

Document Number	Title	Issue Number
103M002	Standard T&Cs of Sales	0

STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND APPLICATIONS

1.1. Definitions:

- 1.1.1. "**Company**" - means Ariane Medical Systems Limited.
- 1.1.2. "**Purchaser**" - means the person specified in the quotation.
- 1.1.3. "**Products**" - means the equipment identified in the quotation by catalogue number, title or description to be sold by the Company and excludes any other equipment, documentation, software, tools or service.
- 1.1.4. "**Operating Package**" - means Operating Documentation, Operating Software, Operating Tools and Basic Service Software.
- 1.1.5. "**Services**" - means the site planning, installation, recommendation and other services or advice specifically identified in the quotation to be performed by the Company and excludes any other services or advice.
- 1.1.6. "**Site**" - means the location specified in the quotation at which the products are to be delivered.
- 1.1.7. "**Installation Area**" means the precise location at the Site in which the Products are to be installed and used.
- 1.1.8. "**Software Licence**" - means the non-exclusive software licence in terms of the example attached hereto to be entered into by the Purchaser which authorises the Purchaser use of the Software or proprietary data specifically identified in the quotation in connection with the Products in the Installed Area for the provision of healthcare services.

1.2. Application - these conditions and any special conditions specified in the quotation apply to the proposed sale and any other conditions are objected to and excluded and shall not be binding on the Company unless accepted by it in writing.

1.3. Validity - the quotation shall expire at the end of the period specified therein unless withdrawn before that time. If no period is specified, then the validity shall be 60 days from the date of issue by the Company.

1.4. Acceptance - orders and modifications of quotations by the Purchaser shall not be binding on the Company unless accepted by it in writing. Until acceptance of an order from the Purchaser quotations are subject to withdrawal or modification by the Company at any time.

1.5. The Purchaser shall be deemed to have accepted the quotation and these conditions without modification on signature of the quotation, communication to the Company of any order, instruction to proceed, intent to purchase or acknowledgement of delivery or use of any part of the Products.

2. PRICES

2.1. Prices stated in the quotation will remain valid after the acceptance of the order from the Purchaser until the delivery date stated in the quotation.

Document Number	Title	Issue Number
103M002	Standard T&Cs of Sales	0

2.2. Prices do not include delivery to the Site (unless otherwise agreed). The Purchaser shall reimburse the Company for the cost of any special delivery services and facilities requested by the Purchaser.

2.3. If delivery is delayed beyond the date specified in the quotation through no fault of the Company then the prices may be subject to increase. If no agreement on the price increase is reached between the Company and the Purchaser before the actual delivery date or within forty five (45) days after the original delivery date, if earlier, then the Company may increase the prices at the rate of 1% per month of delay beyond the original delivery date.

2.4. Unless otherwise specified in writing the prices of upgrades assumes the return to the Company of superseded components previously supplied in exchange for the upgrade components.

3. TAXES

Unless otherwise stated, the prices do not include any Value Added Tax, Sales Taxes or Import Taxes whatsoever. To the extent that any such Taxes are properly chargeable on the supply to the Purchaser of any goods or services provided by the company, the Purchaser shall pay such Taxes as an addition to payments otherwise due to the Company or recognised tax authorities in the country of sale. In lieu thereof, the Purchaser may provide the Company with a Tax Exemption Certificate or Registration Certificate acceptable to the taxing authorities.

4. PAYMENTS

4.1. Payment of the contract price shall become due in accordance with the payment terms stated in the quotation.

4.2. Should any payment not be received by the Company on the due date, the Company reserves the right to charge interest on such overdue amount from the due date to the date of actual receipt at the rate of 4% above the base rate per annum of HSBC Bank plc, calculated on a daily basis and such interest shall be a liquidated debt due from the Purchaser to the Company payable on demand.

