



These terms and conditions ("General Terms and Conditions") apply to the sale of all equipment and the performance of all services (which includes repair work) by OCULUS, Inc. (the "Company") to you, the Customer ("Customer"). Customer hereby agrees to the General Terms and Conditions and acknowledges that sale of any equipment or performance of any services is expressly conditioned on Customer's acceptance of these General Terms and Conditions.

1. Inspection and Limited Right to Return. Customer is solely responsible for inspecting the equipment purchased from the Company and ensuring that it meets Customer's specifications and requirements. Customer will examine and test the equipment purchased upon delivery and will notify Company in writing, within seven (7) calendar days of receipt of the equipment, of defects, or any missing or damaged parts. Absent such notice, the equipment shall be deemed accepted by the Customer upon receipt. Customer shall have a limited right to return any equipment purchased within thirty (30) calendar days of receipt (the "Return Window") for any reason provided that the Customer properly packs the equipment, with all its parts, in the original packaging materials and ships the equipment undamaged to Company's principal place of business at: 17721 59th Avenue NE, Arlington, WA. Customer acknowledges and agrees that in the event Customer decides to return the equipment within the Return Window, Customer shall be responsible for: a) all shipping costs, and b) the cost of replacing any damaged or missing parts as solely determined by the Company, the latter of which will be deducted from the total amount refunded to Customer.

2. Limited Warranty; Remedies. With the exception of used or demonstration ("demo") equipment for which only a six (6) month warranty is applicable, the Company warrants that equipment sold shall be free from defects in materials and workmanship for a period of twelve (12) months after delivery, and services shall be performed consistent with generally accepted industry standards and shall be warranted for period of six (6) months for the performance of services ("Limited Warranty"). **THE FOREGOING IS THE SOLE WARRANTY AND EXCLUSIVE REMEDY PROVIDED, AND THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The sole and exclusive remedy related to the Limited Warranty shall be for repair or refurbishment of the equipment at Company's principal place of business in Arlington, Washington or its service facility in Port Saint Lucie, Florida. Customer acknowledges that with respect to any Limited Warranty claim, Customer must give Company written notice of such claim within five (5) business days of discovery, or the Limited Warranty shall be void. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, COMPENSATION FOR LOSS OF USE OF THE EQUIPMENT DURING THE LIMITED WARRANTY REPAIR WINDOW. Customer further acknowledges that the foregoing Limited Warranty is contingent on the following: (a) Customer must maintain the equipment as specified by the Company in any manuals pertaining to the equipment and/or other correspondence directed to Customer by the Company; (b) Customer agrees to operate/use the equipment in its intended manner and only for its intended purpose; and (c) Customer, its employees, agents and contractors shall not cause damage to the equipment through their negligent use, operation or storage of the equipment. In the event that Customer fails to comply with (a), (b) or (c), then the Limited Warranty provided herein shall be inapplicable and automatically voided. Any repairs or replacement of parts outside of the Limited Warranty shall be at Customer's sole cost and expense. Customer acknowledges that some equipment is manufactured with a system that provides automatic notifications regarding recommended service and maintenance, and that the notifications cannot be disabled.

3. Payment and Security Interest. In consideration of the sale of the equipment and/or the performance of services by OCULUS, Customer agrees to pay the full amount and within the time frame specified on the invoice. If such payment is not made, in addition to all other remedies under the law, interest on any delinquent payment shall accrue on the unpaid balance at the higher of twelve percent (12%) per annum or the highest rate permitted by applicable law. Until the amount owing for the equipment has been paid in full, Customer hereby grants Company a security interest in the equipment and consents to the Company filing a UCC-1 financing statement to perfect such interest within ten (10) days of any delinquency or non-payment of the unpaid balance. Customer covenants and agrees that while any payment and/or balance remains outstanding the equipment will not be sold, assigned, encumbered, transferred or otherwise pledged by Customer or removed from Customer's place of business without the express advance written consent of the Company.

4. Jurisdiction, Venue and Choice of Law. Customer expressly acknowledges, consents and agrees to the personal and subject matter jurisdiction of the State of Washington. Customer further expressly acknowledges, consents and agrees that venue for any action relating to the equipment purchased and/or Customer's payment of the purchase price, or to enforce the terms and conditions relating to any purchase by Customer from Company, shall be Snohomish County Superior Court State of Washington. Washington law shall apply as the parties' choice of law regarding any dispute arising or relating to Customer's purchase of any equipment without application of Customer's or any other jurisdiction's conflict of law principles. In the event the Company is forced to retain the services of an attorney to recover monies owed by Customer to Company, or to otherwise enforce the terms of these General Terms and Conditions, Company shall be entitled to recover from the Customer all of the Company's attorney's fees and costs, including costs on appeal and/or in furtherance of debt collection, whether or not suit is initiated.

5. Indemnification. Except to the extent of the sole negligence of the Company, Customer agrees to indemnify, hold harmless, and defend the Company, its officers, directors, representatives, agents and employees, with counsel of Company's choosing, from and against any and all claims, suits, actions, proceedings, penalties, costs, losses, damages, demands, expenses, or liability of any kind or nature whatsoever, including attorneys' fees and costs, arising from the services performed by the Company or incurred because of Customer's, or its agent's and/or representatives', use of any equipment purchased from Company.

6. Entire Agreement; No Oral Agreement. These General Terms and Conditions constitutes the entire understanding and agreement of the parties with respect to Customer's purchase of the equipment from the Company. All prior agreements, understandings, or representations between the parties with respect to the subject matter of these General Terms and Conditions are hereby canceled and are of no further force or effect. It is expressly acknowledged that there are no oral or other agreements which modify or affect this Agreement. To the extent Customer requires the Company to execute any document(s) relating to the purchase of equipment by Customer from Company, Customer expressly acknowledges, in advance, that the terms and conditions of these General Terms and Conditions control over any other terms, or subsequent document or agreement, to the extent any such terms conflict with these General Terms and Conditions. Customer understands that Company is expressly relying upon this provision with respect to any sale that takes place between the parties. Customer expressly acknowledges and understands that the Company has made no representations or warranties, verbal or otherwise, other than as expressly included herein.

7. Warranty of Authority. If signing on behalf of an entity, the individual signing these General Terms and Conditions below warrants and represents that such individual is duly authorized and empowered to enter into these General Terms and Conditions and bind the entity hereto.

8. Non-Waiver. In the event the Company fails to promptly enforce any right it may possess under these General Terms and Conditions, such failure shall not be construed as a waiver to enforce said right by the Company and shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of the General Terms and Conditions.

Accepted by Customer:

Name: _____ Title: _____ Date: _____