

ORIX Corporation USA (ORIX) rents and/or sells the "equipment listed above" (Equipment) to Customer. Customer rents and/or buys Equipment from ORIX based on the terms and conditions on these pages. All Equipment rented or sold hereunder is rented or sold "AS-IS", except as to any limited warranties set forth on these pages or otherwise provided in writing by ORIX. THE TERMS AND CONDITIONS SET FORTH ON THESE PAGES CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THIS TRANSACTION AND SHALL NOT BE AMENDED EXCEPT IN WRITING SIGNED BY BOTH PARTIES. NOTWITHSTANDING ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT ISSUED BY CUSTOMER, CUSTOMER SHALL BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH ON THESE PAGES UNLESS OBJECTION IS MADE IN WRITING WITHIN 72 HOURS OF RECEIPT OF THIS AGREEMENT AND ORIX AGREES IN WRITING TO CUSTOMER'S PROPOSED MODIFICATIONS.

TERMS AND CONDITIONS:

CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND ANY APPLICABLE SOFTWARE LICENSE AGREEMENT. CUSTOMER SIGNATURE IS NOT REQUIRED. The distinction among a sale, rental, and/or lease transaction each result in different terms and conditions which are stated below:

PART A. SALES TERMS AND CONDITIONS. If ORIX agrees to sell the Equipment to Customer, Customer shall be entitled to purchase the Equipment, pursuant to the applicable terms and conditions listed in this Agreement and the following terms and conditions:

1. WARRANTY:

1.1. Warranty Period

- 1.1.1. Applies when ORIX is notified within the warranty period, as stated in writing from ORIX, from original ship date or Air Waybill date, whichever is earlier.
- 1.1.2. Warranty is void if any calibration and/or company seals are broken.
- 1.1.3. Notification must be accompanied by failure and/or analysis report.
- 1.1.4. Upon notification of failure during warranty period, ORIX has the sole right to determine to either repair, replace or refund the defective unit. Repairs- ORIX will specify the ship to facility where the equipment will be analyzed, inspected, and repaired. Replacement- ORIX at its sole discretion will specify if a replacement unit is available for the failed equipment. Refunds- ORIX at its sole discretion will credit the full equipment acquisition costs.
- 1.1.5. ORIX will only cover approved warranty repair costs with an ORIX assigned Return Authorization Number (RA#) and an ORIX specified freight carrier, shipping method, and shipping instructions related to Equipment warranty repair, replacement, and refund.
- 1.1.6. All cost relating to warranty will be charged back to customer if the reported failure is not identified or if damage is related to freight and/or shipment handling.
- 1.1.7. Warranty is based on original ship date or air waybill date, whichever is earlier, and does not start over after repair or inspection.
- 1.1.8. Inspection, service, and repair time will vary based upon workload and parts availability.
- 1.1.9. Exclusion of Warranties. Unless a limited warranty is specifically set forth in writing by ORIX, ORIX has not made and does not now make any representation or warranty, express or implied, with respect to any matter whatsoever, including, without limitation, the design, compliance with specifications, operation, or condition of any Equipment (or any part thereof), the merchantability or fitness of any Equipment for a particular purpose, or issues regarding patent infringement, title and the like. It is further agreed that ORIX shall have no liability to customer, or customers of customer, or any third parties for any direct, indirect, special or consequential damages based on strict or absolute tort liability or ORIX's negligence or otherwise. Customer acknowledges that it has selected all Equipment for customer's intended uses without ORIX's assistance, and recognizes that ORIX is not a manufacturer of any Equipment.

1.2. Right of Refusal Period

- 1.2.1. Customer has the right to return the Equipment within the right of refusal period, as stated in writing from ORIX, from the customs clearance date or receipt date, whichever is earlier.
- 1.2.2. Customer bears all expenses related to the Equipment return to the original point of origin.
- 1.2.3. Returned Equipment is subject to a restocking fee equal to 10% of sale price (minimum restocking fee \$250 per item).

