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Terms and Conditions

Of sale, license, or delivery of goods.

1. These terms govern the sale, license or delivery of any goods (including licenses) or services (hereinafter, "Items") as specified on the front page hereof (the "Order") from Sport Medical to the purchaser ("Buyer"). Acceptance of this Order is limited to these terms and conditions. Any proposal for additional or different terms and conditions is rejected.

2. INVOICES/PAYMENT.

Invoices shall contain item number and/or description, quantity, and unit price. Buyer shall pay undisputed invoices no later than 30 days from date of the invoices, or prepayment shall be required if the parties so agree. If reimbursable travel expenses are invoiced, Sport Medical shall submit an itemization and documentation of any such expenses. Payments shall be in US Dollars, or as otherwise specified on the invoice. Sport Medical will not be responsible for any currency rate changes. Orders for standard inventory Items may be cancelled with a restocking charge of 25% if cancelled within 7 days from ordering date. Orders for non-standard Items (parts and/or systems requiring engineering) and orders that have shipped may not be cancelled or returned. Where Buyer wishes to pay by credit card, any costs or fees incurred by Sport Medical in those transactions will be added to the Buyer's payment owed to Sport Medical.

3. TAXES.

All amounts exclude sales, services, or withholding taxes, or customs duties, and other taxes and charges, insurance, and shipping costs and special packaging requested by Buyer, if any. If any withholding taxes apply, Buyer will gross up the invoiced amount to ensure that, after such withholding, Sport Medical receives the full amount invoiced. Buyer will supply Sport Medical with an appropriate tax exemption certificate, if Buyer claims exemption from any tax, charge or duty.

4. DELIVERY.

Delivery will be EXW (Incoterms 2010) Sport Medical's site. Sport Medical will estimate delivery dates and will not be in breach of its obligations, or liable, to Buyer because of any partial delivery or because of any delivery made within a reasonable time

after the estimated delivery date. The Items will be delivered for shipment in standard commercial packaging. Special or export packaging may be separately invoiced.

5. WARRANTIES.

5.1. Sport Medical warrants that (a) Items will be free from defect in design, workmanship and materials, and when used in accordance with Sport Medical's instructions and requirements, will perform substantially in accordance with Sport Medical's published technical specifications; and (b) services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards ("Warranty"). The Warranty is valid for claims received by Sport Medical within twelve (12) months from the delivery date of the affected Items (longer for selected items if specifically indicated by Sport Medical in writing), and the services warranty is valid for claims received within ninety (90) days from performance of the services (each a, "Warranty Period").

5.2 If Sport Medical receives written notice of a claim within the first year following the Delivery Date, and subject to the subsequent clauses, Sport Medical will provide the necessary labor and parts to either repair or, at Sport Medical's discretion, replace any component. This replacement or repair will be carried out if, upon examination by Sport Medical, the component is found to have been defective on the Delivery Date. If the defective component is classified as a "purchaser Installable Part," (such as, displays, computers and their components, straps, pads, pedals, seats, batteries, hand grips, attachments, pendants, etc.) Sport Medical will supply that part to the Purchaser, and the Purchaser will assume responsibility for the labor and other expenses associated with re-installing the repaired or replacement "purchaser Installable Part" provided by Sport Medical. If the defective component is NOT categorized as a "purchaser Installable Part" (such as, dynamometers, electrical components and mechanical components within the base covers or drawer), Purchaser shall supply Sport Medical with pictures or video of the reported issue (when requested by Sport Medical), so Sport Medical can determine the cause of reported issue and possible faulty part/parts needed to repair or at Sport Medical's discretion, replace any component. In such case, Sport Medical will cover the labor and other expenses associated with both the removal and re-installation of the defective part/parts. It's important to note that Sport Medical will not be accountable for the labor or other expenses related to removing or re-installing defective parts for Purchasers located in remote areas of Alaska or Canada. For specific details regarding Sport Medical service areas, please get in touch with Sport Medical directly.

5.3. Buyer has no Warranty rights for contaminated Items or defects caused by (a) use of the Items with other goods or equipment not expressly specified in writing by Sport Medical as suited for use with the Items; (b) Buyer's failure to follow Sport Medical's instructions or to operate the Items within their design specification; (c) acts or omissions of persons other than Sport Medical or its authorized representatives; (d) installation or maintenance of Items by someone other than Sport Medical or persons certified by Sport Medical; (e) abuse, use at an unsafe or not suitable site; (f) Force Majeure; or (f) normal wear and tear.

