

GENERAL TERMS: The terms and conditions stated herein shall govern all sales of products (including software and/or services) made by Endoto Corp and its subsidiaries (“Endoto”), regardless of the terms and conditions stated in any purchase order submitted by the purchaser (“Purchaser”). Endoto hereby disclaims and rejects any terms and conditions appearing in a purchase order from Purchaser that are in addition to, or inconsistent with, the terms and conditions stated herein. Any such additional or inconsistent terms and conditions shall not be a part of the contract and shall not be binding on Endoto. The terms and conditions stated herein shall govern over any contrary terms in Article 2 of the Uniform Commercial Code or the INCOTERMS of the International Chamber of Commerce.

PURCHASE ORDERS: Unless otherwise specified, no Endoto products will be shipped until Purchaser has submitted a written purchase order along with a signed and approved estimate. Purchase orders shall state: the Endoto products ordered, including model numbers, if applicable; quantity; billing address; shipping address; and shipping instructions.

CANCELLATIONS: Purchaser's purchase orders shall not be subject to cancellation, changes or reductions in amount, or suspension of deliveries except upon Endoto's prior written consent and upon terms which indemnify Endoto against loss. An item noted as “Special Order” on a quote is subject to a cancelation fee of up to 100% of the quoted price.

FORCE MAJEURE: Force Majeure of any kind, unforeseeable production, traffic or shipping disturbances, war, acts of terrorism, fire, floods, unforeseeable shortages of labor, utilities or raw materials and supplies, strikes, lockouts, acts of government, and any other hindrances beyond the control of the party obliged to perform which diminish, delay or prevent production, shipment, acceptance or use of the goods, or make it an unreasonable proposition, shall relieve the party from its obligation to supply or take delivery, as the case may be, as long as and to the extent that the hindrance prevails. If, as a result of the hindrance, supply and/or acceptance is delayed by more than twenty-four weeks, either party shall have the right to cancel the contract. Should the Seller’s suppliers fail to supply him in whole or in part, the Seller shall not be under obligation to purchase from other sources. In such cases, the Seller shall have the right to distribute the available quantities among his customers while at the same time taking into account his captive requirements.

DELIVERY PERIOD:

1. Unless otherwise stated in Seller's order confirmation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only not involving any contractual obligations.
2. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents (including but not limited to failure to provide specifications and/or fully dimensioned working drawings and/or such other information as Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly.

3. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for dispatch, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into a suitable store at Buyer's expense. Upon placing the Goods into the store, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly.

QUOTATIONS: Unless otherwise stated, all Endoto quotations are valid for a period of thirty (30) days from the date of quotation. MDS quotations are valid for sixty (60) days. ALL ISSUED/ACCEPTED QUOTES MUST BE SIGNED BY THE PURCHASER BEFORE THE ORDER CAN PROCEED.

DELIVERY TERMS: Delivery terms (per INCOTERMS 2010) for products shipped shall be as follows: for Purchasers in the European Union, DDP; for Purchasers in European countries not in the European Union, DAP; for all other Purchasers, FCA East Hartford, CT, U.S.A. All freight and handling charges will be prepaid by Endoto and added to the invoice, unless otherwise arranged by the Purchaser with Endoto.

DELIVERY DATE: Any date of delivery furnished by Endoto to Purchaser is determined from the date of Endoto's receipt of Purchaser's purchase order and its agreement to payment terms as shown below. This date is only an estimate of the date of delivery and is not a guarantee of a particular delivery date. Endoto shall not be liable for a failure or delay in shipment.

ERRORS OR OMISSIONS: Errors or omissions in any Endoto quotation, acceptance, specification or other document shall be subject to correction at Endoto's discretion.

PAYMENT TERMS: Payment terms are prepaid. All payments shall be made in the currency specified on Endoto's invoice and may normally be made by check or electronic payment. If Endoto reasonably believes that Purchaser's financial condition compromises the ability to make timely payment per this paragraph, Endoto may delay or postpone the delivery of products and condition shipment of products on full or partial advance payment or letter of credit. Quotes and payments are based on eEndoto's standard form of receiving payments. Standard forms of payment include USD Cash or electronic payment. If the Purchaser wishes to use an alternative payment method other than eEndoto's standard, charges will be levied for that option.

TAXES AND OTHER CHARGES: Purchaser is responsible for all sales, VAT, or related taxes applicable to the purchase of Endoto products. Endoto will add such taxes to the invoice and Purchaser will be responsible for payment of such taxes, unless Purchaser provides to Endoto a valid exemption certificate or other document acceptable to the authority imposing the tax. Purchaser is responsible for all duties and other government fees applicable to the purchase and import of Endoto products, unless the Delivery Terms are DDP.

SECURITY INTEREST: Purchaser hereby grants to Endoto, and Endoto hereby reserves, a security interest in the products to secure Purchaser's obligation to pay the invoice

amount. Purchaser agrees to cooperate in all respects in order that Endoto may perfect such security interest. Endoto shall release the security interest upon payment in full of the invoice amount.

