

Terms and Conditions of Sale

The sale of goods by Intech Partners, LLC (together with XrayCurtains.com and Lead Free Shields as "Seller") to the buyer of such goods ("Purchaser") shall be governed and controlled by, and are subject to, these Terms and Conditions of Sale ("Terms and Conditions"). The Terms and Conditions, and Seller's accompanying documents, constitute the entire agreement between Purchaser and Seller, and any offer by Seller is expressly limited to the Terms and Conditions. Additionally, acceptance by Seller of any offer made by Purchaser is expressly made conditional on Purchaser's assent to the Terms and Conditions. Conflicting printed terms on a purchase order or acknowledgement used by Purchaser shall be deemed not to constitute a counter-offer or an objection, specific or general, and such conflicting terms are hereby rejected.

1. Quotations. Quotations and prices are for the periods of time specifically stated in a written quotation and in all cases are subject to prior sale of the described goods. If no time is stated, then quotations and prices are not firm and are subject to change without notice. Purchase orders based on a quotation are not binding on Seller until accepted in writing by an authorized officer at Seller's Texas office.

2. Taxes. An amount equal to any tax or other governmental charge upon the production, sale, occupation of selling, shipment, storage, or use of material, which is now, or may be hereafter, imposed by governmental authorities upon either Purchaser or Seller and which Seller is obligated to pay or collect, shall be added, to the extent attributable to the goods to be sold hereunder, to the price quoted herein and shall be paid by Purchaser.

3. Terms of Payment. Except as otherwise provided herein, the price and terms and time of payment are as shown on Seller's acknowledgement. At any time and within Seller's absolute discretion, the amount of credit may be withdrawn by Seller and the terms of payment may be changed. Seller reserves the right, notwithstanding any other provision hereof, before or after making any delivery to require payment in cash or to require security for payment. All past due amounts shall bear interest from and after due date at the rate of 18% per annum, or the highest legally allowable rate. If collected through court, probate or bankruptcy proceedings, or if placed in the hands of an attorney for collection, Seller shall be entitled to recover reasonable attorney's fees and court costs. If the financial position of Purchaser becomes, in Seller's sole judgment, weakened, or if Purchaser shall fail to comply with any provisions hereof or fail to make payments in accordance with the terms hereof or of any other agreement between Purchaser and Seller, Seller may, at its sole option and in its sole discretion, defer further shipments or, without waiving any other rights it may have, terminate any agreement between Purchaser and Seller. Seller hereby reserves the right to claim drawback in any and every case where drawback is applicable, and this statement shall provide evidence that such reservation was made.

4. Force Majeure. Purchase orders and shipments are subject to strikes, labor disputes, acts of God, accidents, machinery breakdown, delays of carriers or suppliers, governmental acts, fires, terrorism, hurricanes, and any other causes, similar or dissimilar, which are beyond Seller's reasonable control ("Force Majeure Event"), and Seller shall not be liable for any late or delayed delivery, or shortages in quantity, which arises out of, or in connection with, any Force Majeure Event. Seller may, during period of shortage however caused and without liability, prorate its goods among its customers in such manner as Seller may deem fair and practicable.

5. Delivery. Unless otherwise agreed in writing, shipments, delivery, and risk of loss and damage shall be made in accordance with Incoterms 2010 Free Carrier (Seller's shipping point), as such shipping point is expressly set forth in the Seller quote. Unless otherwise agreed in writing, title to the goods shall pass from Seller to Purchaser upon the earlier to occur: (a) Purchaser (or its nominee) taking care, custody, or control of the goods at the Seller's shipping point, whether or not freight is prepaid by Seller, or (b) Seller invoicing for the goods. Any quoted delivery time

is approximate and the extension of delivery time shall not be cause for termination of any purchase order accepted by Seller. If Seller makes the goods available to Purchaser, and so notifies Purchaser, Purchaser will immediately take delivery. Seller may store goods so made available to, but not accepted by, Purchaser for the account, and at the sole risk, of the Purchaser and invoice Purchaser for the purchase price of the goods, plus any and all costs associated with making the goods available.

6. Acceptance and Inspection. Purchaser shall inspect the goods within eight (8) days of the invoice date ("Inspection Period"). Claims by Purchaser must be made promptly, in writing, within the Inspection Period, and Seller shall be given an opportunity to investigate. All Purchaser claims are deemed waived, and Purchaser shall be deemed to have accepted, such goods if objection is not made in writing within the Inspection Period. Written authorization must be obtained by Purchaser from Seller before Seller can accept returned goods.

7. Specifications. Seller may substitute goods on any purchase order accepted by Seller, provided such goods substantially conform to the descriptions on the purchase order. The goods to be sold hereunder are subject to standard manufacturing variations and tolerances.