5.4. Repairs or replacement under warranty will be warranted for the remaining duration of the original Warranty Period. Repairs outside of Warranty will be warranted for ninety (90) days.

5.5. THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED BY Sport Medical.

6. LIABILITY.

In no event shall Sport Medical be liable to Buyer for any special, indirect, incidental or consequential damages, including but not limited to lost profits, overhead, or opportunity costs. Sport Medical's AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID, OR PAYABLE TO Sport Medical UNDER THE ORDER COVERED HEREBY, AND IF SUCH DAMAGES RELATE TO BUYER'S USE OF THE Items, THEN SUCH LIABILITY WILL BE LIMITED TO FEES PAID FOR THE RELEVANT Items OR SERVICES GIVING RISE TO THE LIABILITY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Notwithstanding the foregoing, the limitation of liability herein will not apply to Buyer's liability for: (a) any infringement, misappropriation, unauthorized disclosure or misuse of Sport Medical's proprietary information or intellectual property rights; or (b) any breach by the Buyer of Applicable Laws.

7. EXPORT CONTROL.

The Items listed on this quote may be subject to the export control laws of the United States, France, Germany or other nations (collectively, "Applicable Laws"). Sport Medical will apply for any export licenses or authorizations that are necessary, and you will be required to provide all supporting documents to facilitate the approval of such licenses, including without limitations End User Statements. If any export license or authorization is required, this quote is made expressly subject to the

issuance of any such license or authorization and you agree that any quoted timeframe is exclusive of the delays necessary to secure export control licenses or authorizations. Buyer agrees to comply with all Applicable Laws and acknowledges that Buyer will not directly or indirectly export or re-export any Items to any country to which such export or transmission is restricted or prohibited under Applicable Laws. Sport Medical makes no guarantees or assurances of the re-export licensability of any Items. Buyer agrees to defend and hold Sport Medical harmless from any claims, damages or liability resulting from the breach of any Applicable Laws.

8. PROPERTY Rights.

Sport Medical retains all proprietary rights in and to all designs, engineering details and other data pertaining to any Items except where rights are assigned under written agreement by a corporate officer of Sport Medical. The Items sold hereunder are offered for sale and sold subject to the condition that such sale does not convey any license, expressly or by implication under any patent for the design, manufacturing or sale of Sport Medical's proprietary rights. Notwithstanding the foregoing, software provided with the Items is licensed to Buyer solely for use in connection with the Items they were sold with and may not be transferred to any other person or entity without the prior written approval of Sport Medical, nor copied (except for back up purposes).

GENERAL

9.1. This Order shall be interpreted in accordance with the substantive and procedural laws of the State of New York, without application of conflict of law principles, with exclusive venue in Suffolk County, New York.

9.2. Buyer may not assign or subcontract this Order without the written consent of Sport Medical.

9.3. Any waiver by Sport Medical of any Buyer default will not be deemed to be a continuing waiver of such default or of any other term or condition.

9.4. No amendments or modifications will be valid or binding unless in writing and signed by both parties.

9.5. The Order sets forth the complete agreement between the parties and supersedes all prior or contemporaneous communications

9.6. Performance will be excused to the extent impossible or delayed by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other cause beyond the reasonable control of a party.

9.7. Parties shall comply with all applicable laws and regulations.

9.8. The prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees, incurred in any action to enforce its rights hereunder.

9.9. Buyer and Sport Medical understand and agree that Buyer's relationship to Sport Medical shall be that of an independent contractor. Sport Medical SHALL HAVE NO RESPONSIBILITY FOR THE PAYMENT OF TAXES, FOR WITHHOLDING OR CONTRIBUTIONS ON BEHALF OF BUYER OR ITS EMPLOYEES. SUCH WITHHOLDING, PAYMENT, OR CONTRIBUTIONS SHALL BE THE RESPONSIBILITY OF BUYER. Sport Medical shall not procure liability, workers' compensation, unemployment or other insurance on behalf of Buyer or its employees.

9.10. Buyer waives any claim it might have against Sport Medical for, and agrees to indemnify and save harmless Sport Medical from, any claims, because of damage to, loss of, or loss of use of any property at the site of a nuclear facility resulting from nuclear energy hazards or incidents. The foregoing waiver and indemnification provisions will apply to the full extent permitted by law. "Nuclear energy hazards" will mean the hazardous properties of nuclear materials. Hazardous properties include radioactive, toxic or explosive properties of nuclear material.



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General Inquiry and Sales

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