



Terms and Conditions

These Terms and Conditions of Sale are applicable to all quotations and all sales (and leases) of products by iCRco, Inc. ("iCRco").

1. Orders, Quotations and Terms of Agreement. This Standard Terms and Conditions of sale are made part of the purchase order or other written agreement (the "Order") between the party specified in the Order, including any further end user or party responsible for payment thereunder (individually or collectively, "Buyer") and iCRco, Inc. ("iCRco") for Buyer's purchase of products ("Products") from iCRco. The Order, including these Terms and Conditions are sometimes referred to herein as this Agreement. Any quotation or other proposal for an Order is solely valid for the length of time specified therein or one week, whichever is longer. Acceptance of any Product shall be subject and expressly limited to the terms and conditions contained herein and any additional or different terms or conditions contained in Buyer's Order, acceptance or any response or communication related thereto, by any party, shall be of no effect nor in any circumstance binding upon iCRco, unless iCRco specifically agrees to such provision in a written instrument signed by an officer of iCRco. iCRco's quotation and/or acceptance of any Order by Buyer is expressly conditioned on Buyer's agreement to these Standard Terms and Conditions of Sale.

2. Acceptance of Orders by iCRco. All Orders are subject to acceptance by iCRco either in writing or by shipping Products. iCRco may reject or accept any Order in whole or in part and iCRco's shipment of less than all Products ordered will constitute acceptance only as to those Products shipped.

3. Delivery – Title – Risk of Loss. iCRco will use commercially reasonable efforts to meet requested delivery dates specified in the Order consistent with its current timeframes, but will not be liable for any failure to meet such dates or injury therefrom. Buyer shall be responsible for all freight, transportation and other shipping costs. Risk of damage or loss to any Product shall pass to Buyer upon the of earlier of (i) delivery to common carrier; broker or Buyer's broker representative; (ii) delivery to any port of entry, or (iii) delivery of the Product to Buyer, Buyer's representative or to Buyer's designated delivery dock.

4. Prices and Taxes. All prices, including those quoted, are subject to adjustment to iCRco's prices and terms in effect at the time of shipment. All prices are in U.S. dollars, FOB point of shipment, and do not include any sales, use or other taxes. Buyer will pay or reimburse iCRco for all shipping costs, taxes and other amounts payable to governmental authorities in connection with the applicable transactions, or will provide iCRco with an exemption certificate satisfactory to iCRco.

5. Payment. Buyer agrees to pay the amount set forth on iCRco's invoice or Order in United States dollars within the date set forth on the Order. Any amount not paid by the due dates set forth on the Order will be subject to a finance charge equal to 1.5% per month or the highest rate allowable by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Payment of such finance charges will not excuse or cure Buyer's breach or default for late payment or other default. Buyer further agrees to reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by iCRco to collect any amount not paid when due. iCRco may accept any payment in any amount without prejudice to iCRco's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any payment, accompanying any payment or elsewhere will be construed as an accord or satisfaction. Buyer grants a security interest in the Products and all proceeds thereof until all payments due have been received by iCRco and hereby authorizes iCRco to file appropriate UCC and other security interest documents in order to perfect such security interest.

6. Product Requirements. Buyer agrees that all Products provided hereunder shall be installed and maintained in accordance with iCRco's Minimum System and Support Requirements as set forth on its website at www.icrco.com/termsandconditions, and as may be amended from time to time, and that failure to install and maintain any such Product in accordance with such requirements shall void any warranty obligation of iCRco.

7. Limited Warranty, Disclaimers and Sole Remedy. iCRco warrants that each Product, including iCRco software, will be free from defects in materials and workmanship and will operate in material respects in accordance with applicable specifications and manuals provided by iCRco. iCRco makes no other warranties, except warranty of title and no other warranties are implied. Unless expressly stated otherwise in this Agreement or a written distribution agreement between iCRco and the Buyer, this limited warranty will be in effect for one (1) year from the date of shipment of the Product from iCRco (each, a "Warranty Period"). The Warranty Period for phosphor imaging plates is thirty-six (36) months from the date of shipment from iCRco. These warranties do



not include physical damage such as scratches, gouges, injury from impact, abuse, or improper handling or installation, modifications, unauthorized service, or unauthorized use with third party equipment or software, each of which shall invalidate any such warranty otherwise available hereunder. ICRCO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR ANY

PRODUCTS OR SERVICES, AND SUCH WARRANTIES, CONSTITUTE THE SOLE AND EXCLUSIVE LIABILITY OF ICRCO IN CONNECTION WITH ANY PRODUCT PROVIDED BY ICRCO AND ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, EXPRESS, IMPLIED, OR ARISING BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE (ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OF ICRCO; AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR INFRINGEMENT. iCRco neither assumes nor authorizes any person to assume for it, any other obligation or liability in connection with any Product provided by it. iCRco does not warrant that any Product sold or provided by it is free of the rightful claim of any third party by way of infringement, or the like. The foregoing shall constitute the total liability of iCRco and the sole and exclusive remedies of the Buyer.

