

INTERNATIONAL MEDICAL EQUIPMENT & SERVICE A DIVISION OF RICHARDSON HEALTHCARE

TERMS AND CONDITIONS OF SALE PARTS

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").

ALL PARTS (WITH THE EXCEPTION OF XRAY TUBES) ARE SOLD WITH A 30 DAY WARRANTY UNLESS OTHERWISE STATED. WARRANTY BEGINS ON THE DATE OF SHIPMENT. WITH THE EXCEPTION OF WARRANTY TERMS MENTIONED ABOVE, ALL PARTS ARE SOLD AS IS, AND INTERNATIONAL MEDICAL EQUIPMENT & SERVICE ("IMES") MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE PARTS SOLD UNDER THIS POLICY AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXCHANGE PART ORDER: EXCHANGE parts are identified as such at the time of sale and are noted on invoice, along with EXCHANGE #, which must be included in exchange part shipment. Freight charges/taxes/duties for the return shipment are the responsibility of the Customer. For items sold on an EXCHANGE basis, Customer must return a like, repairable item to IMES within fifteen (15) calendar days of delivery confirmation for domestic shipments and within twenty-five (25) calendar days of delivery confirmation for international shipments. All Exchange parts not returned by the due date will incur additional billing. Additional billing will be calculated as the difference between the OEM Outright Price and the Purchase Price, and may only be reduced at the discretion of IMES.

RETURN POLICY: Part(s) may be returned within ten (10) days of shipment provided the Quality Seal has not been broken. Prior to shipping a return part to IMES, Customer must first request a return merchandise authorization (RMA) number by calling (704) 739-3597. If the part(s) are not returned with a valid RMA number, the return will be null and void, and the original price will be billed. No credit will be issued until the part has been received by IMES and has gone through our verification/testing procedure.

RESTOCK FEE: Unless otherwise agreed to in writing by IMES, restocking fees apply as follows: 20% if unopened; 25% if opened. IMES allows restocking of parts up to ten (10) days after date of shipment.

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.

WARRANTY CLAIMS: Warranty covers part(s) only; labor charges to replace part(s) will be additional. IMES must be notified within 30 days of shipment for warranty claim. Warranty part must be returned to IMES within five (5) days of warranty claim, or additional charges will apply. Replacement of the warranty part(s) must be furnished by IMES, otherwise the warranty claim will be null and void, and original pricing will be applicable. Customer must call for an RMA if return request is outside the warranty period. **Warranty does not apply to part(s) damaged or destroyed due to: (a) the equipment being operated outside of its operational limits listed in the original manufacturer's manual, including temperature limits; (b) service performed by any individual not authorized or certified to install the purchased part; (c) accident, abuse, misuse, flood, fire, earthquake, or other Acts of God beyond IMES' control.**

DOA CLAIMS: All Dead on Arrival ("DOA") parts must be called in to IMES within 48 business hours after date of receipt of the part(s) for issuance of an RMA#. Replacement of the DOA part(s) must be furnished by IMES, otherwise the DOA claim will be null and void, and original pricing will be applicable. DOA part(s) must be returned with valid RMA#. No credit for DOA parts will be issued until the DOA part has gone through IMES' verification and testing procedure, which may take up to 15 days. Please return the completed DOA report form sent to you with the RMA# in the return DOA shipment.

TAXES: Taxes, customs charges, and duties are the responsibility of the Customer.

SHIPMENT AND RISK OF LOSS/TITLE: Unless otherwise stated, all parts and equipment will be shipped F.O.B. Seller's warehouse, with freight/shipping charges at the Customer's expense. Risk of loss shall pass to Customer once the part(s)/equipment are picked up by carrier. Title shall pass to Customer once IMES has received full payment for the part(s)/equipment.

LIMITATION OF LIABILITY: Seller's aggregate liability arising out of or in any way related to the products shall not exceed the payment, if any, received by Seller for the products furnished or to be furnished, as the case may be, which is the subject of the claim or dispute. In no event shall Seller be responsible for incidental, special, consequential or punitive damages, or any damages resulting from loss of use, data or profits, whether in contract, tort, strictly liability or however caused, even if advised of the possibility of such damages. These limitations shall apply notwithstanding any failure of the essential purpose of any limited remedy.

DISPUTES: All disputes under any contract with Seller shall be resolved in a court of competent jurisdiction in or for Kane County, Illinois, and/or in a court specified by Seller in order to secure jurisdiction over third parties. Customer hereby consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. No action, regardless of form, arising out of or in any way connected with the Products may be brought by Customer more than one year after the cause of action has accrued.

MISCELLANEOUS: Any assignment by Customer of any part of an order hereunder without the written consent of Seller shall render the order void and shall relieve Seller of any future performance responsibilities. These Terms together with any other documents incorporated herein by reference constitute the entire agreement between the parties hereto pertaining to the Products and expressly supersede any and all prior written or oral agreements or understandings. These Terms may only be modified in writing signed by the parties. No course of prior dealings, written or oral, between the parties, no usage of trade nor acceptance or acquiescence in a course of performance rendered under this Agreement shall be considered a waiver of any future rights under this Agreement, nor shall be relevant to supplement, explain or be relevant to determine the meaning of the terms of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. If any part, provision or clause of these Terms, or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or applications of these Terms remaining, and to this end the Terms shall be treated as severable. Customer agrees to comply fully with all laws and regulations concerning the purchase and sale of products. In particular, Customer agrees to comply with the Export Administration Regulations of the United States in so far as they apply to the sale of products. Unless otherwise agreed in writing, these Terms shall be governed by and construed under the laws of the State of Illinois, USA.