

**RAPID MR International, LLC**  
**1500 Lake Shore Drive, Suite 310**  
**Columbus, OH 43204**

## **General Terms and Conditions**

### **I. General**

These General Terms and Conditions (the "Terms") and the document in which the Terms are included constitute the entire and only agreement by and between Buyer and Rapid MR International, LLC (hereinafter "RAPID") respecting the subject matter hereof and shall supersede all prior agreements or understandings, whether written or oral. Any representation, affirmation of fact, and course of prior dealings, promise or condition in connection therewith or usage of trade not incorporated herein shall not be binding on any party. The headings preceding any text herein are inserted for convenience of reference purposes and shall not in any way affect the meaning, construction, or effect of the text. Any failure by RAPID, to exercise any right shall not constitute or be deemed a waiver or forfeiture of such right or any other rights. Only a duly authorized officer of RAPID has the authority to alter, vary, or waive any of the Terms and no waiver, alteration or modification of any of the Terms shall be binding unless in writing and signed by a duly authorized officer of RAPID. Unless designated in writing by a duly authorized officer of RAPID, no sales representative of RAPID shall have such authority. If any of the Terms shall be held by a court of competent jurisdiction to be contrary to any law or be deemed unenforceable, the remaining Terms shall remain in full force and effect with such contrary or unenforceable provision limited or excluded to the minimum extent required under applicable law. All rights of RAPID, hereunder shall inure to the benefit of RAPID's respective heirs, executors, administrators, and assigns and all obligations of Buyer hereunder shall bind the heirs, executors, administrators, successors, and assigns of Buyer. If there is more than one Buyer, their obligations shall be joint and several.

### **II. Purchase Orders**

All purchase orders and commissions on the part of Buyer require the written confirmation of RAPID. Any particular promises on the part of RAPID must also be in writing. The orderer's purchase conditions shall not apply unless consented to in writing by RAPID. Silence by RAPID regarding any such conditions shall under no circumstances be deemed consent to such conditions. Buyer agrees that data concerning Buyer may be electronically stored and processed by RAPID.

### **III. Offer**

1. In the absence of a stated term for any binding written offer submitted by RAPID, such offer shall terminate at the end of three (3) months from the date of the offer.

2. All working papers and drawings, writings, data, designs, specifications, and other materials and information provided by RAPID are for informational purposes only and are not binding on RAPID in any way whatsoever. Offers in catalogues and brochures of RAPID shall not be binding unless they are expressly described as binding. Immaterial changes in

illustrations, drawings, dimensions and weights, consumption and performance information and like materials, as given in the offers or order confirmations of RAPID shall be accepted by Buyer. Without restriction, all copyright and ownership interest in all working papers, drawing, writings, data, designs, specifications, offers, order confirmations, cost estimates and other offer documents furnished by RAPID shall remain with RAPID. All such materials are intended for confidential use only and Buyer shall not disclose any such materials to any third party without the prior written consent of RAPID. Buyer further agrees not to use such materials and information in any way detrimental to the interests of RAPID. RAPID reserves the right to make, at any time or times, and without notice, any change in detail, design, or construction to any good or part thereof and, in the event of any such change, RAPID shall have no obligation whatsoever to make similar changes to any good or part thereof previously delivered to Buyer.

3. In any proposal comprising a quotation by RAPID for any good or part thereof that is based on Buyer's requirements as RAPID understands them, Buyer acknowledges that Buyer alone has determined that materials purchased or processed will suitably meet the requirements of Buyer's intended use. If any good or part thereof provided to Buyer is to be prepared for manufacture, manufactured, or packaged according to Buyer's design, specification, or instruction, Buyer agrees to indemnify, defend, and hold harmless RAPID against any claim, expense, liability, or loss resulting from infringements of patents, trademarks, copyrights, designs, and any and all other intellectual property infringements arising from compliance with Buyer's design, specification or instruction.

### **IV. Scope of delivery, delivery dates, cancellation of delivery**

1. Unless otherwise stated on the face hereof or otherwise agreed to in a writing signed by a duly authorized officer of RAPID, all goods or parts thereof are delivered F.O.B. Point of Origin, whereupon all expense, risk of loss, and damage shall be upon Buyer. Title to any good or part thereof shall pass to Buyer only upon receipt by RAPID of all sums due hereunder, but such title shall remain subject to any lien or security interest granted by Buyer to RAPID. RAPID shall, at Buyer's cost, insure the delivery against transport damage for a sufficient sum. Notwithstanding the foregoing, Buyer shall be responsible for all shipping and freight charges, and all packaging and insurance charges, for any good or part thereof, including, without limitation, costs of packing and shipping defective parts and/or replacement or repaired parts.

