

COMPLETE AGREEMENT

The terms and conditions contained herein constitute the sole and entire agreement between the parties and are the only basis upon which Olympus America Inc. ("Olympus") offers to sell goods to Buyer, unless otherwise agreed to in a writing signed by a duly authorized representative of Olympus. Buyer's terms and conditions shall be of no effect to the extent they are inconsistent with or in addition to these terms and conditions, and notwithstanding anything to the contrary in Buyer's purchase order, by paying this invoice Buyer accepts all of Olympus's terms and conditions set forth herein.

PAYMENT AND CREDIT TERMS

Terms are net thirty (30) days from date of each invoice subject to Buyer maintaining credit arrangements satisfactory to Olympus. Otherwise, terms are cash on delivery. 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. Upon such determination, Olympus shall have the right to demand payment or other assurances which it deems adequate before shipment or performance of any other goods or services.

TAXES AND OTHER CHARGES

In addition to the purchase price, Buyer shall pay all applicable taxes, and similar charges imposed by governmental entities, whether federal, state or local.

FAILURE TO PAY; SECURITY INTEREST

Failure to make any payment when due shall cause the entire amount of the unpaid debt to become immediately due and payable, at the option of Olympus. In addition to any other rights of Olympus, Olympus may, upon default of the Buyer in payment, (a) apply a service charge at the rate of one and one half percent (1.5%) per month on the unpaid balance and/or (b) remove the product and hold it or sell it at public auction or private sale, it being understood that Olympus is permitted to purchase at any public sale. If the unpaid balance plus interest and/or service charges is not satisfied from the net proceeds of such sale (after deduction 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, attorneys' fees and court costs incurred by Olympus in the collection of delinquent payments.

Buyer hereby grants Olympus a security interest in the products and any proceeds (including accounts receivable) as security for its obligations hereunder and will execute any document required to perfect this security interest.

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 the carrier. All shipments are, unless otherwise specifically provided, F.O.B. Olympus's facility. 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 claim, Olympus shall not be liable for any delay in delivery of goods or performance of services due to causes beyond the reasonable control of Olympus.

INSPECTION, ACCEPTANCE AND RETURNS

This shipment has been carefully inspected by trained Olympus personnel prior to transit and should be thoroughly inspected upon receipt. Failure to reject any delivery upon receipt shall constitute acceptance of that delivery and shall be deemed a waiver of any other right to reject or revoke acceptance. All claims arising from over, short, defective or damaged goods shall be made within ten (10) days of receipt and should reference the original purchase order. Olympus may in its discretion require payment of a restocking fee as a condition to authorizing a return.

CREDIT CANNOT BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR WRITTEN AUTHORIZATION. All original containers and packing materials must be returned with a shipment to insure proper credit. Credit and/or replacement will be given against Buyer's account; no cash refunds will be made.

LIMITED WARRANTIES AND REPAIR

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH BELOW, OLYMPUS MAKES NO AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING ANY PRODUCT OR SERVICE, OR CONCERNING ANY PATENTS OR TECHNOLOGY USED OR INCLUDED IN ANY PRODUCT OR SERVICE. ALL GUARANTIES, WARRANTIES, CONDITIONS AND REPRESENTATIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

Subject to the exclusions and upon the conditions stated below, Olympus warrants that the products 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 to the original Buyer, the relevant instruction manual, or the stated shelf life, as the case may be. If any product should prove to be defective within said period, Buyer must return the defective product to Olympus and Olympus agrees, as its option, either (i) to repair or (ii) to replace with an equivalent product any defective product, provided that Olympus investigation and factory inspection disclose that such defect developed under normal and proper use. Olympus reserves the right to use reconditioned, refurbished, and/or serviceability used parts (tested to Olympus's quality assurance standards) for warranty or any other repairs. 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 and/or not bearing the "Olympus" brand label;
- b. any product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Olympus own authorized service personnel unless such repair by others is made with the written consent of Olympus;
- c. defects or damage 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.

BUYER ACKNOWLEDGES AND AGREES THAT OLYMPUS SHALL NOT BE RESPONSIBLE 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 OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY). IN NO EVENT SHALL OLYMPUS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OR PROFITS OR LOSS OF USE.

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.

SOFTWARE OWNERSHIP

Buyer acknowledges and agrees that Olympus or, in applicable instances, Olympus's 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 which Olympus provides to Buyer, Buyer shall not itself, or grant others a right to (a) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of any such software (b) 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.

DELAY, CANCELLATION OR DEFAULT

If Buyer requires Olympus to delay delivery, payment for the product and the Buyer's required inspection shall not thereby be postponed or extended. Product held for Buyer shall be at the risk and expense of Buyer. In the event of cancellation by Buyer of its purchase order after acceptance, Olympus shall be entitled to damages for cancellation up to the purchase order price plus attorneys' fees expended in the collection of such amounts and interest from the date of cancellation at the rate set for delayed payments.

CHOICE OF LAW AND JURISDICTION; COURTS

This transaction is deemed to have been made in Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to the conflict of laws rules thereof. All controversies, disputes and claims arising out of or relating to this transaction, or the breach or threatened breach of this document, shall be adjudicated by a court of competent jurisdiction within the County of Lehigh, Commonwealth of Pennsylvania or the Federal District Court in the Eastern District of Pennsylvania, 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, registered 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 any and 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.

EXPORT OF OLYMPUS PRODUCTS

The export from the United States of certain Olympus products and technology to certain countries is specifically prohibited by the Export Administration Act of 1979, as amended. The export of all Olympus products and technology must be in accordance with the applicable provisions of the United States Export Administration Regulations and the Export Regulations of the United States Department of Defense.

DISCOUNT DISCLOSURE

This invoice may include a discount or reduction in price for the goods. Buyer is obligated to properly disclose and appropriately reflect the net value or reduced prices of the goods on applicable cost reports or in charges to Medicare, Medicaid, and other federal health insurance programs or state health insurance programs (collectively, "Insurance Programs") in accordance with Section 1128B(b)(3) of the Social Security Act, 42 U.S.C. §1320a-7b(b)(3). Buyer should contact Olympus if Buyer requires further information.

If Buyer's original invoice is being re-billed with updated credits or charges, the invoice reflects changes to Buyer's original invoice, which changes were made to correct the originally reflected pricing consistent with Buyer's pricing or purchase agreement in effect at the time of sale (which may include credits or additional charges not indicated on Buyer's original invoice due to error). In accordance with 42 C.F.R. 1001.952(h), Buyer's original invoice is now superseded and Buyer, as required, is responsible for reporting to federal health care agencies and programs the final net prices reflected on this updated invoice (which reflects all applicable discounts).

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