

TERMS AND CONDITIONS OF SALE

1. COMPLETE AGREEMENT

Olympus Canada Inc.'s ("Olympus") sale of any products, software, or goods (collectively, "Goods") is expressly conditioned on the Buyer's assent to these Terms and Conditions. Any additional or different terms or conditions proposed by Buyer are expressly objected to and are hereby rejected, and will not be binding upon Olympus unless specifically assented to in writing by an authorized representative of Olympus. No course of dealing, usage of trade, or course of performance shall explain or supplement these Terms and Conditions. Any order for Goods, any statement of intent by Buyer to purchase Goods, any shipment or delivery of Goods by Olympus, or any direction to perform work, or any assent to Olympus' performance of work by Buyer shall constitute Buyer's assent to these Terms and Conditions.

2. PAYMENT AND CREDIT TERMS

Payments are due thirty (30) days from the date of invoice, subject to Buyer maintaining credit arrangements satisfactory to Olympus. Otherwise, terms are cash on delivery. In no event shall Buyer be entitled to deduction or setoff. Olympus reserves the right to revoke credit terms extended to Buyer in the event (i) Buyer fails to pay for any Goods or services, previously or subsequently delivered or performed, when due, or (ii) in the sole judgment of Olympus there has been a material adverse change in Buyer's financial condition. Olympus shall have the right to demand payment or other assurances of Buyer's financial conditions, which it deems adequate before shipment of any Goods or performance of services. All payments shall be made in U.S. Dollars to the address indicated on the face of Olympus' invoice, unless other arrangements have been expressly agreed to in writing by Olympus.

3. TAXES AND OTHER CHARGES

In addition to the purchase price, Buyer shall pay all applicable taxes, customs duties, provincial fees, and other similar charges and expenses imposed by national, provincial or local governmental entities on the Goods or services or the sale of the Goods or performance of services.

4. FAILURE TO PAY; SECURITY INTEREST

Buyer's failure to make any payment when due shall cause the entire amount of the unpaid balance owed to Olympus to become immediately due and payable. In addition to any other rights of Olympus, Olympus may, upon default of the Buyer in payment, (i) apply a service charge at the rate of one and one half percent (1½%) per month on the unpaid balance or (ii) remove the Goods and hold them or sell them at public auction or private sale, it being understood that Olympus is permitted to purchase the Goods at any public sale, or both (i) and (ii). If the unpaid balance plus interest and service charges is not satisfied from the net proceeds of such sale (after the deduction of reasonable removal, storage, taxes, and attorneys' fees and other ordinary or necessary expenses incurred in connection therewith), then Buyer shall pay on demand any such deficiency as liquidated damages for breach of contract, along with all agency and attorneys' fees and court costs incurred by Olympus in the collection of such delinquent payments.

Buyer hereby grants to Olympus a security interest in the Goods, and any accounts receivable, profits, proceeds, or cash from resale thereof, until full payment is made to Olympus. Buyer agrees to file, or permit Olympus to file, any financing statements or other applicable documents with governmental authorities necessary to perfect the validity, priority, and enforceability of Olympus' security interest. Buyer will take such other actions reasonably required to enforce Olympus' security interest.

5. SHIPMENT AND DELAYS

The "freight" charge shown on the front page hereof may not necessarily reflect the exact charges paid by Olympus to the carrier due to volume incentive discount agreements entered into between Olympus and such carrier. All shipments are, unless otherwise specifically provided, F.O.B. Olympus' facility, freight prepaid and added to invoice. All claims for breakage and damage should be made directly to the carrier; however, Olympus will assist in securing satisfactory payment or adjustment of such claims. Olympus will not be liable for any delay in delivery of Goods or performance of services due to causes beyond its reasonable control. Title to and risk of loss for the Goods shall pass to Buyer upon delivery of the Goods to the common carrier.

6. INSPECTION, ACCEPTANCE AND RETURNS

Buyer should thoroughly inspect the Goods upon receipt. The Goods shall be deemed accepted upon delivery. All claims arising from over, short, defective, or damaged Goods shall be made within fourteen (14) days of receipt and should reference the original purchase order. Olympus products returned with proper Return Merchandise Authorization identification, that is undamaged in the original packaging with all accompanying items and manuals (as shipped from Olympus), up to 90 days from invoice date, shall be credited at the original customer's purchase price. Credits will be given against Buyer's account; no cash refunds will be issued. All sales past 90 days are considering final. **CREDIT CANNOT BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR WRITTEN AUTHORIZATION IN ACCORDANCE WITH OLYMPUS' RETURN GOODS POLICY.**

Custom configured products are non-returnable.