2. Technical protection devices will only be provided when required by law or expressly agreed upon in writing.

3. Delivery dates and production figures are approximate and are based on the prompt receipt by RAPID of all information and materials it deems necessary. RAPID reserves the right to make deliveries based on information contained in prior orders of Buyer on file with RAPID.

4. RAPID is entitled to make partial deliveries.

5. All dates and deadlines for delivery of RAPID goods and services shall only be binding if described as binding in a writing executed by RAPID. If non-compliance with deadlines is due to reasons for which RAPID is not responsible, the deadline shall be extended correspondingly. This applies particularly in cases of acts of God, declared war, government regulation, terrorism, disaster, extreme weather, civil disorder, curtailment of transportation or transportation facilities, measures taken as part of an industrial dispute (especially strikes and lock-outs) and the failure of subcontractors to deliver goods or services in so far as RAPID is not responsible, and other unforeseeable circumstances for which RAPID is not responsible (collectively cases of "Force Majeure").

6. Failure to deliver within the time estimated, to the extent such delay is caused solely by RAPID, shall not be deemed a breach of contract by RAPID. Without limiting the foregoing, and only to the extent Buyer can prove that it has suffered damages as a result of such delay, Buyer may claim damages not exceeding 0.5% of the aggregate price for each complete week by which delivery of the goods or services are delayed. Such damages shall in no event exceed 5% of the aggregate purchase price. Notwithstanding the foregoing, RAPID shall not be liable for any consequential damages.

7. Claims both for loss or damage on the part of the purchaser due to delayed delivery and claims for loss or damage in place of delivery which exceed the restrictions set out in Section IV.6. herein are excluded in all cases of delayed delivery, even after the expiration of an extension of the delivery period granted to RAPID.

8. When so requested by RAPID, Buyer must state within a reasonable period of time if Buyer will withdraw from the contract due to the delayed delivery, claim damages in place of delivery, or insist on delivery. Without limiting any of the foregoing provisions of this Section IV, acceptance of any good or part thereof by Buyer shall constitute a waiver of any and all claims for delay.

9. If delivery should be delayed as a result of circumstances for which Buyer is responsible, all risk passes to Buyer upon notification by RAPID that the goods are ready for delivery. After the expiration of a reasonable extension of time to accept the goods, RAPID is entitled to cancel Buyer's order and dispose of the goods elsewhere. If delivery is delayed at the request of the purchaser by more than one month after being informed of the readiness of the goods, RAPID may charge Buyer reasonable storage fees in the amount of 0.5% of the price of the goods for each month or partial month, such storage fees not to exceed in the aggregate 5% of the purchase price. Such storage fees are subject to change by RAPID without notice.

### **V. Prices**

Prices are those stated in the written offer provided by RAPID, and are subject to change by RAPID without notice, unless such offer states otherwise. Except as expressly stated on the face hereof, RAPID's prices may not include sales, use, excise, and similar taxes and charges or import or export duties, taxes or tariffs.

### **VI. Terms of payment**

1. Payment in full must be received by RAPID within 30 days from date of invoice (the "Due Date").

2. Buyer shall not be entitled to hold back any payment or partial payment beyond the Due Date as a result of any partial delivery.

3. Interest (at the rate of one and one-half percent (1.5%) per month (18% annual percentage rate) or the maximum legal rate, whichever is lower) will be charged to Buyer on all amounts owed to RAPID hereunder that remain outstanding after the Due Date. RAPID reserves the right to modify these payment terms at any time prior to delivery. Buyer's failure to pay on this or on any other obligation to RAPID in a timely fashion will entitle RAPID to hold delivery of accepted and/or completed orders until appropriate payment is made. Payment terms are subject to ongoing satisfactory credit approval of Buyer. RAPID may, at any time or times, suspend performance of any order or require full or partial payment in cash, delivery of security and collateral, or other adequate assurance satisfactory to RAPID when, in RAPID's judgment, the financial condition of Buyer or other grounds for insecurity warrant such action. Buyer agrees to pay all collection expenses (including, without limitation, all court costs, legal and administrative expenses, and attorneys' and other fees) paid or incurred by RAPID to recover all amounts due to RAPID. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, RAPID shall be entitled to cancel any order of Buyer then outstanding.

### **VII. Grant of Security Interest**

1. To secure the full and prompt payment and performance of any and all debts, liabilities, agreements, covenants, warranties, obligations, and amounts from time to time now or hereafter owing by Buyer to RAPID (the "Obligations"), Buyer, in consideration of RAPID's obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to RAPID (the "Secured Party") a continuing first priority security interest in and liens against any good or part thereof tendered for delivery to Buyer by RAPID with any and all additions, accessions and replacements thereto and proceeds and products thereof, whether now owned or existing or hereafter acquired or coming into existence (collectively, the "Collateral").

