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TERMS AND CONDITIONS

1. Acceptance, Governing Provisions and Cancellation. This quotation or invoice constitutes an offer by Alber USA, LLC ("Seller") to sell the products and/or services described herein in accordance with these terms and conditions and is expressly conditioned upon assent to these terms. The customer as described herein ("Buyer") will be deemed to have assented to these terms and conditions unless Seller receives written notice of any objection within 15 days after receipt of this form and in all events prior to any delivery or other performance of Buyer's order. No additional different conditions will be binding upon Seller unless specifically agreed to in writing signed by duly authorized personnel of Seller, failure of Seller to object to provisions contained in any purchase order or other communication from a Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. No order accepted by Seller may be cancelled or altered by the Buyer except upon terms and conditions acceptable to Seller, as evidenced by written consent signed by duly authorized personnel of Seller. Orders for specially built or altered product may not be canceled or altered unless Buyer shall reimburse Seller for all costs incurred in the preparation of Buyer's order to the date of cancellation.

2. Delivery, Risk of Loss and Transportation Costs. All products are sold FOB Seller's warehouse located in Oakdale, PA, unless otherwise stated on the reverse side hereof. Delivery of products to a carrier at Seller's warehouse or other loading point shall constitute delivery to Buyer, and regardless of shipping terms or freight payment, all risk or loss or damage in transit shall be borne by Buyer. Method and route of shipment shall be at the discretion of Seller unless Buyer specifies otherwise; any additional expense of the method or route of shipment specified by Buyer shall be borne entirely by Buyer.

3. Partial Shipments, Claims and Delays. Seller will attempt to combine multiple orders for a single shipment. However, Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein, all such installments to be separately invoice and paid for when due per invoice, without regard to subsequent deliveries. Orders including stock merchandise and non-stock items may be separated, at Seller's discretion so that prompt shipment can be made on stock items. Delay in delivery of any installment shall not relieve Buyer of his obligations to accept remaining deliveries.

Claims for shortages or other errors in delivery must be made in writing to Seller within 10 days after receipt of shipment. The failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss or damage to goods in transit should be made to the carrier and not to Seller.

Seller shall not be liable for any damage as a result of any delay due to any cause beyond Seller's reasonable control, including, without limitation, an act of God, act of the Buyer, embargo or other governmental act, regulation of request, fire, accident, strike, slowdown, war, riot, delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities.

4. Payment and Prices. Cash terms net 30 days from date of invoice, unless otherwise stated on the reverse side hereof. If during the period of performance of an order, the financial condition of the Buyer shall not justify the payment terms specified, or if Buyer shall fail to make any payments in accordance with Seller's terms, Seller may require full or partial payment in advance before proceeding with the order. All prices are subject to change without notice.

5. Taxes and Other Charges. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and the Buyer shall be paid by the Buyer in addition to the prices quoted or invoiced. In the event the Seller is required to pay such tax, fee or charge, the Buyer shall reimburse Seller therefore; or, in lieu of such payment, the Buyer shall provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same.

6. Changes. Seller reserves the right to change the design and construction, and the type of materials used in the manufacture of any of the products listed in its catalogs, supplements and price lists.

7. Warranty Policy. The Warranty described herein extends only to the original Buyer and is non-transferable and is non-negotiable. Seller warrants that new or unused products supplied by Seller are warranted to be free from defects in material and workmanship under normal use and service for a period of two (2) years from the date of delivery to Buyer (excluding batteries) (the "Warranty"). If the products fail to perform during the Warranty period, Seller will repair or replace (at Seller's option) without charge any product part ("part") proven to Seller's satisfaction to be defective; provided, however, that Seller is notified promptly in writing and that any such part is returned, upon request, to Seller's warehouse, freight or other transportation charges prepaid. In the event Buyer claims that the products are defective, it must allow Seller's personnel access and permission to inspect the products at their site of installation or use. The Warranty does not cover damage or loss resulting from misuse, accident, neglect, improper installation, operation or maintenance or forces of nature beyond Seller's control. Warranty is not extended to products with: altered, defaced or removed serial numbers; defects caused by ordinary wear and tear (tires, batteries, spokes, Velcro straps, etc.). The Warranty does not cover parts repaired, modified or adjusted outside or Seller's warehouse, without the prior written consent of Seller. Any unauthorized repair, modification or adjustment of the products voids the Warranty set forth herein. The Warranty does not cover products that are being used for commercial purposes. Without receiving such evidence, Seller is not bound to provide any service under Warranty. A Warranty Authorization Number will be issued allowing the parts to be returned/exchanged for repair or replacement. Warranty claims made by end users must be made with the dealer where the product was purchased. Warranty parts are supplied at no charge. Warranty parts are shipped via a carrier chosen by Seller and cost will be invoiced at prevailing rates with a minimum billing charge for \$10.00. Defective parts must be returned within 15 days to avoid charges for shipped replacement parts. The defective parts returned are the property of Seller. Repairs that occurred under Warranty do not prolong the period of Warranty. The Warranty for products or parts exchanged under Warranty ends on the same day as the original Warranty of the product itself. The Warranty described under this section is Buyer's sole and exclusive remedy, and Seller's sole and exclusive obligation, relating to the products. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED WARRANTIES, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Returns. Products may be returned to Seller only when Seller's written permission signed by duly authorized personnel of Seller shall have been obtained by Buyer in advance. All approved returns must be shipped FOB Seller's warehouse in Oakdale, PA and must be properly packaged as instructed by Seller. Returns are subject to a 10% service charge if returned within 15 days, 20% service charge when returned within 15 to 30 days.

9. Out of Warranty Repairs and Services. If Seller accepts a purchase order from Buyer for repair services or parts that are not covered by the Warranty, then all such repair services and parts are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANY SUCH SERVICES OR REPAIRS PROVIDED BY SELLER OR A SUBCONTRACTOR OF SELLER. Buyer acknowledges and agrees that any parts delivered by Seller are critical to the safety and effectiveness of Seller's products and that Buyer will not install, mount, upgrade, modify or repair any part delivered by Seller until Buyer has received training from Seller. Seller may, in its sole discretion, offer such training to Buyer. If Seller offers such training, then Seller may provide the training for a fee or no fee.

10. Consequential Damages; Indemnity. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL; INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER. Buyer shall indemnify and hold Seller harmless from and against any and all losses, claims, damages and expenses (including attorney fees and other costs of defending any action) arising out of or relating to (a) Buyer's attempt to install, mount, upgrade, modify or repair any product or part delivered by Seller, and/or (b) any claim of negligence, breach of implied warranty or strict liability in tort by the Buyer, its successors and assigns and its customer whether direct or indirect, in connection with the use of products furnished hereunder.

11. Discounts or Rebates. Buyer agrees that the price paid for the products and services purchased under this quotation or invoice may be subject to a discount or rebate, which must be fully disclosed and reported in accordance with the requirements of the federal health care programs' anti-kickback law (42 USC 1320a-7b(b)) and its implementing regulations (42 CFR 1001.952) and any applicable state law requirements.