8. Limited Warranty. THE FOLLOWING ARE IN LIEU OF ALL WARRANTIES, AND SELLER HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller warrants that the goods will substantially conform to written specifications, if any, delivered to Purchaser and signed by Seller for a period of twelve months, commencing on the date title transfers from Seller to Purchaser, and that at the time of shipment Seller will have title to the goods free and clear of any and all liens and encumbrances. THE WARRANTIES CONTAINED IN THIS PARAGRAPH 8 ARE THE ONLY WARRANTIES MADE BY SELLER AND CAN ONLY BE AMENDED BY WRITTEN INSTRUMENT SIGNED BY AN OFFICER OF SELLER. Seller makes NO WARRANTY as to goods not manufactured by Seller; to the extent Seller is permitted by its contracts with its suppliers, Seller endeavors to assign to Purchaser any rights Seller may have under any warranty from its suppliers. It is understood that any descriptions, statements, technical advice, or service rendered in connection with the purchase order, installation or use of goods described hereby is given gratis and Seller makes NO WARRANTY and Seller assumes no obligation or liability for such descriptions, statements, advice, or service or the results obtained. The foregoing warranty shall not apply to goods which have been repaired, altered, misused, neglected, improperly installed, or improperly tested. If any goods fail to conform to the warranties contained in this Paragraph 8, Seller's sole and exclusive liability shall be (at Seller's sole option and absolute discretion) to repair or replace the goods, or credit Purchaser's account for any such goods which are returned by Purchaser during the applicable warranty period set forth above, provided that (i) Seller is promptly noticed in writing upon discovery by Purchaser that such goods failed to conform to the warranties contained in this Paragraph 8, with a detailed explanation of any alleged failure, (ii) Seller is provided an opportunity and access to inspect such goods in place (as installed), or if required by Seller, such goods are returned to Seller, Delivered Duty Paid (Seller's designated delivery point), upon Seller's written authorization, or stored for Seller free of charge pending such return, and (iii) Seller's examination of the goods confirms that the goods fail to conform to the warranty in this Paragraph 8. If such goods fail to conform to the warranty, Seller shall have a reasonable time to replace such goods.

9. Limitation of Liability. Notwithstanding anything contained herein to the contrary, Seller's maximum liability shall not, in any event, exceed the difference between the total contract price specified in the purchase order, less the reasonable and customary purchase price for any replacement items delivered and accepted. Furthermore, In no event shall either party be liable to the other party or any third party for special, indirect, incidental, collateral or consequential damages, including but not limited to, costs of removal, reinstallation of items, loss of goodwill, loss of profits,

loss of use, or any injury to person or property. **THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF HOW SUCH INJURY OR DAMAGES ARISE, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF HOW SAME ARE OR WERE CAUSED, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE (ACTIVE, PASSIVE, JOINT, CONCURRENT, OR GROSS) OR STRICT LIABILITY OF, OR BREACH OF WARRANTY, DUTY, OR CONTRACT BY SELLER OR ANY OF SELLER'S RELATED OR AFFILIATED PARTIES, OR ANY OF THEIR RESPECTIVE OWNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, OR INVITEES, (COLLECTIVELY "RELATED PARTIES") OR ANY OTHER THEORY OF LEGAL LIABILITY.**

10. Indemnity; Insurance. Purchaser hereby agrees to release, indemnify, defend, and hold harmless Seller and its Related Parties from and against any and all losses, causes of action, liabilities, claims, demands, damages, judgements, awards, costs, or expenses (including attorney's fees and expense and witness fees and expenses) (collectively "Claims") arising out of or in connection with any purchase order or the Terms and Conditions, **REGARDLESS OF HOW SUCH CLAIMS ARISE AND REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE (ACTIVE, PASSIVE, JOINT, OR CONCURRENT) OR STRICT LIABILITY OF, OR BREACH OF WARRANTY, DUTY, OR CONTRACT BY SELLER OR ITS RELATED PARTIES OR ANY OTHER THEORY OF LEGAL LIABILITY.** Purchaser agrees to maintain adequate insurance to support its obligations under the purchase order, and shall furnish to Seller certificates of insurance to evidence that adequate insurance is in place and is in full force and effect.

11. Cancellation. Special Items, and purchase order for same, are not subject to cancellation or return. Special Items are defined as (i) any goods which are machined or altered in any way from their original form, (ii) goods which are manufactured or purchased specifically for Purchaser, or (iii) any other goods which are not a Stocking Item. Stocking Item is defined as a good which is always held in inventory by Seller. Cancellation of any purchase order for, or return of any, Stocking Item is subject to a minimum of a 15% restocking charge, provided however that any purchase order for Stocking Item is only cancelable within 30 days of the purchase order.