1.3. "AS IS" Equipment

- 1.3.1. Carries no warranty or right of refusal period.
- 1.3.2. Accessories are optional.
- 1.3.3. Equipment functionality is not guaranteed.

2. SHIPMENTS EXWORKS:

- 2.1. ORIX will arrange shipping and/or prepare shipping documentation when required from Equipment original point of origin.
- 2.2. Customer specifies freight carrier and freight forwarder to ORIX.
- 2.3. Customer is "Importer of Record" and ORIX is the "Notify Party" on shipments unless otherwise specified.
- 2.4. Customer accepts and understands Equipment is "delivered" when Customer's specified freight carrier or forwarder takes possession of the Equipment.
- 2.5. Credit "Net Terms" begin immediately from the date Equipment is handed over to the Customer's specified freight carrier or forwarder.
- 2.6. Customer understands ORIX will not be liable for any delay in delivery or any failure to deliver any Equipment after the Equipment is handed over to the Customer's specified freight carrier or forwarder.
- 2.7. Customer must obtain at his/her own risk and expense any import license or other official authorization and carry out all customs formalities for the importation of Equipment. (i.e., Form 3311 – Declaration of Free Entry of Returned American Products)
- 2.8. Customer bears all risk of loss or damaged Equipment once the Equipment is handed over to the Customer's specified freight carrier or forwarder.
- 2.9. Customer must specify on purchase order if any "Insurance" is required and is responsible for all associated costs.
- 2.10. Customer is responsible for any duties, taxes, import charges, and customs formalities fees associated with the importation of the Equipment.
- 2.11. Customer is solely responsible and takes full responsibility for all costs associated with Equipment acquisition and importation related costs.
- 2.12. A signed Letter of Assurance acknowledging each item ordered, serial number, and intended use may be required for some shipments. Our office can provide the Letter of Assurance format upon written request.

3. ACCESSORIES / MANUALS:

- 3.1. All units are shipped with standard Japanese accessories.
- 3.2. Manuals will be included in Japanese, if available English manuals will be substituted.
- 3.3. When English manuals are required, notification must be made before purchase and specified in both the Customer's PO and confirmed in ORIX's order acknowledgement. An additional price will be charged for English manuals not available as substitutes.
- 3.4. Software: In no event shall these sales terms and conditions apply to any software provided herewith. Software is available for use only under license by its owner and is not for sale.
- 3.5. Customer is responsible to notify ORIX in writing of any missing accessories not matching the provided listing on the Accessory Box cover within the Right of Refusal period.
- 3.6. If Equipment is returned for any reason, Customer is responsible for replacement cost of un-returned or missing accessories plus shipping and handling.

