



Radiology OneSource

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

PURCHASE AGREEMENT

Radiology OneSource, a division of D. Cole Enterprises, Inc. ("R1S") hereby offers to sell and "BUYER" named above, agrees to purchase the following equipment according to the price, terms and conditions set forth below. Where conflict exists, page 1 supersedes page 2.

DESCRIPTION OF EQUIPMENT: One (1) DOM Make Model: SN: XXXX System ID: XXXX.

All related phantoms, accessories, system tools, software, installed upgrades, manuals, schematics, parts lists and service records are included as available from the original facility. Please gather these items in a secure location upon your inspection. Missing items will not be replaced. Unless otherwise noted, the system is in working condition.

TERMS AND CONDITIONS:

PRICE: \$ X.XXX,00 (Written Amount in Appropriate Currency) Upon receipt of this signed agreement, Buyer will send a refundable 10% deposit to secure your interest in the system. Buyer, or its agent, may inspect the system within the next 5 business days or on a date mutually agreed. If the system is not accepted at the time of inspection, the contract will become null and void and the deposit will be immediately refunded in full. If the system is accepted at the time of inspection or Buyer does not inspect the system, the deposit will become non-refundable. The full balance of will be paid 72 hours prior to removal. The system is expected to be available for removal on DATE. If Buyer fails to remove the system at the scheduled time, R1S may remove the system at the Buyers expense.

This offer will become void if not signed within 7 days from the date of this contract except as noted on page 2.

Initials of Buyer: _____

Incorporation of additional terms and conditions of contract: This page is an integral part of R1Ss the Purchase Agreement contract and offer to sell products to BUYER. By signing this agreement and returning it to R1S, BUYER 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.

ACCEPTANCE: R1S and Buyer 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.

Radiology OneSource

BUYER ACCEPTS THIS AGREEMENT IN FULL

Name: Deborah C. Cole

Name: _____

Title: CEO

Title: _____

Signature Date

Signature Date

Purchase Order # _____

Payment Information:

The following is our **USA** wire transfer information.

Bank: First Tennessee Bank – Main Office
Memphis, TN USA
Swift: FTBMUS44

For Further Credit to:
First Tennessee Bank
Franklin, TN USA
ABA: 084-0000-26

For The Account Of:
D. Cole Enterprises, Inc. dba Radiology OneSource
PO Box 908, Nolensville, TN 37135 USA
Account: 1004-09589

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Pricing; Delivery; Default:

- a. The pricing offered by R1S is in US Dollars, for the equipment AS-IS, WHERE-IS, and is offered subject to the prior sale or non-availability of the equipment.
- b. The delivery date furnished by R1S is based on the selling facility's stated timetable. R1S will not be liable to BUYER or any other person for losses or damages, including indirect or consequential damages, arising out of delay in delivering or failure to deliver equipment. Delay in delivery will not be grounds for cancellation of the contract.
- c. If the agreed upon date for delivery/de-installation is postponed by BUYER, R1S will have the right to invoice BUYER for the full purchase price, including adjustment to reflect the reasonable costs of the delay, and to deliver the equipment to storage at BUYER's risk and expense. If BUYER defaults by not completing payment within 10 days of the above invoicing, R1S can retain BUYER's deposit as liquidated damages, and sell the equipment to another party to help offset any remaining deficiency.

Inspection: The descriptions of equipment are based solely on the representations made to R1S by the selling facility. R1S encourages BUYER to conduct a complete inspection and appraisal of the equipment prior to purchase, and will make all necessary arrangements for the inspection by BUYER.

De-Installation: De-installation, rigging, crating and transportation will be the responsibility of BUYER, at BUYER's cost, unless otherwise noted on the first page of this agreement. BUYER is solely responsible for the de-installation of the equipment, and assumes SOLE LIABILITY for damage to the equipment or premises, or personal injury to personnel at the removal site. The equipment will be removed in a timely manner, and the area will be left in a clean and orderly condition. BUYER will provide a certificate of insurance as requested by R1S to protect R1S as a named insured against damage or injury resulting from acts of BUYER or its agents.

Risk of Loss: The risk of loss from casualty to the equipment will be R1S's, up to the time of change of possession and title. Change of title will take place when BUYER has paid the full purchase price, and R1S makes the equipment available for de-installation. From that point forward, BUYER will bear all risk of loss, including damage or loss during de-installation, rigging, transportation, or loading or unloading at the dock.

Limitation of Warranties and Liability; Hold Harmless

- a. The equipment described herein is **USED**, and is sold to BUYER in its present "AS-IS" condition, with all faults, obvious and latent, that may be discovered before or after the sale. BUYER acknowledges that R1S did not manufacture the equipment, and that R1S makes no representations about its suitability for BUYER's intended use. R1S expressly disclaims all warranties, expressed or implied, as to the value, condition, design or operation of the equipment. BUYER has relied on its own judgment in selecting the particular equipment, and has in no way relied on R1S for assistance in making this decision.
- b. R1S provides no continuing warranty of operability and will have no liability for any failure of the equipment after BUYER or its agents take title and begin de-installation.
- c. In no event will R1S or its agents be liable for any loss of use, projected profits, or other financial losses deriving from the sale or use of the above-mentioned equipment. Nor will R1S or its agents be liable for any damages for bodily injury, or personal loss thereof.
- d. BUYER agrees to indemnify and hold harmless R1S against any and all claims, judgments, costs, expenses, or other losses to an end-user, patient or other person, deriving from R1S's services as a broker, seller or facilitator. In the event that the transfer is not completed for any reason, including Force Majeure, Acts of War or God, or withdrawal of the equipment for sale, the sole obligation of R1S will be to return all moneys paid to R1S by BUYER as deposits. BUYER will have no other remedy under law for loss of use or derivative of profits or any other damages.

Title and Taxes: R1S warrants that upon full payment of the purchase price and satisfaction of all the terms and conditions of this contract, R1S will transfer good, clear, unencumbered title to the equipment, to BUYER or BUYER's designee. Any sales, use, property, manufacturing, or excise tax, or other regulatory fees required pursuant to this transaction will be in addition to the purchase price quoted, and shall be due and paid by BUYER to R1S prior to delivery.

Entire Agreement; Non-cancellation; Jurisdiction; Venue:

- a. This contract represents the entire agreement of the parties, is non-cancelable, 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, without notice, prior to its signature by BUYER 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.

Non-Circumvention Clause: To facilitate inspection of the above described equipment, R1S will reveal the location and owner of the equipment to BUYER. BUYER agrees that if BUYER circumnavigates R1S, and purchases the equipment described above, either directly or indirectly from any party other than R1S, for a period of two years from the date of this contract, that the BUYER WILL IMMEDIATELY PAY R1S A SALES COMMISSION OF 30% OF THE ACTUAL GROSS SELLING PRICE BUYER PAYS FOR THE EQUIPMENT. This remains true whether or not the Buyer has signed this contract in advance of the location being given or site visit being made. If Buyer has received this contract and receives location of the equipment and contact information at site, the contract has been accepted in fact by virtue of receipt. THIS CLAUSE IS SEVERABLE, AND WILL SURVIVE IN FULL FORCE, EVEN IF THIS CONTRACT IS LATER VOIDED FOR ANY REASON.

Initials of Buyer: _____

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