4.3. If delivery is delayed by the Purchaser, payments due on delivery shall become due on the date when the Company shall advise the Purchaser that Products are ready for delivery. Should such delay in delivery result in adjustment of prices, payments becoming due in accordance with this paragraph shall be calculated provisionally and made on the basis of prices stated in the quotation, the balance becoming due upon actual delivery.

4.4. If manufacture is delayed by the Purchaser, payment shall be due from the Purchaser according to the percentage of manufacture completed as advised to the Purchaser and provisionally calculated based upon the prices stated in the quotation.

Document Number	Title	Issue Number
103M002	Standard T&Cs of Sales	0

4.5. Where any part of the payment is dependent upon installation of the Products and commencement of installation is delayed for any reason for which the Company is not responsible, the thirtieth (30th) day from date of delivery to the Purchaser shall (for this purpose only) be considered as the date of completion of installation and the terms of payment shall apply as of that date.

4.6. In the event that the contract is terminated in accordance with paragraph 11.3 or the Purchaser wishes to terminate the contract then any deposit of down payment made by the Purchaser may be retained by the Company as contribution towards the reasonable and appropriate termination charges of the Company which are to be paid in full by the Purchaser without prejudice to any other rights the Company may have at law or in equity.

4.7. The parties agree that the termination charges shall be equal to at least 15% of the contract price before taking into account any special circumstances of the transaction.

5. DELIVERY, TITLE AND RISK

5.1. The Company shall deliver the Products to the site. Partial deliveries shall be permitted. Delivery dates stated in the quotation are estimates and are subject to prompt receipt by the Company of all material and information necessary to proceed.

5.2. The Company shall notify the Purchaser of the actual delivery date and the Purchaser shall provide, at its cost, clear access for unloading and (if required) a suitably secure and environmentally controlled place for storage of the Products at the Site and necessary lifting and moving equipment. The Purchaser shall be responsible for the additional costs incurred by the Company as a result of any failure by the Purchaser to provide the required facilities.

5.3. Title to the Products and to any Operating Documentation and Operating Tools shall transfer to the Purchaser when they are off-loaded at the Site, unless payment as defined in section 4 shall remain outstanding in which case title will pass to Purchaser on full payment.

5.4. Risk of loss of or damage to the products shall pass to the Purchaser upon delivery at the Site or into storage which ever occurs first.

6. STORAGE

6.1. The Company shall notify the Purchaser when the Products are ready for delivery. If the Purchaser does not give the Company sufficient delivery information or access to enable it to make delivery within fourteen days after the notification, or if the Purchaser then requests the Company to delay delivery of the Products, the Company shall arrange storage and insurance against loss or damage at full replacement value. Charges for such storage and insurance of the products during storage and additional loading and unloading and transportation shall be borne by the Purchaser and shall be payable to the Company upon demand.

Document Number	Title	Issue Number
103M002	Standard T&Cs of Sales	0

6.2. If, after delivery of the Products, installation by the Company shall be delayed or interrupted for any reason, the Purchaser shall provide, at its own expense, appropriate storage for the Products.

7. MANUFACTURE AND FINAL ASSEMBLY

7.1. The Products shall be supplied in accordance with manufacturer's specifications as described in the relevant product data sheet and in accordance with the applicable compliance standards legally enacted and in effect as at the date of quotation.

7.2. All Products to be supplied will generally be of new manufacture. In the event that any refurbished components are utilised, they shall be subject to the same incoming inspection and quality control procedures as all other materials used in the manufacture of the products and shall be warranted to the same extent as all other components.

8. INSTALLATION

8.1. If specified in the quotation the Company shall install the products in the Installation Area which is to be constructed and prepared by the Purchaser and to which the Company is to be given safe access as and when required to perform the installation work.

8.2. The Purchaser shall construct and prepare at its costs the Installation Area in accordance with the Company's installation specification and complete the same ready for Installation of the Products before the delivery date.

8.3. After preparation of the Installation Area the Company shall assemble the products and interconnect, adjust, test and check out all Products utilising the manufacturer's specified test procedures and instruments.

