

HealthStar, Inc.

TERMS AND CONDITIONS OF SALE FOR EQUIPMENT SOLD "AS IS"

As used below, the word "Equipment" means all equipment, machinery, accessories, attachments, spare or replacement parts, tools, supplies, merchandise, services or goods that are the subject of the parties' transaction.

Acceptance. Sale of any Equipment by HealthStar is expressly conditioned upon the terms and conditions set forth below. Any order for or any statement of intent to purchase Equipment or services, or any direction to proceed with engineering procurement, refurbishing, or shipment, will constitute assent to said terms and conditions and a representation that the Buyer is solvent. Any additional or different terms or conditions set forth in any such communication from the Buyer are hereby objected to by HealthStar, and will not be effective or binding unless assented to in a writing signed by an authorized HealthStar representative at HealthStar's Massachusetts office. If there is any inconsistency between this document and the terms of a purchase order, these terms and conditions will prevail.

Cancellation. Cancellation of all or any part of an order must be submitted to HealthStar in writing and, up to the date HealthStar receives notice of cancellation, Buyer will pay all costs and expenses incurred by HealthStar (including engineering, material, labor, services, equipment, parts, and options) as a result of the cancellation plus 20% of the total purchase price of the order.

Payment; Deposit; Taxes. Unless otherwise stated in writing by HealthStar, full payment in U.S. Dollars is due before shipment and deposits are non-refundable. Unless a tax exemption certificate is provided, Buyer is responsible for any taxes, duties or customs charges on the Equipment or its use, however designated, levied or based by any taxing-authority, and will be responsible for such payments whenever HealthStar must pay any taxes or fees for Buyer.

Shipment. Unless otherwise agreed in writing by HealthStar and Buyer, all crating, skidding, rigging, customs, freight and insurance charges are the responsibility of the Buyer, and shipment will be F.O.B. Location of Equipment, with all risks of loss and damage passing to the Buyer upon delivery of the Equipment to the common carrier.

"AS IS" - Disclaimer of Warranty. Unless otherwise provided by HealthStar in writing, the Equipment is sold "AS IS" and HealthStar does not make or assume any warranty, whether statutory, by operation of law, or otherwise, express or implied, with respect to the equipment, or with respect to the merchantability or fitness of such equipment for any purpose or any other warranties. HealthStar does not warrant that the Equipment conforms to any plans or specifications of Buyer or others or meets any requirements of any country, federal, state or local laws, regulations or ordinances pertaining to safety or insurance requirements, and there is no obligation of HealthStar as to conformity of the Equipment.

Buyer's Responsibility and Indemnity. Buyer will be responsible for ensuring that all Equipment purchased from HealthStar is installed and operated in a proper and safe manner. Buyer acknowledges that it may have to install or change guards, safeties, warnings or other components to ensure that the equipment will conform to all laws, regulations, ordinances, codes, insurance requirements and industry standards. As of the date of delivery of the Equipment to the common carrier, Buyer agrees to defend, indemnify and hold harmless HealthStar and its affiliates from and against all suits, claims, costs and expenses (including reasonable attorneys' fees), for personal injury, death or property damage ("Losses") arising out of, resulting from, or connected with, the Equipment, other than Losses that result from claims arising prior to delivery of the Equipment to the common carrier.

Limitation of HealthStar's Liability; Governing Law. HealthStar's liability, whether in contract, in tort (including negligence), under any warranty, or otherwise, will not exceed the return of the amount of the purchase price paid by Buyer, and under no circumstances will HealthStar be liable for special, indirect or consequential damages. The price stated for the equipment is a consideration in limiting HealthStar's liability. No action, regardless of form, may be brought by Buyer more than one year after the cause of action has accrued. These terms and conditions and any agreement of which they are a part will be governed by and construed under the laws of the Commonwealth of Massachusetts, U.S.A.