

TERMS AND CONDITIONS

1. **TERMS AND CONDITIONS:** The Terms and Conditions set forth below and in this Service Maintenance Agreement (the "Agreement") shall become effective upon execution of this Agreement by both parties (the "Quote Effective Date"). The Terms and Conditions shall be for the period defined on the face hereof.
2. **FULL SERVICE AGREEMENTS:** Except as otherwise provided herein, Tech One Biomedical LLC agrees to perform all reasonably necessary repairs on the Equipment listed on the face hereof (the "Equipment"). This service includes all material parts necessary to maintain the Equipment in reasonable operational order. Parts supplied under this Agreement will be new or reconditioned to meet Tech One Biomedical LLC's 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. 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 Tech One Biomedical LLC's control;
 - b. Modifications or attachments to Equipment without prior written authorization from Tech One Biomedical LLC;
 - c. Service of the Equipment by other than Tech One Biomedical LLC personnel without prior written authorization from Tech One Biomedical LLC; or
 - d. Use of software not previously approved in writing by Tech One Biomedical LLC;
3. **PREVENTIVE MAINTENANCE AGREEMENT:** Except as otherwise provided herein, Tech One Biomedical LLC agrees to perform standard preventive maintenance service on the Equipment. This service includes maintenance visits reasonably necessary to calibrate and align the Equipment in reasonable operational order according to specifications. Parts supplied under this Agreement will be new or reconditioned to meet Tech One Biomedical LLC's specifications for the Equipment and will be charged to the Customer. Consumable supplies, parts and accessories are not included under this Agreement but may be purchased separately.
4. **SERVICE HOURS:** All service provided hereunder will be preformed 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.
5. **SITE APPROVAL:** Within ten (10) days after the Quote Effective Date, an initial site survey may be undertaken by a Tech One Biomedical LLC Representative to determine if the Site (as defined on the face hereof) meets all material environmental and electrical specifications prescribed by Tech One Biomedical LLC for the Equipment. If at any time during the terms of this Agreement the Site does not meet Tech One Biomedical LLC specifications prescribed for the Equipment, Tech One Biomedical LLC's 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, Tech One Biomedical LLC 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 Tech One Biomedical LLC.
6. **PAYMENT:** Tech One Biomedical LLC 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 One and one-half percent (1 ½ %) per month.
7. **LIMITATION OF LIABILITY:** Tech One Biomedical LLC will in no event be liable for any direct, indirect, special or consequential damages whatsoever, whether claims therefore are grounded in tort (including negligence), strict liability, or contract.
8. **FORCE MAJEURE:** "Force Majeure" means the occurrence of any unforeseen event beyond the reasonable control of Customer or Tech One Biomedical LLC which disrupts, hinders, or otherwise delays Customer's or Tech One Biomedical LLC's performance of their contractual obligations. In such case, the party 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

Initials: _____
Tech One Biomedical LLC

Company

Majeure, and is able to resume its performance. Notwithstanding the foregoing, if said suspension for such Force Majeure continues for more than ninety (90) days in any one (1) calendar year, then the non-affected party shall have the right to terminate this contract immediately upon written notice to the affected party.

9. **DEFAULT:** In the event either party fails to observe or perform any material 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 any other right provided hereunder or at law.
10. **CANCELLATION:** This Agreement may be terminated by either party giving at least 30 days' prior written notice of cancellation. Refund of sums paid in advance will be made to customer in an amount equal to the balance remaining after from such advance payment there is deducted an amount equal to the advance payment multiplied by the percentage of elapsed time under the agreement.
11. **NOTICES:** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communication must be sent to the address set forth on the face of this Agreement.
12. **AMENDMENT AND MODIFICATION; WAIVER:** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
13. **Headings:** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
14. **Severability:** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
15. **Entire Agreement:** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
16. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns. The Customer may not assign its rights or obligations hereunder without the prior written consent of Tech One LLC. No assignment shall relieve the assigning party of any of its obligations hereunder.
17. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
18. **GOVERNING LAW AND CHOICE OF FORUM:** This Agreement shall be governed by the laws of the State of Illinois and all legal and equitable actions brought in relation hereto shall be filed in the appropriate State or Federal court in Illinois unless Tech One Biomedical LLC elects to file an action in any other State or Federal court or otherwise waives this provision.

Initials: _____
Tech One Biomedical LLC

Company