



## TERMS AND CONDITIONS

### 1. Acceptance:

These Terms and conditions represent the entire agreement between Neurovision Medical Products, Inc. (hereafter NMP) and you. No changes shall be valid and binding unless in writing and signed by an authorized representative of NMP. The express terms of these Terms and Conditions supersede and replace any prior understandings, whether written or oral, including your purchase order, and control any course of dealings or usage of trade. You shall not assign or transfer all or part of these Terms and Conditions or any interest therein, without the prior written consent of NMP.

### 2. Credit Approval; Payment, Pricing and Shipping:

All orders are subject to NMP credit approval. NMP may require you to complete an additional credit application prior to accepting any order. NMP reserves the right to refuse any order for any reason whatsoever. Payment for products shall be made by credit card, letter of credit, cash, wire, or conventional credit, upon approval and acceptance of your order by NMP. If conventional credit is granted, you agree that payment terms are net thirty (30) days from the invoice date, unless different terms are agreed to by NMP in writing. All payments will be in U.S. Dollars. Accounts not paid within 30 days of the date of the invoice, or otherwise agreed upon terms, are subject to a 1.5% monthly service charge. Buyer agrees to pay all costs and expenses associated with collection in addition to the amount collected, including without limitation any applicable interest, attorneys' fees, court costs, collection agency fees, and other legal expenses. Terms of sale will be FOB origin, freight prepaid and charged, and any shipping costs will be added to the price of the product at the time of purchase or on the invoice. Risk of loss and title to products sold to you pursuant to this Agreement shall pass to you at the time of delivery to a common carrier designated by NMP on NMP's dock.

### 3. Termination:

NMP may terminate these Terms and Conditions or your order for products at any time, in whole or in part and at the convenience of NMP upon written notice to you. You may terminate your order, upon written notice to NMP, at any time prior to acceptance by NMP. Any cancellation or termination by NMP, whether for default or otherwise, shall be without prejudice to any claims or damages or other rights of NMP against you.

### 4. LIMITED EXPRESS WARRANTY:

The products ordered hereunder shall be warranted as set forth in the Neurovision Medical Products Warranty Policy. This warranty can be obtained by contacting the corporate office. The warranty only runs to you, the original purchaser, and may be voided if the product(s) are serviced or repaired by anyone other than NMP or an organization duly authorized by NMP for such purpose.

SHOULD THE PRODUCT BECOME INOPERABLE DURING NORMAL AND PROPER USE IN ACCORDANCE WITH APPLICABLE INSTRUCTIONS, WITH THE TIME FRAME SPECIFIED IN THE WARRANTY, NMP WILL REPAIR OR REPLACE THE PRODUCT, AT ITS SOLE OPTION, AT NO CHARGE. NMP MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. IN NO EVENT SHALL NMP BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

### 5. NMP Property:

All intellectual property in the products shall be and remain the sole property of NMP

### 6. Compliance With Laws:

You shall at all times comply with all applicable federal, state and local laws and regulations governing the sale and distribution of the products. You shall obtain at your expense, all necessary governmental and other permits, licenses and approvals, including without limitation, import and export permits as applicable, which may be required for you to sell the products in any country outside the U.S. The foregoing notwithstanding, you agree that all products purchased are for your sole use in the state and/or country designated in your registration form and not for resale or use outside of the geographic area.

### 7. Damage in Transit; Returns:

All products are carefully packaged for shipment to prevent damage in transit. NMP must be promptly notified (within 14 calendar days) after receipt of damaged products. NMP is not responsible for lost or damaged products once delivered to the carrier; however, NMP will assist the purchaser in any reasonable manner in filing claims with the carrier for damages or lost products. All returns for credit, repair or warranty review must have prior return merchandise authorization (RMA) from NMP before shipment. All authorized returns must be sent prepaid to NMP and the RMA number must be prominently displayed on the shipping carton and all paperwork. Merchandise returned that does not meet NMP's policy will be returned to you at your expense. Merchandise returned with proper RMA identification, unopened and undamaged in the original packaging (as shipped from NMP), up to 30 days from invoice date, shall be credited at customer's price minus a 20% restocking charge. All sales over 30 days from invoice date are considered final. Any sterile merchandise returned that is obsolete, discontinued, not on the current price list, beyond its specified expiration date, deface, altered, damaged, has come into contact with body tissue or fluids, or is in an otherwise non-salable condition are not eligible for return or credit. Sterile merchandise must be returned in full-box quantities with packaging intact. Sterile products with broken seals, over labeling, special/custom devices and obsolete merchandise not listed in NMP's current price list are not returnable.

### 8. Taxes:

Prices are exclusive of, and you shall pay, all taxes, duties, levies or fees, or other similar charges imposed on NMP or on you by any taxing authority (other than taxes imposed on NMP's income) related to your order unless you have provided NMP with an appropriate resale or exemption certificate for the delivery location.

### 9. Controlling Law:

These Terms and Conditions and the performance of the parties here-under shall be controlled and governed by the laws of the State of California without giving effect to the principles of conflicts of laws or to the United Nations Convention on Contracts for the International Sales of Goods. NMP and you agree that the U.S. District Court sitting in Los Angeles, CA shall have jurisdiction over any dispute that is litigated and any dispute that is arbitrated shall be settled by binding arbitration with hearings in Los Angeles, CA pursuant to the rules of the American Arbitration Association.