Please note: these terms apply to purchases made on or before September 1, 2015. Please contact GE Healthcare for previous versions of these terms and conditions for purchases made before September 1, 2015.

This Agreement (defined below) is between the customer listed on the applicable GE Healthcare invoice (the “Customer”) and the GE Healthcare, a division of the General Electric Company and its affiliates GE Healthcare Inc., and Medi-Physics Inc. GE Healthcare agrees to provide, and Customer agrees to pay for certain GE Healthcare products listed in the applicable GE Healthcare invoice referencing these terms (“Product(s)”). Throughout the Agreement, GE Healthcare and Customer are collectively referred to as the “Parties” and may be individually referred to as a “Party.” “Agreement” is defined as these Terms and Conditions for Contrast Media and Nuclear Imaging Agents and the applicable GE Healthcare invoice.

1. Payment. Payments are due Net thirty (30) days from the date of invoice. Payment disputes must be raised by Customer before the payment due date. In the event of an undisputed late payment, GE Healthcare reserves the right to: (i) suspend performance under this Agreement; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law on such unpaid amounts; and (iii) offset such unpaid amounts against any amounts GE Healthcare owes Customer.

2. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes (“Taxes”). Customer acknowledges and agrees it shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest and/or penalty by any taxing authority, Customer agrees to reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon.

3. Discount and Rebate Reporting. In accordance with 42 U.S.C. § 1320a-7b(b)(3)(A) (“Discount Exception”) and 42 C.F.R. §1001.952(h) (“Discount Safe Harbor”), GE Healthcare will provide Customer with an annual statement setting forth the discounts and rebates which GE Healthcare provided to Customer for each Product. This annual statement will reflect the achievement and appropriate allocation of discounts and rebates earned on a quarterly basis for purchases of Products. Customer agrees to fully and accurately report the discounts and rebates reflected in the annual statement from GE Healthcare as discounts for the purchase of the Products on any applicable cost reports. Customer agrees to retain all communications from GE Healthcare and to provide this information in response to any request by the Secretary of HHS or any State agency.

4. Price Adjustments. If any benefit, discount, or rebate provided under this Agreement or otherwise would result in a Product “Best Price,” as the term is used in 42 U.S.C. § 1396r-8(c)(1)(C), then GE Healthcare shall have the right to modify such benefit, discount, or rebate on a prospective or retrospective basis to the extent necessary so that no Best Price is established; Customer shall forward any necessary refunds to GE Healthcare within ninety (90) days of receipt of notice thereof.

5. Product Changes. GE Healthcare reserves the right, without incurring any liability, to: (i) alter the specifications for any Product in a manner that does not materially affect the performance or price thereof; (ii) discontinue the manufacture or purchase of any Product; or (iii) commence the manufacture and/or sale of new products. Requested changes to any orders placed under the Agreement are subject to GE Healthcare’s prior written approval and any product-specific policies detailed in the Exhibits to the Agreement.

6. Clinically Appropriate. Nothing in this Agreement shall be construed as requiring or encouraging the use of Products where they are not clinically appropriate or in the best interest of the patient. Customer and its clinical personnel will exercise their independent medical judgment in determining whether Products are appropriate.

7. Delivery; Transportation; Title; and Risk of Loss. Shipping terms are FOB Destination. Title and risk of loss to Product passes to Customer upon delivery to Customer’s designated delivery location. If Customer fails to accept delivery of the Products within a reasonable period after receiving notice from GE Healthcare that they are ready for delivery, GE Healthcare may dispose of or store the Products at Customer’s expense. For orders less than five hundred dollars ($500), costs of freight and insurance shall be added to the invoice. Certain Products may have product-specific delivery and transportation charges which are controlling for those certain Products.

8. Acceptance; Returns. Customer shall notify GE Healthcare in writing within a reasonable time taking into consideration the nature of the Product, but under no circumstances more than thirty (30) business days from delivery, of any short delivery or defects reasonably discoverable on careful examination. In absence of such notice, Customer is deemed to have accepted the Product. GE Healthcare’s sole obligation at its discretion shall be either to replace or refund the purchase price of any undelivered or defective Product. Customer has no right of return for Products that are expired, undersold, overstocked, or damaged by a party other than GE Healthcare.

9. Compliance with Laws. The Parties agree to comply with all applicable Federal, State, and local laws and regulations including the federal False Claim Act, applicable state false claims acts, federal Anti-Kickback Statute and corresponding safe harbor regulations, and applicable state anti-kickback laws.

10. Health, Safety, and Waste. Customer shall ensure that: (i) the Products are used only as intended; (ii) the Products are handled in a safe manner; and (iii) any waste originating from the Products is disposed of in accordance with any relevant regulations.

11. Warranties. GE Healthcare warrants that its Products meet applicable specifications at the time of shipment, and are manufactured, sold, and shipped materially in accordance with applicable law. ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS
AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY OR FITNESS FOR PURPOSE (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE) ARE HEREBY EXPRESSLY DISCLAIMED.

Customer represents and warrants that it is acquiring Products from GE Healthcare pursuant to the Agreement for its own use and not for resale.

