

joimax Inc. TERMS & CONDITIONS

I. Acceptance of Terms & Conditions.

Customers (Buyer, Customer, etc.) acceptance of the products (goods, merchant, service, etc.) covered by this Invoice (Quote, Offer, Lease or Rental Agreement/Contract, Delivery Note, Packing Slip etc.) constitutes an acceptance by Customer of all the terms and conditions contained in this Invoice and provided by joimax (Seller, Company, Ourselves, We, etc.).

II. General

Our offers are subject to change. Collateral agreements and modifications of these terms and conditions are only valid when confirmed by joimax in writing. This also applies to all oral deals made by our field force representatives.

III. Product Information

Product descriptions and technical information such as measures, weights, illustrations and drawings in brochures, documentation etc. is approximate only and not binding in a legal sense, unless this is explicitly stated. We reserve the right to make modifications and improvements in the course of technical progress. This also applies to modifications taking place after conclusion of a contract in a relationship of continuous obligation. In the latter case, the buyer has the right to cancel, but no further claims can be made.

IV. Shipping and Receiving

We reserve the right to perform partial deliveries and reserve the right to perform delivery on a date by our discretion. All products identified in the Invoice are being shipped F.O.B. Shipping Point indicating that the Buyer must pay for the delivery of the products. Buyer must notify Seller, within 5 business days of the date of a shipment, of product items not received as part of the shipment, but for which Seller invoices Buyer. Failure to give such timely notice will preclude Buyer from later claiming or seeking a credit or reimbursement for any product items which Buyer may later allege were not received.

V. Pricing

Prices are in U.S. \$. Prices are net prices and do not include packaging, postage, insurance, freight, any applicable taxes and fees. Price changes are allowed if the interval between conclusion of contract and agreed delivery date exceeds 30 days. In such cases the price on the day of delivery applies. For deliveries within 30 days, the price on the day of conclusion of contract applies.

VI. Payment

Payment terms are net 30 days of the Invoice date. A 2% discount is allowed on full payment of invoice received within 10 days of the invoice date (does not apply to credit card payment). A \$250 late fee and 5% interest plus tax or the maximum legal rate by governing law (see XIX.) will apply monthly for any PO's not received within 5 business days of services or goods delivered. This late fee and interest charge

also applies for unpaid invoices beyond stated payment terms. In the absence of a PO for goods which are delivered or rendered by joimax and accepted and used by Buyer, the invoice and any accrued late fees and interest charges will be deemed payable.

VII. Returned Goods

Returns must be requested within 30 days of Invoice date. Only products that can be resold and that are in its original unopened cases are entitled to credit. joimax will not accept exchanges. A minimum 25% restocking fee will be deducted from credit toward all returns. Sterile products are not returnable. Purchaser must obtain a Return Material Authorization (RMA) in writing from joimax Customer Service Department before returning any product. Unauthorized returns will receive no credit.

VIII. Warranties

Seller warrants that the items sold by Seller to Buyer shall be free from defect in material and workmanship at date of shipment and for a period of twelve months after date of shipment. There is no warranty of merchantability, fitness for a particular purpose non-infringement, or any other warranties by seller, express or implied, or any affirmation of fact or representation, which extends beyond the description on the face hereof and on the product labeling. In no event shall seller be liable for any special consequential, or incidental damages. Seller's sole responsibility and liability, which Buyer acknowledges as its exclusive remedy, shall be limited to the repair or replacement, at Seller's option and expense, of items not conforming to Seller's Warranty. Seller's responsibility herein is subject to receipt of written notice from Buyer within the Warranty period provided above and no later than 5 days after such defect becomes apparent (or reasonably should have become apparent) to Buyer.

IX. Recall

joimax reserves the right to recall products or cancel deliveries should this be necessary to investigate suspected manufacturing errors or the like, to prevent damage in the event of defects, etcetera. In such cases we may choose to reimburse the purchase price to the customer, to the exclusion of all other claims, or provide a replacement.

X. Confidentiality

Buyer covenants and agrees to keep strictly confidential any and all trade secrets and other confidential information of Seller which Buyer may learn or discover in the course of its business relationship with Seller.

XI. Intellectual Property Rights

All intellectual property rights relating to the products covered by this Invoice, including without limitation all trademarks, patents, copyrights and trade secrets, are and shall remain the exclusive property of Seller. Buyer acknowledges and agrees

that Seller is the sole owner of the trademarks, patents, copyrights and trade secrets used by Seller in connection with its products and Buyer has no ownership interest in or right to use any such intellectual property of Seller.

