

MEDICAL EQUIPMENT SALES ASSOCIATES, INC.
2007 TERMS AND CONDITIONS

PRICES

The prices of the Products are those specified on the front of the invoice or, if no price is specified, those in the Seller's Price List current at the time of Seller's acceptance of the order. Seller's Price List is subject to change without notice. Price quotations, unless otherwise stated, will automatically expire in thirty (30) calendar days from the date issued and may be canceled or amended within that period upon written notice to Buyer. Unless otherwise agreed to in writing by the Seller, all prices quoted are exclusive of duties, license fees, transportation and insurance costs, and all taxes or fees in connections with the sale as well as the collection of withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes will appear as separate item on Seller's invoice.

PAYMENT

Payment is due thirty (30) days after the date of the invoice unless otherwise specified on the front of the invoice. Seller may invoice each shipment separately and each shipment will be considered a separate and individual contract. All late payments may be charged interest computed on a daily basis from the due date until paid in full at the rate of one and one-half per month or the maximum rate permitted by law, whichever is less. Seller reserves the right to establish and or change credit and payment terms extended to Buyer when, in Seller's sole opinion, Buyer's financial condition or previous payment warrants that action. **Further, on a delinquent account, Seller will not be obligated to continue performance under any agreement with Buyer.** Seller retains a security interest in the Products delivered to Buyer and in their accessories, replacements, accessories, proceeds and products, including accounts receivable (collectively, the "Collateral") to secure payment of all amounts due under the Agreement. If Buyer fails to pay any amount when due, Seller shall have the right to repossess and remove all or any part of the Collateral from Buyer, but not from Buyer's customers. Any repossession or removal shall be without prejudice to any other remedy of Seller hereunder, at law or in equity. Customer agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by Seller to transfer, create, perfect, preserve, protect and enforce this security interest.

SHIPMENTS

All shipments will be made FOB (Freight on Board) Seller's facility. Delivery will be deemed complete and risk of loss or damage to the Products will pass to Buyer upon delivery to the carrier. All shipments will be freight collect (on bill) unless otherwise specified. Seller will select the carrier in the absence of specific instructions by Buyer. In no event will Seller be liable for any delay in delivery, nor will the carrier be deemed an agent of Seller.

ACCEPTANCE

The Products will be deemed accepted by Buyer unless notice of defect is received within fifteen (15) days of shipping thereof and the Product is returned to Seller within thirty (30) days.

WARRANTY

Seller warrants and represents that the Products shall be free from defects in material and workmanship for a period as specified on the invoice included with the unit at the time of purchase. In cases of sale of NEW equipment MANUFACTURER'S warranty shall govern. In cases of sale of refurbished equipment, SELLER'S warranty shall govern and is separate from these terms and conditions, but equally enforceable. In the event of defect in workmanship or material covered by the Seller's warranty, Seller's sole responsibility shall be, at its option, to repair or replace or reimburse the actual cost of the defective product. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES WITH RESPECT TO DESCRIPTION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall Seller be liable to Buyer for any direct, indirect, special, incidental or consequential damages, or for any damages resulting from loss of use or profits anticipated or otherwise, arising out of or in connection with this Agreement for the sale, use or performance of the Products, whether such claim is based on contract, tort (including negligence) or theory of strict liability. In no event shall Seller's total liability for any damages arising out of or in connection with the Agreement for the sale, use or performance of any Products exceed the purchase price of such Products, which are the basis of such claim. Any cause of action against Seller must be brought within one (1) year after the cause of action becomes known. This warranty shall not apply to any Product that has been subject to misuse, abuse, disaster or which has been operated contrary to current instructions relating to installation, maintenance or operation or contrary to industry standards applicable to the Products. All related shipping/freight/travel charges for warranty repairs are at the customer's expense.

GOVERNING LAW

The laws of the State of Illinois, United States of America govern the construction, interpretation and performance of this Agreement and all transactions under it.

FORCE MAJEURE

Except for the payment of money, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control (force majeure conditions). If any force majeure condition occurs, the party delayed or unable to perform (Delayed Party) shall give immediate notice to the other party (Affected Party) and the Affected Party, upon giving prompt notice to the Delayed Party shall be excused from performance under this Agreement for the duration of the force majeure condition; provided, however, that the Affected Party shall take all reasonable steps and cooperate with the Delayed Party to avoid or remove the cause of non-performance and shall resume performance hereunder with dispatch when the cause is removed; and provided further, that if the Delayed Party cannot, within sixty (60) days, remove the cause of non-performance, the Affected Party may terminate this Agreement.

CANCELLATION

Cancellation shall only be accepted on the condition that MESA, (Medical Equipment Sales Associates, Inc.) is reimbursed for all costs and expenses. **Deposits are NON-Refundable** unless agreed upon by a MESA representative relating to unforeseen failures by Seller / MESA.

NON-WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition.

ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement and shall not be modified or rescinded, except by writing signed by both Seller and Buyer. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements and understanding of the rates with respect to the subject matter of this Agreement.

Signature of authorized agent or buyer:

MESA Sales Order Number: _____ **Date:** _____

Payment terms subject to sellers discretion.