SHIPPING METHOD: Unless otherwise requested in writing by Purchaser, all Endoto products will be shipped by whatever means and carrier that Endoto considers to be the most appropriate method of transportation. Risk of loss shall pass to Purchaser upon delivery by Endoto to the carrier, or, in the case of DDP or DAP terms, upon delivery to the Purchaser. Endoto reserves the right to use recycled pallets and packaging for all shipments, if the Purchaser requires new or specialty shipping materials it will be at Purchaser's expense. The Purchaser has the right to use their own shipping company, at their expense. If the purchaser chooses to use, provide, and pay for their own method of shipping, the purchaser may then be subject to a materials/handling fee from eNdoto based on the size of their order.

PRODUCT CONTROL: Unless otherwise specified upon Endoto's acceptance of purchase order, all products are produced in accordance with Endoto's standard production processes. Specifications provided in Endoto's literature are subject to change without notice. Endoto reserves the right to add, delete, alter or modify products at its discretion. eNdoto reserves the right to have materials and/or products for any order manufactured at any of our facilities. These facility locations could include but are not limited to; France, The United Kingdom, Spain, and Germany. eNdoto also reserves the right to change the original manufacturing location at any time without notice to the Purchaser. eNdoto reserves the right at any time (without being obligated to do so) to change the manufacturing location/facility for reasons including but not limited to; availability of materials, staff or transportation. eNdoto reserves the right to do so without notice or approval of Purchaser.

CUSTOM ORDERS: All custom orders must be specified in writing and are subject to Endoto's express acceptance. Furthermore, Purchaser shall, with respect to custom orders produced according to Purchaser's specifications, defend Endoto at Purchaser's expense and pay all costs and damages of any kind (including Endoto's attorney's fees) incurred by Endoto as the result of any suit or other legal proceeding against Endoto for infringement of any letters, patents, trademarks, copyrights, or other rights by reason of use of such specification, provided Endoto promptly notifies Purchaser in writing of such claim of, or suit for, infringement and tenders the defense thereof to Purchaser. Additionally, at Endoto's option, Endoto may be separately represented in any such suit at Endoto's own expense. Lead times for customized order vary by project. Customized projects/orders are subject to a MINIMUM 12-16 week lead time from date of received, accepted, and signed plans with an accompanying purchase order from the purchaser. NO MATERIAL will be ordered without proper approved and signed documentation. All purchase orders issued by the Purchaser, must be accompanied by a signed estimate issued by eNdoto. Furthermore, all custom orders are prepaid before production will begin, unless otherwise documented in writing

PURCHASER'S DUTIES: By accepting delivery of any Endoto product, the Purchaser agrees to use that product only for its Intended Use. The Purchaser assumes, without limitation, all risk

of injury, damage, or otherwise arising out of any use other than the Intended Use of a Endoto product.

RESALE: The Purchaser agrees to assume all liability arising out of any use other than the Intended Use of an Endoto product by any third party who has directly or indirectly obtained the product from the Purchaser. In addition, the Purchaser agrees to indemnify, defend, and hold harmless Endoto against all inquiries, claims, damages, actions, causes of action, injuries, and litigation arising out of any use other than the Intended Use of an Endoto product purchased by the Purchaser.

NOTIFICATION OF COMPLAINTS: Purchaser shall notify Endoto's Customer Service Department within ten (10) days of receipt of Endoto products regarding any defect or deficiency therein, including questions regarding the invoice, mis-shipments or lost or damaged shipment. Failure to provide such notice to Endoto shall be deemed acceptance of such Endoto products as complete and satisfactory to Purchaser.

RETURNS: Purchaser shall contact Endoto's Customer Service Department to return any unused, loaned, or damaged Endoto product. Purchaser shall obtain the appropriate forms from Endoto prior to returning any such product or returning product for Transmitter Exchange to Endoto. Items returned without proper Endoto forms will be delayed in processing. Custom orders/colors are NON-RETURNABLE. Any other returnable item is subject to a 30% - 50% restocking fee. The cost of shipping to return the item back to eNdoto is the responsibility of the Purchaser. The customer will receive (if any) company credit for any item deemed acceptable for return at the discretion of eNdoto Corp.

WARRANTIES: ONLY THE EXPRESS LIMITED WARRANTIES SET FORTH IN Endoto's STANDARD WARRANTY POLICY SHALL APPLY TO Endoto's PRODUCTS. Endoto HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Endoto's standard warranty policy covering any Endoto products shall be NULL, VOID, AND OF NO EFFECT if the purchaser or any third party uses that product for any use other than the intended use of that product.

GOVERNING LAW: Connecticut law, excluding its choice of law rules, shall be controlling for all purposes regarding any claim or dispute between Endoto and Purchaser. The sole and exclusive forum for any action commenced by Purchaser shall be in a state or federal court in Connecticut.