



IOS Standard Terms & Conditions of Sale

All products and services provided by Innovative Oncology Solutions, Inc. ("IOS") to any customer or end user ("Buyer") are subject only to the terms and conditions stated herein. By acceptance of products or services from IOS, Buyer accepts and agrees to be bound by these Terms and Conditions and agrees that, unless otherwise specified by separate written agreement between Buyer and IOS, these terms and conditions, together with the item, quantity, delivery and other terms in IOS's order acknowledgment, shall constitute the entire agreement between the parties. Buyer's acceptance of products or services hereunder shall be deemed a waiver of any different or additional terms in any documentation furnished by Buyer. Any modification of these terms and conditions must appear in a separate negotiated agreement signed by an officer of IOS.

1. Offer and Acceptance

All IOS proposals are valid for the period stated therein, or a period of 90 days, whichever is later, and are subject to modification by IOS up to and including the date of Buyer acceptance. Prices do not include sales tax. Buyer shall be responsible for any applicable taxes and cost of freight, which will be added to the IOS invoice at the time of transmission to Buyer. All customer purchase orders are subject to acceptance by Innovative Oncology Solutions, Inc. ("IOS"), in Germantown, TN. Buyer agrees to accept partial delivery by IOS, and payment will be due on a pro rata basis. Orders for IOS products must be in electronic writing (email .pdf or facsimile), and will be accepted only by electronic confirmation or product shipment. IOS reserves the right to withhold product shipment in the event of Buyer's payment delinquency. All orders are subject to IOS's credit check of Buyer, and IOS reserves the right to modify payment terms or require pre-payment if IOS finds Buyer's financial condition to warrant such modification.

2. Terms of Payment

Net thirty (30) days from date of invoice, which is the date of shipment from IOS. IOS reserves the right to charge a service charge of 1.5% per month (or the maximum rate permitted by law, if less) on unpaid balances over thirty days. Purchaser agrees to reimburse IOS for any legal or collection fees incurred by IOS to collect amounts to which it is entitled.

3. Product Specifications

IOS reserves the right to change or modify product specifications for its standard products in its sole discretion from time to time provided, however, that no such change or modification shall be applicable to orders previously accepted by IOS. Changes in specifications to custom products shall be made only with prior mutual agreement of Purchaser and IOS.

Buyer shall be solely responsible for validation of all IOS products, and Buyer retains full responsibility for the accurate calibration and safe transmission of radiation to any third party.

4. Warranty, Disclaimer and Limitation of Liability

All products not manufactured by IOS are subject only to the original manufacturer's warranty. IOS has no warranty liability for products supplied by third parties.

IOS warrants its Products from date of shipment to be free from defects in workmanship and material, and in material compliance with all published product specifications in effect on the date of shipment for a period of thirty (30) days for supplies, or for twelve (12) months for equipment. During the warranty period IOS shall, at its option, replace any products shown to IOS's reasonable satisfaction to be defective at no expense to the Purchaser or refund the purchase price. The foregoing remedies shall be Purchaser's sole and exclusive remedies under this warranty. In the event that Purchaser makes any modifications or alterations to the Products, the foregoing warranties shall be void and of no further force or effect. EXCEPT FOR THE FOREGOING WARRANTIES, THE PRODUCTS ARE SOLD AS-IS AND WITHOUT ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER. IOS HAS NOT MADE AND DOES NOT MAKE ANY OTHER REPRESENTATION, WARRANTY, GUARANTY, OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE DESIGN, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF THE PRODUCTS IN ANY RESPECT, UNDER NO CIRCUMSTANCES AND IN NO EVENT WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE SHALL IOS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC LOSS. IN NO EVENT SHALL IOS'S LIABILITY TO THE PURCHASER WITH RESPECT TO THIS WARRANTY WITH RESPECT TO THE PURCHASE OF A PRODUCT EXCEED THE PURCHASE PRICE FOR SUCH PRODUCT.

5. Returns

Purchaser must obtain a return authorization number from IOS Customer Service prior to returning any products. To qualify for credit, products must be returned, transportation prepaid, within thirty (30) days of original shipment date in same condition as received, and in original cartons. Restocking charges may be imposed for any product which is returned after more than 30 days from the original shipment date.



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6. Taxes
The amount of any present or future federal, state, or local taxes required to be collected or paid by IOS will be added to the invoice and paid by the Purchaser. Tax exempt institutions must provide IOS with a signed tax exemption certificate prior to date of invoice, or taxes will be added to the invoice.
7. Shipment and Handling Policies
All products are sold F.O.B. IOS's Germantown, TN facility, and shipped via United Parcel Service or best way, unless specified in advance per below. Taxes, freight, duties, insurance and shipping charges will be invoiced to Buyer. IOS reserves the right to make deliveries through its own means where possible. IOS shall not be liable and assumes no responsibility for any loss or damage sustained by Purchaser due to inability to meet a specified delivery date. Shipping discrepancies must be reported within ten (10) days from receipt of merchandise.
8. Cancellations
Custom orders cannot be cancelled after acceptance by IOS except upon terms that will fully compensate IOS's incurred costs for materials that cannot be used in other devices.
9. Force Majeure
IOS shall not be liable for loss, damage, delay, or failure to deliver caused by accident, labor disputes, flood, earthquakes, riots, fire, civil commotion insurrection, war, the elements, embargoes, failure of carriers, inability to obtain transportation facilities, government regulations, acts of God or the public enemy or limitations of IOS or its suppliers, production or marketing activities or any other causes or contingencies beyond its control.
10. Entire Agreement, Amendments, Special Terms
This Agreement contains the entire and only agreement between the parties respecting sale of products referred to herein, and all prior and collateral representations, promises and conditions in connection therewith are superseded hereby. No modification waiver or termination of any provisions contained in this Agreement or any future representation, promise or conditions in connection with the subject matter hereof shall be binding upon IOS or Purchaser unless made in writing and signed by an officer or other authorized representative thereof. In some case, a GPO contract may supersede the terms & conditions herein.
11. Choice of Law
This Agreement shall be interpreted and construed in accordance with the laws of the state of Delaware except where strictly prohibited by applicable law.
12. Confidentiality
Customer shall keep in confidence all information, including but not limited to pricing, technical data, product descriptions, and any other information which is readily and reasonably identifiable as confidential based on its nature and/or the circumstances of its disclosure. For clarification only, this shall include information provided verbally. Such information shall not be disclosed to any third parties or employees, except for employees who are directly involved in the operation of the purchased equipment. Upon unauthorized disclosure of pricing information to any third party, including but not limited to MD Buyline or any consulting service, Buyer expressly forfeits any discounting provided by IOS on that product and agrees to pay IOS's full MSRP for said product. It is agreed that any breach of this Section may cause IOS irreparable harm for which recovery of damages would be inadequate, and that such parties will be entitled to seek injunctive relief to prevent any violation, threatened or actual, of this article, even if monetary damages are available and readily quantifiable, and without proof of actual damage.