8.4. Test criteria shall be the Company's published equipment acceptance specifications. Upon the satisfactory completion of testing demonstrating compliance with the appropriate acceptance specifications (with any permitted variations) the Company shall issue a handover Certificate which shall be conclusive evidence of such compliance and thereupon installation of the Products shall be deemed to be complete.

8.5. The Purchaser shall be entitled to be present at and to witness the testing and shall not be entitled to raise any objection to testing carried out or to the results thereof if the Purchaser failed to attend when advised that testing was to take place.

9. CORRECTION OF DEFECTS

9.1. The Company undertakes:

9.1.1. To deliver Products free from manufacturing and material defects and conforming to the appropriate product specification; and

Document Number	Title	Issue Number
103M002	Standard T&Cs of Sales	0

9.1.2.To perform Services with reasonable competence in accordance with generally accepted good practice; and

9.1.3.To delivery Operating Documentation and Operating tools (if any) free from physical defects.

9.1.4.If any of the Products delivered or Services performed or Operating Documentation or Operating tools fail to meet these standards then the Company shall correct such failure and the liability of the Company in respect thereof shall be limited in accordance with the provisions of the warranty statement attached hereto and incorporated herein.

9.2. In the event that a warranty statement is not attached hereto then the Products are to be sold without any warranty.

9.3. The obligations that a warranty statement is not attached hereto means that the Products are to be sold and the Services to be performed and the Operating Documentation and Operating Tools delivered as is and with all faults and without any obligation or liability of the company in respect of any defects or failures therein.

9.4. Except as specified in the Warranty Statement and the Software Licence (if applicable) no other condition or warranty whether written, oral, express, implied or statutory (including merchantability and fitness for a particular purpose), shall apply to the supply of Products, Services and the Operating Package by the Company.

10. PATENTS

10.1. The Company warrants that the Products furnished hereunder and each part thereof shall be delivered free of any rightful claim of any third party for infringement of any United Kingdom patent or foreign counterparts thereof. If notified promptly in writing following the Purchaser's receipt of notice of any claim of infringement and given authority, information and assistance the Company shall defend, or may settle, at its expense, any suit or proceeding against the Purchaser so far as based on a claimed infringement which would result in a breach of this warranty, and the Company shall pay all damages and costs awarded therein against the Purchaser due to such breach.

10.2. In case of any finding of infringement and the intended use is enjoined, the Company shall, at its expense and option, either procure for the Purchaser the right to continue using the infringing item or replace same with a non-infringing item or remove it and then refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by the Purchaser. The foregoing states the entire liability of the Company and the Purchaser's sole remedy for patent infringement by the Products and the Operating Package or any part thereof.

10.3. The preceding paragraphs shall not apply to any product manufactured to Purchaser's design or to the use of any Product in conjunction with any other

Document Number	Title	Issue Number
103M002	Standard T&Cs of Sales	0

product in a combination not furnished by the Company as a part of the transaction. As to any such product, part or use in such combination, the Company shall be under no liability whatsoever for patent infringement and Purchaser will hold the Company harmless against any claims arising therefrom.

11. DELAY IN PERFORMANCE

11.1. The Company shall not be liable for any delay or failure in performance of its obligations due to causes beyond its reasonable control including, but without limitation, delay or failure caused by the Purchaser or any third party, acts of God, acts of Civil or Military authority, priorities, strikes or other labour disturbances, floods or other extreme weather conditions, epidemics, war, riot, delays in transportation or inability to obtain or delay in obtaining suitable labour, materials, components, services or facilities or other commercial impracticability and the time for performance by the Company shall be extended for such period as the Company may require to overcome the circumstances causing the delay or failure and the Company shall be entitled to adjust the prices to compensate it for the reasonable and allocable increased costs resulting from the delay or failure.

11.2. As soon as it becomes aware of the occurrence and effects of any such circumstances of delay or failure the Company shall inform the Purchaser and shall specify a revised performance date as soon as practicable.