12. Compliance with Export Restrictions. Sellers's goods may be subject to the export control laws of the United States and other countries where its goods are sold. Purchaser acknowledges that it will comply with all such laws and regulations, and obtain all licenses to export, re-export, or import Seller's goods as may be required. Purchaser will not export or re-export any of Seller's goods, proprietary information or related technical data: (i) for any prohibited end uses; (ii) to any prohibited destinations or end destinations, or (iii) to any entities or individuals that are presently on any denied party list. Diversion contrary to U.S. law is prohibited. Purchaser shall be responsible for obtaining any necessary end use statement required for Seller to deliver its goods. Seller shall not be liable for any failure to provide goods as a result of failure to obtain, or cancellation of, an export or re-export license. Seller reserves the right to not ship goods and terminate the purchase order in its entirety, without liability to Purchaser, if Seller has a good faith basis for believing Purchaser or any of its related parties has violated, or intends to violate, any export laws or regulations.

13. Compliance with Anti-Corruption Laws. Purchaser represents and warrants that it shall take no action, directly or indirectly, that would constitute a violation of the United States Foreign Corrupt Practices Act or any other applicable anti-bribery or anti-corruption law, convention, or regulation (collectively, "anti-corruption laws"). Purchaser acknowledges and confirms that it and its related parties are familiar with anti-corruption laws. Seller reserves the right to terminate the purchase order in its entirety, without liability to Purchaser, if Seller has a good faith basis for believing Purchaser or any of its related parties has violated or intends to violate any anti-corruption laws.

14. Governing Law; Dispute Resolution. The purchase order shall be governed by the laws of the State of Texas, excluding its conflicts laws. The UN Convention on the International Sale of

Goods ("CISG") shall not apply to any purchase order, and the parties hereby exclude the application of CISG. The parties hereto submit to the exclusive jurisdiction of the Texas courts located in Houston, Montgomery County, Texas. **EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE TERMS AND CONDITIONS.** In connection with any litigation, or similar proceeding arising pursuant to or under the Terms and Conditions, the parties agree to enter into a discovery control plan under the Texas Rules of Civil Procedure meeting the requirements of this Section. Each party hereto shall have the right to take no more than four (4) depositions of potential witnesses, which in total shall not exceed sixteen (16) hours. Each party hereto shall have the right to serve no more than ten (10) sets of interrogatories, none of which shall include more than three (3) subparts. Additional discovery shall be in the discretion of the judge up to (but not greater than) twice the limitations stated.

15. Notices. All notices required or permitted to be given hereunder must be in writing and shall be deemed effectively given when received or, if not received, when deposited with the post office as certified mail, return receipt requested, to the address of the party as contained in the purchase order, or as otherwise provided by either party upon notice to the other party.

16. Assignment. Purchaser shall not assign its rights or obligations hereunder without the prior written consent of Seller, which consent shall be within Seller's sole discretion. Any attempted assignment in contravention of the foregoing shall be void and of no force or effect.

17. Termination. In addition to any other remedies available to Seller at law, Seller may terminate the purchase order in the event that: (a) Purchaser fails to perform its obligations under or otherwise breaches any provisions of the purchase order or any other contract between Purchaser and Seller or any of Seller's affiliates; (b) Purchaser ceases to carry on its business substantially as such business is conducted on the date of the purchase order and such change in circumstances modifies Seller's obligations or impairs either party's ability to discharge its obligations under the purchase order; (c) Purchaser is the subject of creditor protection of bankruptcy, reorganization, liquidation receivership or similar proceedings; (d) Purchaser is unable to pay its debts as they become due; (e) any term, condition, or provision of the purchase order or any other contract between the Purchaser and Seller becomes invalid or illegal under any applicable law, rule, or regulation; or (f) a Force Majeure Event continues for a period of more than forty five (45) days.

18. Waivers; Modifications; Other Provisions. No representations or statements of any kind made by any representative of Seller, which are not stated herein, shall be binding on Seller. No addition to or modification of any provision upon the face or reverse of the order acknowledgement or any other Seller document shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller located in Texas. Failure of either party to exercise any right or remedy to which they are entitled shall not constitute a waiver thereof and shall not cause a diminution of the obligations under the Terms and Conditions or any agreement. No waiver of any of the provisions of this or any agreement shall be effective unless it is expressly stated to be such and signed by both parties. The fact that a provision contained herein is held invalid, illegal or unenforceable by a court of competent jurisdiction will not affect the other provisions hereof. No provision of the Terms and Conditions may be construed against Seller as the drafting party. The term "including" means "including without limitation." The term "days" means calendar days unless otherwise expressly stated.