2. Buyer agrees that any good or part thereof tendered for delivery by RAPID will be used primarily for business purposes. Buyer irrevocably appoints Secured Party as Buyer's attorney-in-fact with full authority to take any action and to prepare, execute and/or file any instrument that Secured Party deems necessary to carry out the terms herein and to perfect, and maintain the perfection of, Secured Party's lien against and first priority security interest in the Collateral. Buyer agrees to pay any and all costs and expenses in connection with the actions taken by Secured Party in connection with the preceding sentence, or to reimburse Secured Party for the same. Buyer agrees not to permit any of the Collateral to

become a fixture to any real estate that is not subject to a mortgage or deed of trust made by Buyer in favor of Secured Party.

3. Upon the happening of any of the following events or conditions: (a) default by Buyer in the payment or performance of any of the Obligations; (b) Buyer becomes insolvent, is generally unable to pay its debts as they become due, makes an assignment for the benefit of creditors, calls a meeting of creditors for the composition of debts, or makes any material misrepresentation in connection with any of the Obligations; (c) there shall be filed by or against Buyer a petition for bankruptcy or for reorganization or a custodian, receiver or agent is appointed or authorized to take charge of any of its properties; (d) there shall occur any material and adverse change in the business operations and conditions of Buyer; (e) there shall occur a material casualty loss with respect to the Collateral or other security for any of the Obligations, which is not covered by insurance; (f) the Collateral or other security for any of the Obligations shall decline in value with the result that Secured Party's security for the Obligations is materially diminished; or (g) Secured Party deems itself insecure, then Secured Party may, at its sole option, declare the entire amount of the Obligations then outstanding due and payable at once and, in addition to all other rights and remedies provided herein or otherwise applicable to it, exercise all rights and remedies of a secured party under applicable law. Buyer agrees that any requirement or reasonable notice of any disposition of the Collateral shall be satisfied if such notice is mailed to the address of Buyer on the face hereof or as otherwise known by RAPID at least ten (10) days prior to the time of such disposition.

#### VIII. Indemnity

Buyer shall use and shall require its employees and agents to use all safety devices and proper safety operating procedures, including, without limitation, those set forth in manuals, instruments, and related documents furnished to Buyer. Buyer shall not remove or modify any such safety device. Buyer agrees to indemnify, defend, and hold harmless RAPID from any liability or obligation incurred in connection with the operation of any good or part thereof. Buyer shall assume the sole responsibility and all risk for any and all loss, damage, or injury (including death) to any and all persons (including, without limitation, to employees and agents of Buyer and RAPID) and to all property in connection with the performance of its obligations hereunder or any act or omission of Buyer, and shall indemnify, defend, and hold harmless RAPID from and against any and all claims, liabilities, expenses (including, without limitation, attorneys' fees), fines, penalties, damages, and economic losses of whatsoever nature associated therewith, except for such claims, liabilities, etc. caused by the gross negligence or willful misconduct of RAPID. Buyer hereby releases and waives all rights of subrogation against RAPID possessed by Buyer's insurers and hereby represents that it is authorized by its insurers to grant such release and waiver.

#### IX. Warranty

1. If ANY good OR PART THEREOF quoted herein IS the product of a manufacturer other than RAPID, RAPID HEREBY ASSIGNS TO BUYER, TO THE EXTENT ASSIGNABLE, SUCH MANUFACTURER'S WARRANTY FOR SUCH GOOD OR PART, AND RAPID SELLS such good or part TO BUYER "as is" and "with all faults" and RAPID disclaims, and there shall be excluded from the relationship between Buyer and RAPID, any warranty, written or oral, statutory, express or implied, including, without limitation, any warranty of title and any warranty of merchantability or fitness for a particular purpose with respect to SUCH good OR PART.

2. RAPID guarantees that, except as otherwise provided in Section IX.1., at the point of origin, the goods are free from material and manufacturing defects and that the delivered product has the physical and technical characteristics laid down in the product description enclosed with the delivery.

3. The warranty period is 24 months from the date the goods leave Point of Origin for delivery to Buyer (the "Warranty Period").

4. For subsequent repairs, the warranty period is 6 months from the time when the need for repairs was reported. However, this period shall run at least until the end of the Warranty Period, named under Section IX.3.

5. Buyer is obliged to check the object of the delivery on arrival to ensure that it is complete and its characteristics are as described in the contract, and to report in writing any obvious damage and defects found to RAPID immediately; however, at the latest within a period of 4 weeks. RAPID shall not be liable for any such damage or defects not reported within 4 weeks from the date of arrival.