All original containers and packing materials must be returned with a shipment to ensure proper credit. All used medical devices returned for repair or replacement must be properly decontaminated with chemical germicide that has been cleared for use as a "Hospital Disinfectant." To ensure that the product has been properly decontaminated, a signed Decontamination Certificate should be enclosed in the package.

Merchandise returned that does not meet Olympus' policy will be returned to you at your expense.

7. LIMITED WARRANTY

THE LIMITED WARRANTY SET FORTH BELOW IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, OLYMPUS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, REGARDING THE GOODS, OR CONCERNING ANY PATENTS OR TECHNOLOGY USED OR INCLUDED IN ANY GOODS. OLYMPUS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE. THE OBLIGATIONS OF OLYMPUS SET FORTH IN THIS SECTION SHALL BE OLYMPUS' SOLE LIABILITY, AND BUYER'S SOLE REMEDY, FOR BREACH OF THE LIMITED WARRANTY.

Subject to the exclusions and upon the conditions stated below, Olympus warrants that the Goods sold shall be free from defects in workmanship and materials under normal use and service for the duration of the term as stated on the warranty card provided to Buyer, the relevant instruction manual, or the stated shelf life, as the case may be. If any Goods should prove to be defective within the applicable limited warranty term, Buyer must return the defective Goods to Olympus and Olympus agrees, at its option, to either (i) repair the defective Goods or (ii) replace the defective Goods with a substantially equivalent product, provided that Olympus' investigation and factory inspection disclose that such defect was developed under normal and proper use. Olympus reserves the right to use reconditioned, refurbished, and serviceable used parts, provided such parts meet Olympus' quality standards. Shipment charges to and from an authorized Olympus service facility shall be paid by Buyer.

Excluded from this warranty and not warranted by Olympus in any fashion, either express or implied, are:

- (a) products not manufactured by Olympus or its Affiliates, or not bearing the "Olympus" or "Gyrus ACMI" brand label;
- (b) any product that has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Olympus' own authorized service personnel, unless such repair is made with the written consent of Olympus;
- (c) defects or damages to products resulting from wear, tear, misuse, negligence, improper storage, transit, nonperformance of scheduled operator and maintenance items, battery leakage, or use of non-approved accessories, consumables, or supplies;
- (d) software programs; and
- (e) consumables, including, but not limited to, batteries.

Olympus will pass through to Buyer all available third-party limited warranties.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS OR PROVIDED FOR UNDER ANY APPLICABLE LAW, OLYMPUS SHALL NOT BE LIABLE TO BUYER OR ANY OTHER THIRD PARTY FOR ANY DAMAGES THAT BUYER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE, PRODUCT DESIGN OR PRODUCTION, OR FROM ANY OTHER CAUSE,

WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY. OLYMPUS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF FUTURE REVENUE, INCOME, OR PROFITS, OR ANY DIMINUTION OF VALUE RELATING TO THE BREACH OR ALLEGED BREACH HEREOF, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO OLYMPUS IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY OLYMPUS.

THE TOTAL LIABILITY OF OLYMPUS, ON ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR OLYMPUS' PERFORMANCE UNDER OR BREACH OF THESE TERMS AND CONDITIONS, OR FROM THE GOODS OR THE USE OF ANY GOODS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE GOODS HEREUNDER.

Representations and warranties made by any person, including dealers and representatives of Olympus, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Olympus unless reduced to writing and approved by an expressly authorized officer of Olympus.

9. INTELLECTUAL PROPERTY

All copyrights, patents, trademarks, trade dress, trade secrets, or other intellectual property in the Goods ("Goods IP") shall be and remain the sole and exclusive property of Olympus, its affiliates, and their respective licensors. Except as expressly provided for in these Terms and Conditions, nothing contained in these Terms and Conditions grants any rights, by license or otherwise, in Goods IP to Buyer, unless such grant is required by law. Buyer agrees not to register or use any trademark, trade dress, or internet domain name that contains, or is similar to, any Goods IP.

