



Customer hereby agrees to the following terms and conditions regarding its purchase of equipment from OCULUS Canada Holdings, Inc. (the "Company") (as to this agreement, the "Contract").

**1. Inspection and Limited Return Right.** Customer shall be solely responsible to inspect the equipment purchased from the Company and ensure that it meets Customer's specifications and/or requirements. Customer will examine and test equipment purchased upon delivery and will notify Company in writing of any missing or damaged parts, or defects with the equipment within seven (7) calendar days of delivery. Absent such notice, the equipment shall be deemed accepted by the Customer. Customer shall have a limited right to return any equipment purchased within thirty (30) calendar days of initial delivery for any other reason (the "Return Window") provided that 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 in Arlington, Washington. Customer acknowledges and agrees that in the event it decides to return the equipment within the Return Window, Customer shall be responsible for a) all costs of shipping for the return of the equipment, and b) the cost of replacing any damaged or missing parts.

**2. Limited Warranty; Remedies.** With the exception of Certified Pre-Owned 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 ("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.** Customer agrees to pay for the equipment in the full amount and within the time frame specified on the invoice. If such payment is not made, in addition to any other remedies under the law, interest on any delinquent payment shall accrue on the unpaid balance at the rate of twelve percent (12%) per annum, or if less, the highest rate permitted by applicable law. Until the purchase price has been paid in full, Customer hereby grants Company a purchase money security interest in the equipment (and hereby authorizes Company to file financing statements or other movable property security registrations to perfect such interest or to preserve its rights therein) and customer covenants and agrees that while any balance remains outstanding the equipment purchased 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 Company.

**4. Jurisdiction, Venue and Choice of Law.** Customer expressly acknowledges, consents and agrees to the personal and subject matter jurisdiction of the Province of Ontario. Customer further expressly acknowledges, consents and agrees that venue for any action relating to the Equipment purchased and/or payment thereon, or to enforce the terms and conditions relating to any purchase by Customer from Company, shall be the courts in the Province of Ontario. The laws of the Province of Ontario shall apply as the parties choice of law to any dispute arising or relating to Customer's Purchase of any equipment without application of its or any other jurisdiction's conflict of laws principles. In the event the Company is forced to retain the services of an attorney to recover monies owed by Customer to Company, or otherwise to enforce the terms of this Contract, 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 collection, whether or not suit is initiated.

**5. Risk of Use.** Customer represents and warrants to Company that the use of the equipment shall be carried out in accordance with all applicable federal, provincial, and local laws, including those applicable to physicians and other health care professionals, in the province or territory where the equipment will be used. Company and its affiliates, including their respective officers, directors and employees, shall not be responsible for any risks or liabilities, known or unknown, connected in any way with the use of the equipment by Customer, its employees or agents, or connected with the sterilization, storage, handling, application, operation, installation, assembly, maintenance, repair or disposition of the equipment, and all such risks and liabilities shall be entirely assumed by Customer. Company and its affiliates, including their respective officers, directors and employees, shall not be liable to Customer for any special, indirect, incidental, punitive or consequential damages (including without limitation, loss of profits or revenue) arising out of or related to this agreement or the use of the equipment. Company's liability and that of its affiliates, including their respective officers, directors and employees, to Customer arising out of or in any way related to this Contract or the use of the equipment shall not exceed the purchase price of the equipment.

**6. Indemnification.** Except to the extent of the sole negligence of the Company, Customer agrees to indemnify, hold harmless and defend the Company, its officers, agents and employees, with counsel of Company's choosing from and against any and all claims, losses, damage, demands or liability of any kind or nature whatsoever, including attorneys' fees and costs, arising from Customer's or its agent's and/or representatives use of any equipment purchased from Company.

**7 Conflict in Agreements/No Oral Promises.** This Contract 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 this Contract 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 this Contract control over any other terms, or subsequent document or agreement, to the extent any such terms conflict with this Contract. 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.

**8. Non-Waiver.** In the event the Company fails to promptly enforce any right it may possess under this Contract, said action shall not be construed as a waiver to enforce said right by the Company and further shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of the Contract.