing by Buyer setting forth the alleged Non-Conformance, date of purchase, date of receipt, and invoice number, (b) Buyer shall set aside and hold such Product without further use or processing until ORIGINAL QUINTON NORTH AMERICA INC. advises Buyer as to the proper disposition of the Product; and (c) the Non-Conforming Product is returned to or inspected by ORIGINAL QUINTON NORTH AMERICA INC, and ORIGINAL QUINTON NORTH AMERICA INC. examines such Product to its satisfaction and determines that such Non-Conformance exists, and was not caused by negligence, misuse, improper storage, or accident. Buyer shall have no right to "cover" by procuring substitute goods at the cost of ORIGINAL QUINTON NORTH AMERICA INC.

ORIGINAL QUINTON NORTH AMERICA INC. MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED. ORIGINAL QUINTON NORTH AMERICA INC. EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ORIGINAL QUINTON NORTH AMERICA INC. ORIGINAL QUINTON NORTH AMERICA INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ORIGINAL QUINTON NORTH AMERICA INC. ANY OTHER LIABILITIES. UNDER NO CIRCUMSTANCES SHALL ORIGINAL QUINTON NORTH AMERICA INC. BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY KIND OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGE, LOSS, OR EXPENSE.

Buyer's remedies under this agreement shall be limited to replacement of the Product that failed to conform to the warranty. This warranty section sets forth the sole and exclusive remedy against ORIGINAL QUINTON NORTH AMERICA INC. for the furnishing of Non-Conforming Product. No action may be taken against ORIGINAL QUINTON NORTH AMERICA INC. for breach of this agreement more than one (1) year after the accrual of a cause of action.

7. INDEMNIFICATION - Buyer shall indemnify and hold ORIGINAL QUINTON NORTH AMERICA INC. harmless from and against any and all damage, losses, costs (including attorney's fees), expenses, claims, demands and liabilities arising out of or in connection with the Products, Buyer's use thereof and/or Buyer's use or application of any information disclosed or provided on behalf of ORIGINAL QUINTON NORTH AMERICA INC.

8. INTELLECTUAL PROPERTY - All specifications, designs, data, information, methods, patterns, and ideas made, used, conceived, developed or acquired by ORIGINAL QUINTON NORTH AMERICA INC. incident to its performance under this agreement and all patent, trade-secret, know how, copyright, trademark or other proprietary rights therein shall be the exclusive property of ORIGINAL QUINTON NORTH AMERICA INC. and no part of the purchase price hereunder shall be deemed applicable to the foregoing unless otherwise agreed to in writing by ORIGINAL QUINTON NORTH AMERICA INC.

9. FORCE MAJEURE - ORIGINAL QUINTON NORTH AMERICA INC. shall be relieved of the performance of its obligations for the duration and to the extent that it is prevented in the performance of its obligations by reasons of force majeure. For purposes of this clause, force majeure is defined as circumstances or events which have not been foreseen at the time of entering into this transaction, which are not the fault of ORIGINAL QUINTON NORTH AMERICA INC. and which prevent the performance of all obligations hereunder and which are not capable of being remedied. Force majeure events include, but are not limited to, acts of God, acts of war, acts of Government, acts of Buyer, inability to obtain necessary labor, materials or manufacturing facilities, blockades, revolutions, industrial disputes and commercial impracticality.

10. ASSIGNABILITY - This contract is personal to the parties hereto and shall not be assigned to any third party by either the Buyer or ORIGINAL QUINTON NORTH AMERICA INC. without the other party's written consent.

11. LAW AND JURISDICTION - This agreement shall be deemed made in California and governed in all respects by California Law. The parties to this agreement irrevocably consent to the jurisdiction of the courts of the State of California.

By signing below, you agree to the terms and conditions of resale.
(Fax to:1-714-522-7195 or Email to registration@originalquinton.com)

Original Quinton North America Inc.

Name of Health Professional: _____

Signature of Health Professional: _____

Company Name: _____ **Date of Signature:** _____