6. The warranty covers, at the option of RAPID, either the repair or the correction of the faulty products at the factory of RAPID or at the place to which the delivered object was contractually delivered. If the repair or the correction is performed in the factory of RAPID, RAPID shall bear the delivery costs. In the event of an inadequate repair or replacement delivery, Buyer, at its option, may cancel the contract or demand the price be reduced.

7. No responsibility is taken for damages that are due to improper use or operation of the delivered object by Buyer or third parties. The same applies for improper start-up, violation of operating regulations, instructions for use, for use of unsuitable fuels, negligent treatment, excessive stress and strain, etc. by Buyer or third parties, for normal wear and tear and for chemical, electrochemical or electrical factors which could not be foreseen under the terms of the contract. All Warranties shall be void upon Buyer or third parties making any changes, modifications or alterations to the goods delivered without the prior written agreement of RAPID.

8. THE WARRANTIES STATED IN THIS PARAGRAPH ARE EXCLUSIVE AND IN

LIEU OF, AND RAPID HEREBY DISCLAIMS AND THERE SHALL BE EXCLUDED FROM THE RELATIONSHIP BETWEEN BUYER AND RAPID, ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### X. Claims for Compensation

The liability of RAPID and the exclusive remedy of Buyer for any action arising hereunder, or for the use or operation of any good or part sold or delivered by RAPID to Buyer, whether based in contract, negligence, strict liability, tort, breach of warranty, or otherwise, is limited to that described in the Terms and shall not in any case exceed, at RAPID's sole option, the cost of correcting defects in or replacing any good or part thereof as herein provided, or the price of the good, or part thereof, which gives rise to the claim (whichever is lesser). The foregoing shall constitute the sole and exclusive remedy of Buyer and the sole and exclusive liability of RAPID. RAPID shall not be liable, in any event, for direct, indirect, incidental, exemplary, special, or consequential damages of any nature whatsoever, including, without limitation, lost profits, loss of time or use of product, inconvenience, commercial loss, or injury or damage to persons or property, or failure of any good or part thereof to comply with any law. Any claim or cause of action for damages or any other remedy against RAPID must be commenced within 1 year after the claim or cause of action has accrued. Any claim or cause of action which is not brought against RAPID within the aforementioned time period shall be deemed irrevocably waived and forever barred, and RAPID shall be forever released from liability for any loss, cost, expense, damage, AND other remedy. Buyer hereby waives its right to trial BY jury on any claim arising hereunder OR IN CONNECTION WITH ANY GOOD OR PART SOLD OR DELIVERED BY RAPID TO BUYER.

#### XI. Adaption of Contracts

In so far as cases of Force Majeure, as defined in Section IV.5. of these Terms, materially alter the economic significance of this contract or materially affect the operations of RAPID, this contract shall be renegotiated by the parties in good faith. In so far as it is not economically reasonable to RAPID, RAPID shall have the right to withdraw from the contract, so long as RAPID provides Buyer with notice of RAPID's intent to withdraw as soon as reasonably feasible.

#### XII. Choice of Law

The agreement between Buyer and RAPID and these Terms shall be construed to be between merchants and shall be governed by, and construed in accordance with, the laws of the United States of America and the State of Ohio, without application of the conflict of law principles thereof.

#### XIII. Dispute Resolution

1. If a dispute arises out of or relates to this contract or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions the Parties may endeavor to settle the dispute by mediation under the Mediation Rules of the American Arbitration Association before recourse to the arbitration procedures contained in this Agreement. The location of the mediation shall be Columbus, Ohio. Once one Party files a request for mediation with the other contracting Party and with the American Arbitration Association, the Parties agree to conclude such mediation within sixty (60) days of filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator.

2. If a claim is not resolved through mediation, the sole remedy of any Party to the mediation process shall be to make a written demand for binding arbitration after the earlier of the termination of the mediation or sixty (60) days after the filing of the mediation request. Such arbitration shall be conducted by a single arbitrator selected by the Parties or, if the Parties cannot agree on a single arbitrator, then by a panel of three arbitrators (with each Party to this contract each selecting an arbitrator and the two selected arbitrators selecting the third), in accordance with the Arbitration Rules of the American Arbitration Association then in effect unless the Parties agree otherwise. In the event a Party does not comply with the procedural and time requirements established by the arbitrators, then the arbitrators shall render a decision based solely on the memoranda and evidence which was timely filed by either of the Parties. Notice of demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association.

3. The Parties agree that all Parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the contracts to provide for the consolidation of such dispute resolution proceedings.

4. A Party who files a notice of demand for arbitration must assert in the demand all claims then known to that Party on which arbitration is permitted to be demanded. When a Party fails to include a claim through oversight, inadvertence or excusable neglect, or when a claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

5. The award entered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

6. Each Party shall be solely responsible for its attorney's fees, costs and expenses incurred in connection with such mediation and/or arbitration.