

TERMS AND CONDITIONS

1. **TERMS:** The Terms and Conditions set forth in the Agreements below (the quote) shall become effective upon execution of this Agreement by both parties (the Quote Effective Date). The terms shall be for the period defined on the face hereof.
2. **WARRANTY AGREEMENT:** Except as otherwise provided herein, Rankin Biomedical Corporation agrees to perform all necessary repair on the Equipment listed on the face hereof (the "Equipment"). This service includes all parts necessary to maintain the Equipment in operational condition. Parts supplied under this Agreement will be new or reconditioned to meet Rankin Biomedical Corporation specifications for the Equipment and will be in exchange for the parts replaced. Consumable supplies and accessories are not included under this Agreement, but may be purchased separately. Rankin Biomedical Corporation reserves the right to perform service or repair on site or at Rankin Biomedical in Holly, Michigan. Excluded from coverage under this Agreement are services and parts required as a result of:
 - a. Customer abuse, misuse, neglect, accident, or other causes beyond Rankin Biomedical Corporation control;
 - b. Modifications or attachments to Equipment without prior written authorization from Rankin Biomedical Corporation;
 - c. Service of the Equipment by other than Rankin Biomedical Corporation personnel without prior written authorization from Rankin Biomedical Corporation;
 - d. Use of software not approved in writing by Rankin Biomedical Corporation;
3. **SERVICE HOURS:** All service provided hereunder will be performed at mutually agreeable times during normal working hours (8:00 AM to 5:00 PM, Monday through Friday, holidays excluded). Customer requests for service outside normal working hours as defined above will not be provided under this Agreement, and Customer agrees that for such requests it will pay for travel and labor times, and a two (2) hour minimum charge, plus expenses. Charges for such services provided outside normal working hours will be at 100% of the published service rates then in effect for the Equipment.
4. **SITE APPROVAL:** Within 10 days after the Service Effective Date, an initial site survey may be undertaken by a Rankin Biomedical Corporation Representative to determine if the site (as defined on the face hereof) meets all environmental and electrical specifications prescribed by Rankin Biomedical Corporation for the Equipment. If at any time during the terms of this Agreement the site does not meet Rankin Biomedical Corporation specifications prescribed for the Equipment, Rankin Biomedical Corporation obligations hereunder will be suspended until the site satisfies such specifications. Notwithstanding such suspension, Customer will be obligated to continue paying the monthly charge. In the event Customer moves the Equipment, or any part thereof, from the site, Rankin Biomedical Corporation reserves the right, in addition to any other rights it has with respect to the site approval, to adjust the monthly charge effective immediately to reflect any increased service costs and to impose a re-installation charge for any additional site survey costs incurred by Rankin Biomedical Corporation.
5. **PAYMENT:** Rankin Biomedical Corporation will invoice Customer for periodic charges in advance and for any additional charges for special services rendered. Invoices shall be due and payable within thirty (30) days after date of invoice. Past due invoices will carry a late charge of 1 ½ % per month.
6. **LIMITATION OF LIABILITY:** Rankin Biomedical Corporation will in no event be liable for any direct, indirect, or special consequential damages whatsoever, whether claims therefore are grounded in tort (including negligence), strict liability, or contract.
7. **FORCE MAJEURE:** "Force Majeure" means the occurrence of any unforeseen event beyond the reasonable control of Customer or Rankin Biomedical Corporation which disrupts, hinders, or otherwise delays Customers or Rankin Biomedical Corporation performance of their contractual obligations. In such case, the part prevented from performing its obligations shall notify the other party without delay of the nature and anticipated duration of such hindrances and shall keep the other party informed of events. During the continuance of circumstances constituting Force Majeure and preventing performance of this Agreement, this Agreement shall be suspended and neither party shall be in breach for such suspension of performance, which shall extend until the affected party is free from the Force Majeure, and is able to resume its performance.
8. **DEFAULT:** In the event either party fails to observe or perform any term or condition or make any payment required by this Agreement, and such default continues for a period of twenty (20) days after written notice thereof, the non-defaulting party shall have the right to declare this Agreement terminated, which right shall be in addition to such other rights provided hereunder or in any other lawful manner.
9. **CANCELLATION:** This Agreement may be terminated by either party giving at least 30 days prior written notice or cancellation. Refund of sums paid in advance will be made to customer in amount equal to the balance remaining after any such advance payment of the greater of (a) the advance payment multiplied by the percentage of elapsed time under the agreement, or (b) the amount the Customer would have been charged for parts or service at prices in effect at the time of cancellation in the absence of this Agreement. If cancellation is effected by Rankin Biomedical Corporation without fault of the customer, then the amount will be the lesser of the sums set forth in items (a) and (b) above.
10. **NOTICE:** All written notices required or permitted hereby shall be sent by registered mail and shall be sent to the address set forth on the face of this Agreement.
11. **WAIVER:** Waiver by either party of any default under this Agreement by the other shall not be deemed a waiver by such party of any other default.
12. **ENTIRE AGREEMENT:** This document supersedes all prior negotiations, commitments and writings with respect to the services to provide hereunder.
13. **GOVERNING LAW AND CHOICE OF FORUM:** This Agreement shall be governed by the laws of the State of Michigan and all legal and equitable actions brought in relation hereto shall be filed in the appropriate State or Federal court in Michigan unless Rankin Biomedical Corporation _____ ate or Federal court or otherwise waives this provision.