

- 1. QUOTES.** Any Bridge Diagnostics, Inc. ("BDI") quotes and quotations ("Quote") are valid for 90 days from the date of the quote. Thereafter, they are subject to change without notice.
- 2. ACCEPTANCE.** Acceptance by the Customer of equipment, materials products or services from BDI constitutes acceptance of the Terms and Conditions contained herein along with the terms of the Quote.
- 3. F.O.B. BOULDER.** All Prices shown are F.O.B. Boulder, Colorado, USA and, unless subject to the International Terms below, are for merchandise packaged for shipment by domestic carrier within the continental United States. Freight charges will be prepaid by BDI and all such charges will be invoiced to Customer.
- 4. RESPONSIBILITY AND RISK.** BDI is responsible for equipment until it is delivered to the carrier for shipment and a valid receipt obtained. Claims for damage in transit are to be made with the carrier, and damaged containers or other evidence of damage should be noted at the time of receipt and retained until the claim is resolved.
- 5. NET 30.** Customer agrees to pay BDI in full within thirty (30) days of invoicing by BDI. Any amount due to BDI which remains unpaid after thirty (30) days of invoicing will bear interest at one and one-half percent (1-1/2%) per month (18% APR). BDI reserves the right to require payment on delivery (COD) at any time a past due balance is outstanding. The Customer agrees to pay for all costs related to collection of any unpaid balance, including, without limitation, attorney fees, court costs, and collection fees.
- 6. TAXES.** BDI prices do not include sales, use, excise, or other taxes. Customer will be responsible for paying any such taxes which are due.
- 7. DISPUTES AND RETURNS.** In the event that the Customer disputes any item on an invoice from BDI, the Customer will provide notice of such dispute in writing to BDI within thirty (30) days of the date of the invoice. In the event that no such written notice of dispute is received by BDI within thirty (30) days of the date of the invoice, the Customer agrees that the invoice is valid, due and payable in full.

BDI exercises due care to avoid errors and shortages, However, should shipping errors and/or shortages occur, they should be reported within 10 days of receipt of the equipment.

Where errors are the fault of BDI, they will be rectified without delay.

Prior to returning any equipment to BDI, Customer should first contact BDI and obtain its consent for return. All approved returns must be packaged to prevent damage, insured and returned prepaid. Returned equipment is subject to a 25% re-stocking charge.

- 8. WARRANTY AND DAMAGES.** The exclusive warranty by BDI is the express warranty provided to Customer, if any. There are no other express or implied warranties concerning any services or equipment provided by BDI. In no event shall BDI be liable in contract, tort, or otherwise for incidental, consequential, special, or indirect damages including, without limitation, lost business profits.
- 9. INTELLECTUAL PROPERTY.** "Intellectual Property" ("IP") as used in this Quote shall mean any invention, technical data, documentation, work of authorship, enhancement, derivative work, improvement or discovery,

whether or not patentable or copyrightable, and whether or not conceived or first actually reduced to practice subsequent to the start of, and related to, this Quote.

- a. **No Acquired Rights.** Except as expressly authorized by this Quote, neither party shall acquire directly or by implication, any rights in the background patents and inventions of the other party including, but not limited to inventions described and claimed in the application for U.S. Patents filed prior to the start of the Quote.
  - b. **BDI's IP.** All IP developed by BDI shall be solely owned by BDI, without any rights granted to the Customer except as expressly provided in the Quote.
  - c. **Joint IP.** All IP developed by the parties shall be solely owned by BDI.
  - d. **Patent Applications and Inventions.** All patent applications filed on inventions shall be paid for by the party that owns title to the invention. The non-filing party shall cooperate with the filing party in connection with the prosecution, filing, and maintenance of such patent applications. In the case where BDI is the non-filing party, the Customer will reimburse BDI at reasonable rates for labor and expenses for such cooperation.
10. **NON-WAIVER.** The waiver of breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.
  11. **INDEMNIFICATION.** Customer hereby accepts full responsibility for, and indemnifies BDI and its officers, agents and subcontractors against, and shall hold each harmless from, all acts and omissions of Customer, its agents, and employees, and from any and all claims for injury to or death of any and all persons (including but not limited to employees) and for damage to property arising out of or in connection with the performance of work hereunder or equipment sold hereunder.
  12. **INDEPENDENT CONTRACTOR.** BDI is an independent contractor. Nothing in this Quote shall be construed to create an employer/employee relationship, partnership, joint venture, or agency between the parties. Each party to this Quote agrees that it will not act or represent itself directly or by implication as being an agent for the other party and will not attempt to create any obligation or make any representation on behalf of the other party.
  13. **SURVIVABILITY.** Customer's obligations, including but not limited to, obligations under the Intellectual Property and Indemnification sections, shall survive termination, or completion of this Quote.
  14. **CHOICE OF LAW.** The laws of the State of Colorado shall govern in connection with the formation, performance and the legal enforcement of this Quote. Venue for any judicial action arising out of or in connection with this Quote shall be in Boulder County, Colorado.
  15. **SEVERABILITY.** If any provision of this Quote is found to be invalid, illegal or unenforceable by law, the remainder of this Quote will remain valid, enforceable and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect
  16. **INTERNATIONAL TERMS.** Because BDI is unable to accurately predict all costs and expenses involved in international transactions, Customer is responsible for all cost associated with shipping equipment, materials, products and supplies, including, without limitation, cost such as changes in exchange rates, importation duties,

importation fees, importation documentation expense and other importation fees and costs, tariffs, taxes imposed by the country receiving the shipment, and any such charges.

- a. All amounts described in this Quote are in United States Dollars and all amounts due to BDI from Customer shall be paid to BDI in United States Dollars.
- b. Any costs incurred by BDI in the course of completing the services and/or providing the equipment described in this Quote will be billed to the Customer and will be reimbursed to BDI by the Customer.

**17. INTERNATIONAL TRAVEL TERMS AND CONDITIONS.** Unless other arrangements have been previously agreed to by BDI in writing, all direct travel & mobilization expenses will be paid for by the Customer. These include, but are not limited to equipment shipping, airfare, hotels, meals, change fees, and parking. Customer agrees to the following terms and conditions pertaining to travel by BDI employees or its agents:

- a. Items such as airfare will be booked and paid for by BDI and reimbursed by the Customer as per the Billing Terms provided in the Budget section of the Quote.
- b. Hotels shall be of good quality and preferably of established chains. BDI employees have the right to refuse a hotel and can require to be moved at any time if they feel unsafe or the hotel is not satisfactory
- c. The Customer or a representative of the Customer will have a representative and/or interpreter with BDI employees at all times when not in the hotel.
- d. Safe personal transportation shall be provided to BDI employees. Taxis are not an acceptable means of transportation at any time, including airport pickup and drop-off.
- e. Three meals a day, along with snacks and drinks, shall be provided at both the hotel and on-site.
- f. If at any time a BDI employee feels unsafe or otherwise unwelcome while in the country, Customer will transport them directly to the closest embassy or airport (at the choice of the BDI employee and as conditions require) for immediate exit from the country.