XII. Product Use

Buyer represents and warrants that the products herein being purchased by Buyer, will be for end use in providing care or treatment for buyer's patients and that Buyer and/or Buyer's personnel have, or will have, all required licenses and training in place before or at time of use and that Buyer will comply with all applicable laws, rules and regulations regarding providing any medical care or treatment. Buyer warrants that products will not be re-sold or leased to any other Buyer or potential Buyer who may be a current customer or customer in process with joimax, Inc. without express authorization from joimax Inc. For rented or loaned equipment, user is responsible for loss or damage when due to their error.

XIII. Clinical Support Policy

All joimax procedure support requires a minimum of two patient cases to be booked per day to be eligible for support. Cancellation fees may apply.

XIV. Reservation of Ownership

The property in the goods delivered shall remain vested in ourselves and shall not pass to the customer until he has made payment in full of all sums due to ourselves under this or any other contracts between ourselves and the customer. Until then, the goods shall not be pledged nor transferred as security. The customer must immediately inform us in the event of attachment, impounding or other measures by third parties. The customer is liable for any costs or actions of intervention. So long as the property of the goods remains vested in ourselves, we shall be at liberty at any time to retake possession thereof and for that purpose to enter upon any premises of the customer. The customer shall insure the goods in the joint names of the customer and ourselves. If, prior to the passing of the property of the goods to the customer, he shall make any addition or alteration in the goods or process or incorporate in other goods, the ownership of the goods as added to, altered, processed or incorporated in shall remain ours. Should the customer dispose of the goods supplied, irrespective of their state, he assigns to us by acceptance of these conditions all proceeds, claims and ancillary rights he may obtain by reason of such disposal. The assignment is limited to the proportional amount, with precedence over all other rights of the respective claim which corresponds to the purchase price of the goods disposed of, payable when the buyer obtained them from us. The customer undertakes to inform his customers, upon our request, of the assignment and to give us the information and documents required to claim our rights against his customers. The customer shall have authority until such authority is revoked by us to collect the resale price. The foregoing provisions of this clause shall not impede or affect the passing of the risk in the goods. In case the value of the securities supersedes our claims by more than 20% as a whole, we shall release securities at our discretion on customer's request. In

case the goods are delivered in a country / state whose laws do not, or in a restricted way, allow reservation of property, then the customer is obliged to provide us with all securities permissible in the country / state where the goods are located. The customer is obliged to undertake and assist us in all measures, for example registration, which are necessary for the valid agreement of the reservation of property and to secure these rights or other securities which are permissible in the respective country/ state.

XV. General Liability

Claims for damage or loss for reasons whatsoever against joimax or our representatives in particular claims for damage not arising from the goods themselves are excluded. This shall not apply in cases of intention or gross negligence or in other cases in which the exclusion of liability in General Conditions is not permissible by the laws of the country / state. In specific cases, where the liability cannot be excluded but limited in the amount – this applies in cases of limitation of liability in these Conditions – the liability is limited to the damages proved but in maximum to our sales price of the goods the delivery or the non-delivery of which caused the claims.

XVI. Purchase Order Terms

The terms set forth in this Invoice supersede any inconsistent terms contained in any purchase order submitted by Buyer, and the terms set forth in this Invoice will control in the event of any conflict with any terms in any purchase order submitted by Buyer.

XVII. Waivers

Any failure by Seller to enforce or require strict performance by Buyer of any terms or conditions of this Invoice shall not constitute a waiver, and Seller may at any time avail itself of the remedies Seller may have for breach of the terms hereof.

XVIII. Partial Invalidity

Should any part or parts of these terms and conditions be invalid or become so, this shall have no effect on the remainder. The invalid parts shall be replaced so as to preserve the original intention as closely as possible. The same applies in the case of a loophole in the contract.

XIX. Governing Law / Venue

Any dispute regarding the products covered by this Invoice shall be governed by the laws of the United States of America and the State of California. If any action, suit or proceeding is brought by Buyer or Seller with respect to any of the products covered by this Invoice, such suit may be brought only in a state or federal court located in Orange County, California and Buyer and Seller hereby consent to such exclusive jurisdiction and venue; provided, however, Buyer or Seller may bring an action in other jurisdiction(s) or venue(s) to enforce any judgment or order obtained from any state or federal court in Orange County, California. In any action to enforce these Terms and Conditions, joimax shall be awarded with attorney fees and any related costs by the customer.