11.3. If the delay or failure continues for a period of more than sixty (60) days after the due date for performance and the parties have not agreed on a revised plan for completing the work, including adjustment of the prices, then either party (except when delay or failure has been caused by the Purchaser in which case only the Company) upon written notice to the other may terminate the order and thereupon the Purchaser shall pay to the Company its reasonable and appropriate termination charges.

12. DAMAGE AND LIMITATIONS OF LIABILITY

12.1. The Company will indemnify the Purchaser in respect of direct damage or injury to the property of the Purchaser or of others (excluding the Products) and personal injury or death to the extent caused by the negligence of the Company or its employees while on the premises of the Purchaser for the purpose of installing the Products but not in respect of any other circumstances or damage.

12.2. The parties agree that:

12.2.1. The liability of the Company for damage to the property of the Purchaser howsoever occurring shall be limited to an aggregate value of one million British Pound Sterling (£1,000,000); and

12.2.2. The company shall not be liable to the Purchaser for any loss of revenue, profit or other financial loss, cost or expense or any special or consequential damages or, except as specified in this clause for any other loss or damage of any kind whatsoever arising in tort (including negligence and strict liability) breach of contract or statutory duty or otherwise.

Document Number	Title	Issue Number
103M002	Standard T&Cs of Sales	0

12.3. In the event that the Company provides advice or services to the Purchaser which are not part of the contract obligations of the Company then such advice and services shall be deemed to have been supplied without consideration and the Company shall not have any liability whatsoever in respect thereof and howsoever arising.

12.4. If the Purchaser transfers title to or transfers the Products to any third party the Purchaser shall obtain from such third party a declaration and indemnity providing to the Company the same protection from liability as exists under this agreement and will indemnify the Company from any failure to do so by the Purchaser.

12.5. Except as provided in section 9 (correction of defects) the Company shall not be liable for any damage, injury or loss which occurs after completion or installation of the Products.

12.6. Except to the extent as specified in 10 (patents) and 9 (correction of defects) neither the Company, its affiliates, sub-contractors nor suppliers shall be liable to the Purchaser for any damage, loss or expense arising out of or connected with or resulting from performance or breach of any agreement with the Purchaser or from products or Services furnished to the Purchaser which in aggregate exceeds the price of the specified item which gives rise to the claim whether arising as a result of breach of contract or statutory duty, tort (including negligence) or otherwise. Except as to title any such liability shall terminate on the expiration of the warranty period

13. EXPORT CONTROL REGULATIONS

It is understood that any Products and any parts thereof and information relating thereto delivered to the Purchaser are and shall at all times remain subject to the Export Control Regulations of the United Kingdom and as to items originating elsewhere, subject to the Export Control Laws and Regulations of the country of origin. The Purchaser agrees that it shall not dispose of any items delivered to it by the Company including trans-shipment, re-export, diversion or otherwise except in accordance with said laws and regulations.

14. DISCLOSURE OF INFORMATION

14.1. Any information, suggestions or ideas transmitted by Purchaser to the Company are not to be regarded as confidential or submitted in confidence except as may be provided otherwise in writing signed by an authorised representative of the Company.

14.2. Purchaser acknowledges that the quotation and any contracts relating thereto contain information confidential, proprietary and valuable to the Company and its affiliated companies and suppliers. Purchaser agrees to use the utmost care to prevent any access to or disclosure of or use of such information except as authorised in this agreement and all Software Licences.

Document Number	Title	Issue Number
103M002	Standard T&Cs of Sales	0

15. ASSIGNMENTS

This quotation and any contract based hereon may not be assigned by the Purchaser without the prior written consent of the Company and any attempt to assign without such consent shall be void and be deemed to be a breach of contract entitling the Company to withdraw the quotation and terminate any contract based thereon.

