



Radiology OneSource

Phone:+1.615.577.1723

Fax: +1.615.577.1122

www.radiologyonesource.com

123 Seaboard Lane, Suite 101, Franklin, TN 37067 USA

Offer to Buy Contract

Radiology OneSource, a division of D. Cole Enterprises, Inc. ("R1S") hereby offers to buy the following equipment according to the price, terms and conditions set forth below:

DESCRIPTION OF EQUIPMENT:

All related phantoms, accessories, system tools, software, installed upgrades, manuals, schematics, parts lists and service records are included. Please gather these items in a secure location. The system is in good working condition, fully functional and not in need of immediate repair. No part of this system should be removed unless previously agreed in writing.

TERMS AND CONDITIONS:

PRICE: \$XXXX (In Currency Specified on Purchase Order) Upon receipt of this signed agreement, R1S will send a 10% deposit to secure our interest in the system. RIS or its agent will inspect the system within (XX) days or on a mutually agreed date. If the system is not accepted at the time of the inspection, the contract will become null and void and the deposit immediately refunded in full. If the system is accepted after inspection, the deposit will become non-refundable. The system will be available for removal on or before [date]. If availability of the system is delayed by the seller, R1S reserves the right to renegotiate the price or void the contract with all deposit money to be refunded in full immediately. No site alterations are included. Removal is to take place during normal business hours unless otherwise agreed in writing. The balance of 90% will be paid on [date].

ACCEPTANCE: R1S and SELLER have carefully read both ALL PAGES of this contract. Signature below by both parties constitutes a binding purchase agreement according to all its terms and conditions. SELLER also represents that they are the legal owner of this equipment listed above with full rights to sell it.

Radiology OneSource

OFFER IS ACCEPTED BY SELLER

Name: Deborah C. Cole

Name: _____

Title: CEO

Title: _____

Signature Date

Signature Date

Incorporation of additional terms and conditions of contract: This page is an integral part of R1Ss offer to buy products from SELLER. By signing this agreement and returning it to R1S, SELLER accepts all of the terms and conditions listed on **ALL PAGES** of this agreement, and any attachments referenced thereto. Where in conflict, Page 1 takes precedence over all others.

Pricing: The pricing offered by R1S is in US Dollars, and is valid for 7 days from the date of this offer unless otherwise noted.

Inspection: R1S will have the right to inspect the equipment and log books to confirm its condition and history as represented by Seller. Any deposits previously made will be refundable if R1S rejects the equipment for any reason, following the inspection. R1S will also have the right to a final inspection prior to delivery, and the right to refuse acceptance and void this contract with immediate return of all money paid to seller if the equipment has materially deteriorated or been significantly altered since the initial inspection.

Protection of Equipment: Seller will maintain the equipment in good working condition from the time of initial agreement and inspection to the time of delivery. Insurance and service contracts will be maintained, and the equipment will not be removed from its present location prior to delivery. At the time of delivery, the equipment will have **all manuals, cables, connectors, shields, kick-plates, covers, books and other accessories** that were originally supplied by the manufacturer or added to the system after original purchase. Seller will be liable for the replacement costs of any of the foregoing if missing at the time of delivery.

De-Installation: R1S or its agent will be solely responsible for all costs and arrangements for the de-installation of the equipment in a timely and complete manner. However, Seller will be responsible for the costs of asbestos removal, structural modifications or any other material building alterations necessitated by the deinstallation as well as assuring that all components of the system, including manuals, are available with the system at the scheduled time of deinstallation. The equipment will be removed in a timely manner, and the area will be left in a clean and orderly condition.

Delay: If the agreed upon date for deinstallation is postponed by Seller, R1S will have the right to cancel this agreement with return of all money paid; or to modify the agreement with reasonable costs of such postponement to offset against the purchase price.

Risk of Loss: The risk of loss from casualty to the equipment will be upon the Seller until the change of possession and title. Change of title will take place when R1S has paid the full purchase price and began de-installation.

Title and Warranties; Hold Harmless

- a. Seller warrants that it is the sole owner of the equipment and will transfer good, clear title thereto, free of any known or unknown encumbrances, liens or claims of title hostile to Seller's. Seller agrees to indemnify and hold harmless R1S against any and all claims, judgments, costs, expenses, damages or claims relating to Seller's failure to transfer good title to R1S or its agent.
- b. Upon payment of the full price, Seller will provide a Bill of Sale in a form requested by R1S, evidencing the passage of good, clear title from Seller to R1S or its agent. Seller warrants that it has disclosed to R1S all known defects in the equipment.
- c. Seller agrees that to the extent legally permissible, it will transfer its right to licensed use of operational and diagnostic software and other peripheral systems normally used with the equipment.

Taxes: R1S is buying this equipment for resale, and is not required to pay tax of any kind to Seller.

Non-cancellation; Non Performance: Any offer accepted by Seller is not subject to change or modification by Seller without R1S's written consent. If this agreement requires R1S to make an initial deposit and/or conduct an initial inspection of the equipment by a certain date, and if R1S fails to make the deposit or conduct the inspection by that date, this contract will lapse and be null and void, unless extended by the mutual consent in writing of both parties.

Entire Agreement, Jurisdiction, Venue:

- a. This contract represents the entire agreement of the parties and supersedes any previous agreements between the parties. Any changes made thereto must be in writing signed by both parties. This agreement will not be binding until signed by both parties, and can be withdrawn at any time, prior to its signature by Seller and returned to R1S.
- b. Jurisdiction and Venue for ANY and ALL claims, causes of action, lawsuits, arbitration or other hearings arising from ANY dispute under this agreement will rest EXCLUSIVELY in the courts or administrative offices of the State of Tennessee. If any provisions of this agreement are held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions will not be affected in any way.

Exclusivity: Seller agrees that it will not discuss the pricing or terms of this agreement with any outside party other than R1S as long as this agreement is in effect. If pricing is disclosed directly or indirectly to R1S's customers, R1S will have the right to renegotiate the pricing herein. Seller also agrees that any other parties that express an interest in purchasing the equipment will be referred directly to R1S.

Non-Circumvention Clause: Pursuant to this agreement, R1S may introduce certain prospective customers to Seller and its agents for the purpose of confirming the specifications and condition of this equipment via telephone, FAX, correspondence, or personal inspection of the equipment. Seller agrees that under no circumstances will Seller or its agents attempt to circumnavigate R1S to sell this equipment either directly to said customer; or indirectly to said customer through agents or Seller, for a period of two (2) years from the date of this agreement. If Seller violates this non-circumvention clause, Seller will have breached this contract, and will IMMEDIATELY PAY R1S A SALES COMMISSION OF 30% OF THE ACTUAL GROSS SELLING PRICE R1S's CUSTOMER PAYS FOR THE EQUIPMENT whether or not the Seller has signed this contract in advance of the customer's visit. If Seller has received this contract and agrees to accept a customer visit, the contract has been accepted in fact by virtue of receipt. THIS CLAUSE IS INDEPENDENT AND SEVERABLE. IT WILL SURVIVE IN FULL FORCE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THIS AGREEMENT IS SIGNED BY SELLER, EVEN IF THIS CONTRACT IS LATER VOIDED BY EITHER PARTY FOR ANY REASON.

Incorporation of additional terms and conditions of contract: This page is an integral part of R1S's offer to buy products from SELLER. By signing this agreement and returning it to R1S, SELLER accepts all of the terms and conditions listed on **ALL PAGES** of this agreement, and any attachments referenced thereto. Where in conflict, Page 1 takes precedence over all others.