8. Warranty – Product Service – Returns. If Buyer gives iCRco written notice during the Warranty Period of any Product's failure to comply with this warranty, iCRco will use commercially reasonable efforts to correct the noncompliance by: (i) repairing or modifying the non-complying Product; (ii) providing Buyer with a replacement Product; or (iii) refunding the price paid by Buyer to iCRco for the Product, each at iCRco's sole discretion. In the event of a refund, the price paid will be amortized over a period of five years from the date of delivery and the amount of the refund will be equal to the unamortized portion of the price paid. This warranty will not apply to any Product that: (i) has not been operated and maintained in accordance with applicable instructions and manuals, (ii) has been installed, serviced or altered by unauthorized personnel, or (iii) has been misused, abused, damaged or subjected to operation for which it was not intended or in conjunction with equipment which it has not been approved.

9. No Liability For Third Party Software; Data, Password, Internet Access. The introduction of unauthorized software, data, administrative access, or unauthorized internet access or use, including any data, file, administration, virus or malware, to any process or processor provided with the Products without the express written permission from iCRco is not approved, recommended, nor authorized and shall invalidate any warranty and any service contracts for the Products.

10. Excused Performance. iCRco will not be responsible for or be considered to be in breach of this Agreement on account of any cause beyond its reasonable control or not occasioned by iCRco's direct fault or material negligence (including, but not limited to, iCRco's inability to procure parts, equipment or services).

11. LIMITATIONS OF LIABILITY. ICRCO'S TOTAL LIABILITY, WHETHER ARISING UNDER CONTRACT, WARRANTY TORT STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER TO ICRCO FOR THE PRODUCT GIVING RISE TO SUCH CLAIM. FURTHER, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT OR SERVICES FURNISHED UNDER THIS AGREEMENT.

12. Intellectual Property Rights. The Products involve valuable patent, copyright, trademark, trade secret and other intellectual property rights of iCRco. iCRco reserves all such rights. No title to or ownership of any intellectual property rights related to any Product is transferred to Buyer pursuant to this Agreement. Buyer agrees to not attempt to reverse engineer any Product or component thereof or to otherwise misappropriate, circumvent or violate any of iCRco's intellectual property rights.

13. Product Transfers. Buyer will not, without the prior written consent of iCRco, ship or otherwise transfer any Product to a location outside the country to which the Product is shipped by iCRco. If Buyer wishes to transfer any Product to a location other than the location to which it is shipped by iCRco or to any third party, Buyer will give iCRco prior written notice of the transfer (including, without limitation, the date of the proposed transfer, the location to which the Product is being transferred, and the name, address and telephone number of the proposed transferee).

14. Compliance with Export Laws. Buyer acknowledges that the Products are controlled for export by the U.S. Dept. of Commerce and that the Products may require U.S. governmental authorization prior to export from the U.S. or re-export to



another country. Buyer agrees that it will not export, re-export or otherwise distribute Products in violation of any export control laws of the U.S.

15. Unenforceable Provision. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were replaced with a valid and enforceable provision as similar as possible to the one replaced.

16. Nonwaiver. Any failure by iCRco to insist upon or enforce performance by Buyer of any of the provisions of this Agreement or to exercise any right or remedy under this Agreement will not be construed as a waiver or relinquishment to any extent of iCRco's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather the same will be and remain in full force and effect.

17. Binding Effect - Assignment/Transfer. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors, assigns, transferees and legal representatives.

18. Applicable Law. iCRco and Buyer agree that this Agreement will solely be interpreted, and enforced in all respects in accordance with the laws of the State of California, USA, without reference to its choice of law principles. The U.N. Convention on Contracts for the International Sale of Goods and UCITA will not apply to this Agreement.

19. Confidentiality. Quotes and Orders contain Confidential information of iCRco and Buyer agrees to maintain such information as confidential to the same degree it maintains its own confidential information.

20. Entire Agreement Amendments. This Agreement, as published @ iCRco's website at www.icrco.com/termsandconditions, which may be amended by iCRco from time to time in its sole discretion, constitutes the entire agreement, and supersedes any and all prior agreements, between iCRco and Buyer with regard to the Products. Buyer, may not make any amendment, modification, or waiver of this Agreement unless set forth in a written instrument signed by an officer of iCRco and Buyer.