10. SOFTWARE OWNERSHIP

Olympus and, in applicable instances, Olympus' licensors, retain the entire right, title, and interest in and to the intellectual property (including, without limitation, all copyrights) related to any item of software and related documentation that Olympus provides to Buyer. Buyer shall not itself, or grant to others a right to, (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of any such software, or (ii) remove, obscure, or alter any copyright, trade secret, trademark, patent, or other proprietary rights notice affixed to or displayed on any such software or related documentation, or affixed to or printed on any of its factory packaging.

11. DELAY, CANCELLATION OR DEFAULT

Olympus may terminate these Terms and Conditions or your order for products at any time, in whole or in part and at the convenience of Olympus upon written notice to you. If Buyer requires Olympus to delay delivery, payment for the Goods and Buyer's required inspection shall not thereby be postponed or extended. Goods held for Buyer shall be at the risk and expense of Buyer.

12. COMPLIANCE WITH LAWS

Buyer shall at all times comply with all applicable national, provincial, and local laws and regulations governing the purchase, use, and transfer of the Goods. Buyer agrees that all products purchased are for Buyer's use only, and only in Canada, and not for resale or use outside of Canada.

13. CHOICE OF LAW AND JURISDICTION; COURTS

The validity, performance, and all matters relating to the interpretation and effect of these Terms and Conditions shall be construed and interpreted in accordance with the laws of the Ontario, without regard to the conflict of laws rules thereof, provided that any provision of such law invalidating any provision of these Terms and Conditions or modifying the intent of the parties as expressed in these Terms and Conditions shall not apply.

This transaction is deemed to have been made in the Province of Ontario. All controversies, disputes, and claims arising out of or relating to this transaction or these Terms and Conditions, or the breach or threatened breach of these Terms and Conditions, shall be adjudicated by a provincial court located within the Province of Ontario, except that any judgment obtained in such action may be enforced in other jurisdictions. Buyer hereby waives personal service of process provided that process is served by certified mail. Buyer hereby waives any objection that it may have regarding the personal jurisdiction or venue of any of the aforesaid courts, as well as any claim that the forum or venue is inconvenient or should be transferred. Buyer agrees to pay all reasonable costs, legal fees, and expenses incurred by Olympus resulting from all controversies, disputes, or claims which are adjudicated or settled favorable to Olympus.

14. INDEMNIFICATION

Buyer shall at all times defend, indemnify, and hold harmless Olympus, its successors and permitted assigns, and any of their respective officers, directors, members, employees, representatives, and/or agents, and each of them, from and against any and all claims, damages, liabilities, costs, and expenses, including, without limitation, reasonable fees and disbursements of counsel and court costs, incurred by Olympus arising out of or relating to Buyer's breach of these Terms and Conditions, including without limitation, the payment terms, and its failure to comply with applicable laws, regulations, rules, or orders, all to the fullest extent permitted by law.

15. ASSIGNMENT

These Terms and Conditions, and any of Buyer's rights hereunder, may not be assigned by Buyer, in whole or in part, without Olympus' prior written consent. Any purported assignment in contravention of this section will, at the option of Olympus, be null and void and of no effect. Except as otherwise provided herein, these Terms and Conditions shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

16. FORCE MAJEURE

Olympus shall be excused from the performance of its obligations hereunder in the event such performance is prevented by force majeure, and such excuse shall continue for so long as the condition constituting such force majeure and any consequences resulting from such condition continues. For the purposes of these Terms and Conditions, "force majeure" shall mean causes beyond Olympus' reasonable control, including, by way of example but not limitation, acts of God; war, riot, or civil commotion; terrorist activities; damage to or destruction of production facilities or materials by fire, earthquake, storm, or other disaster; strikes or other labor disturbances; epidemic; pandemic; failure or default of public utilities or common carriers; and other similar acts.

17. WAIVER

No waiver of any of Olympus' rights under these Terms and Conditions shall be deemed effective unless contained in a writing signed by Olympus, and no waiver of any breach or failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other provisions of these Terms and Conditions.

18. SEVERABILITY

If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of these Terms and Conditions shall continue in full force without being impaired or invalidated in any way.