16. ENTIRE AGREEMENT

- 16.1. These conditions and any special conditions and other documents referred to in the quotation constitute the entire and only agreement between the parties relating to the subject matter of the quotation. Any other representation or condition which is not incorporated herein shall not be binding on either party.
- 16.2. There shall not be any contract between the parties until the order from the Purchaser has been accepted by the Company in writing and until any preconditions stated in the quotation have been satisfied.
- 16.3. No waiver, alteration or modification of any of the provisions hereof shall be binding on the Company unless in writing and signed by its authorised representative
- 16.4. Any contract between the Company and the Purchaser shall be governed by and interpreted in accordance with the laws of England.

WARRANTY STATEMENT

SCOPE AND DURATION OF WARRANTIES

Company warrants to Purchaser that the Products to be delivered hereunder will be free from defects in material, manufacturing workmanship and title and confirm to manufacturers applicable product descriptions and specifications, if any, contained in or attached to the quotation. If no product descriptions or specifications are contained in or attached to the quotation, manufacturer's applicable product descriptions and specifications in effect on data for delivery shall apply. The criteria for all testing shall be manufacturer's applicable specifications for Products utilising factory specified calibration and test procedures and instruments.

All services will be performed with reasonable competence in accordance with generally accepted good practice.

All warranties, except warranty of title and all remedies for warranty failures are limited in time (or usage, if applicable) as shown below:

SERVICES 12 MONTHS FROM COMPLETION

PRODUCT 12 MONTHS FROM ACCEPTANCE

Document Number	Title	Issue Number
103M002	Standard T&Cs of Sales	0

X-RAY PRODUCTS:

X-Ray systems, components and upgrades	12 months
X-Ray Tubes	24 months*
X-Ray supplies and accessories	12 months

*24 months warranty assumes maximum usage twenty five hours (25hrs) per annum. If this usage is exceeded the warranty shall cover 50% of replacement cost.

The warranty period for the products shall commence thirty (30) days after the products are delivered to the customer. However, if the Company delays commissioning over and above the thirty (30) days the warranty shall start from that said date.

WARRANTY EXCLUSIONS

Except as set forth in any applicable patent indemnity, the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, express, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

Warranty coverage does not include any defect or performance deficiency (including failure to conform to product descriptions or specifications) which results in whole or in part, from

- (1) Improper storage or handling of the Products by Purchaser, its employees, agents or contractors.
- (2) Failure of Purchaser to prepare the Installation Area or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Company or manufacturer.
- (3) Absence of any product, component, or accessory recommended by Company or manufacturer but omitted at Purchaser's direction.
- (4) Any design, specification, or instruction furnished by Purchaser, its employees, agents, or contractors.
- (5) Any alteration of products by persons other than the Company.
- (6) Combining the Company's Products with any product furnished by others.
- (7) Combining incompatible Products of the Company.
- (8) Improper or extraordinary use of the products, improper maintenance of the Products or failure to comply with any applicable instructions or recommendations of Company or manufacturer, or
- (9) Other causes beyond reasonable control of the Company.

The Company does not warrant products of others which are not included in the Company's published price lists.

PURCHASER REMEDIES

If Company determines that any Products or Services or any Operating Documentation or Operating Tools fail to meet the applicable warranty during the relevant period, Company

Document Number	Title	Issue Number
103M002	Standard T&Cs of Sales	0

shall correct any such failures by either (at its option) repairing, adjusting, or replacing any defective or nonconforming item. Company shall have the option to furnish either new or exchange replacement parts or assemblies and all items replaced shall become the property of the Company.

Warranty service during the applicable warranty period will be performed without charge to Purchaser during Company's normal business hours. Thereafter, service will be performed at Company's prevailing service rates. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

The remedies set forth herein are conditional upon Purchaser promptly notifying Company within the applicable warranty period of any defect or non-conformance and making the item available for correction.

The preceding paragraphs set forth Purchaser's exclusive remedies and Company's sole liability for claims based on or arising from any defect in Products or Services or Operating documentation or Operating tools to meet any warranty, whether the claim is in contract, tort (including negligence and strict liability) or otherwise, howsoever arising or instituted.