4. AVAILABILITY/PRICING:
- 4.1. Customer shall pay to ORIX the purchase price as set forth under Sales Amount for each item of Equipment (plus any taxes imposed thereon) upon receipt of the Equipment. Customer authorizes ORIX to insert on these pages the applicable information pertaining to this transaction. Customer hereby grants ORIX a security interest in the Equipment as security for its obligations hereunder.
 - 4.2. Availability is subject to prior rental or sale.
 - 4.3. Purchase orders are not considered confirmed or accepted until a written order acknowledgement is issued by ORIX indicating Equipment serial numbers.
 - 4.4. Purchase price and quantities are subject to change without notice any time prior to ORIX issuing a written order acknowledgement.
5. CANCELLATION POLICY:
- 5.1. Purchase orders cancelled prior to shipment is subject to a restocking fee equal to 10% of sale price (minimum restocking fee \$250 per item).
 - 5.2. Purchase order cancelled after Equipment is handed over to Customer's specified freight carrier or forwarder can be returned based on the terms and conditions set forth in Part A 1.2.
6. CREDIT TERMS:
- 6.1. Terms available upon approved credit review.
 - 6.2. Terms may be changed, modified, or revoked at any time upon review.
 - 6.3. Past Due balances are subject to 2% finance charge (minimum finance charge \$20) per month and may be reported to appropriate credit authorities.
7. OBJECTIONS TO AGREEMENT:
- 7.1. If Customer objects to any terms and conditions of this Agreement or has any objection to the suitability of any Equipment or its acceptability for any purpose under this Agreement, Customer shall notify ORIX in writing of Customer's specific objections within 72 hours after receipt of this Agreement. Any such objections shall not be binding upon ORIX unless received by ORIX within such period and ORIX agrees in writing to such amendments to this Agreement. The parties understand and agree ORIX has the right to reject Customer's objections to this Agreement and/or the Equipment, and ORIX, at its election may terminate this Agreement. If such termination occurs, Customer immediately shall return the Equipment in good operating condition by prepaid insured shipment to the specified ORIX distribution center and shall pay any amounts due thereon to ORIX.
8. INDEMNIFICATION OF ORIX:
- 8.1. Customer shall indemnify, hold harmless, and, if so requested by ORIX, defend ORIX against all claims directly or indirectly arising out of or in connection with the Equipment or this Agreement. "Claims" refer to all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions, and suits, whether in contract or in tort, whether caused by ORIX's negligence or otherwise, and whether based on a theory of strict liability of ORIX or otherwise, and includes, but is not limited to, matters regarding: (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment; (b) any latent defects or other defects in any Equipment, whether or not discoverable by ORIX or by Customer; (c) any patent, trademark, or copyright infringement; and (d) the condition of any Equipment arising or existing during Customer's use.
9. TAXES:
- 9.1. Customer shall be responsible for and shall pay all sales, use, and personal property taxes that may be imposed by any taxing authority on the Equipment or its rental, use or purchase hereunder.
10. ORIX PERFORMANCE OF CUSTOMER OBLIGATIONS:
- 10.1. If Customer fails to perform any of its obligations hereunder, ORIX may, but will not be obligated to, perform any act or make any payment ORIX deems reasonably necessary for the maintenance and preservation of the Equipment and ORIX's interests therein; provided, however, the performance of any act or payment by ORIX will not be deemed a waiver of, or release Customer from, the obligation at issue. All sums so paid by ORIX, together with expenses (including legal fees and costs) incurred by ORIX in connection therewith, shall be paid to ORIX by Customer immediately upon demand.
11. WAIVER OF JURY TRIAL:
- 11.1. CUSTOMER AND ORIX HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY COURT AND IN ANY ACTION OR PROCEEDING AS TO ALL MATTERS AND THINGS ARISING OUT OF OR RELATING, DIRECTLY OR INDIRECTLY, TO THIS AGREEMENT AND THE RELATIONS BETWEEN THE PARTIES HEREUNDER.
12. OTHER PROVISIONS:
- 12.1. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF NEW YORK. Customer hereby consents to the nonexclusive jurisdiction of the State and Federal Courts located in State of New York, in connection with any suit or proceeding arising out of this Agreement. Customer represents and warrants that, unless it is an individual, Customer is duly organized, validly existing and in good standing, and that Customer has the power and authority to enter into this Agreement. This Agreement shall be enforceable against Customer in accordance with its terms. The terms and conditions of this Agreement supersede and replace any inconsistent provisions set forth in any purchase order of Customer relating to any Equipment. Customer hereby authorizes ORIX to obtain credit bureau reports and make such other credit inquiries as ORIX deems necessary. Customer shall provide ORIX with such corporate resolutions, opinions of counsel, financial statements, executed software sublicense agreements, and other documents (including UCC Financing Statements and other documents for filing and recording) as ORIX shall request from time to time. If more than one Customer is named in this Agreement, the liability of each shall be joint and several. Customer represents and warrants that Equipment is being rented or purchased hereunder, as applicable, for business purposes and not for personal, family or household purposes. Any failure of ORIX to require strict performance by Customer or any waiver by ORIX shall not be construed as a waiver of any other breach of the same or any other provision.