12. **Limit of Liability**. GE HEALTHCARE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, SHALL NOT EXCEED THE ANNUAL CONTRACT PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

13. **Exclusion of Damages**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

14. **Notices**. Any notice required under this Agreement will be sent by a nationally recognized overnight courier, or transmitted electronically pursuant to the terms of this Agreement. Notices will be deemed given on the date delivered to the recipient if sent by overnight courier, or when accessible electronically if transmitted electronically pursuant to the terms of this Agreement (it being agreed that the sender will retain proof of delivery or transmission, as applicable).

15. **Confidentiality**. Each party will treat the terms of this Agreement and the other party's written, proprietary business, or technical information as confidential. Customer will treat such information as confidential information whether or not marked as confidential. Neither Party shall neither use nor disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare) or as is required by the U.S. Federal government in its capacity as a customer. The receiving Party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving Party in breach of this Agreement, (ii) was in the possession of the receiving Party prior to its disclosure or transfer and the receiving Party can so prove, (iii) is independently developed by the receiving Party and the receiving Party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

16. **Insolvency**. In the event that Customer becomes bankrupt or goes into liquidation, GE Healthcare may immediately terminate the Agreement without notice and without prejudice to any other remedy GE Healthcare may have.

17. **Force Majeure**. Neither Party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

18. **Governing Law; Jury Trial Waiver**. The Agreement shall be governed by the laws of the State of Delaware. UNLESS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

19. **Indemnity**. Customer and GE Healthcare ("Indemnitor") agree, to defend, indemnify, and hold harmless the other Party ("Indemnitee") from third-party claims for damages, if and to the extent such damages are proximately caused by the Indemnitor and is determined by a court of competent jurisdiction to be the Indemnitor's legal liability, and provided that the Indemnitor takes commercially reasonable steps to mitigate any third-party damages. The indemnification obligations set forth in this Section are conditional upon the Indemnitee providing the Indemnitor prompt written notice of any claim, allowing the Indemnitor to control the defense and disposition of such claim, and cooperating with the Indemnitor in the defense.

20. **Order Confirmation and Order Acceptance**. Acceptance of Product purchase orders will be deemed to occur upon either: (i) written acceptance issued by GE Healthcare to Customer accompanied by written confirmation of the order requirements applicable to the order, or (ii) shipment of the Product pursuant to such order.

21. **Waiver; Survival; Severability**. Any failure to enforce any provision of the Agreement is not a waiver of that provision or of either Party's right to later enforce each and every provision. The terms of the Agreement that by their nature are intended to survive the expiration will continue in full force and effect after its expiration. The provisions of the Agreement are severable from each other.

22. **Additional Terms for Nuclear Imaging Agents**. The following terms apply only to the license, purchase and use of GE Healthcare's Nuclear Imaging Agent Products and any Product or services obtained by Customer from GE Healthcare's Radio-Pharmacies ("Pharmacy").

22.1. **Licensing Requirements**. A copy of the Customer's user's radioactive materials license and all amendments issued by the Nuclear Regulatory Commission (NRC) and/or the appropriate state or local licensing agency is required to be on file with GE Healthcare prior to release of Product for shipment. If Customer purchases Products directly through GE Healthcare's manufacturing facility, all license copies, including updates, amendments and renewals shall be mailed to:

Medi-Physics, Inc. dba GE Healthcare
3350 North Ridge Avenue
Arlington Heights, Illinois 60004
Attention: Licensing
If Customer purchases Products through a Pharmacy then any license copies, including updates, amendments and renewals shall be mailed to the Pharmacy. In all cases, updates, amendments and renewals shall be forwarded to GE Healthcare’s manufacturing facility and/or Pharmacy, as the case may be, as soon as such update, renewal or amendment is received.

22.2. **Ordering.** All orders placed after published cutoff times for same day shipment will be shipped using express delivery, and will be subject to additional fees. Customer may cancel a standing order by providing seven (7) business days notice to GE Healthcare. For direct shipments from the GE Healthcare's manufacturing facilities, Customer must contact GE Healthcare telephone at 1-800-292-8514 for shipment cutoff times. For shipments from a Pharmacy, Customer must contact the Pharmacy for shipment cutoff times.

22.4. **Packaging/Containers.** Containers, packaging, labeling, equipment and vehicles where provided by Customer must comply with all applicable state, federal and international safety regulations. When GE Healthcare supplies Products in returnable containers, the containers must be returned to GE Healthcare at Customer’s expense in good condition within the period specified by GE Healthcare. Title to the containers shall remain with GE Healthcare at all times, but they shall be held at the risk of Customer until returned to GE Healthcare. GE Healthcare may at its discretion charge a deposit fee for containers held by Customer. Supplier provided reusable containers may be returned at no charge. Failure by Customer to comply with this Section shall entitle GE Healthcare to invoice Customer for the full replacement value of the container.

22.5. **Delivery.** Customer shall ensure that adequate and safe facilities and procedures exist for receipt of the Products at its premises at the time of delivery by GE Healthcare or its agent or carrier. Customer warrants to GE Healthcare that the site where it intends to use the Products is suitable in all respects for their intended use and is licensed in accordance with any relevant local, state, and federal regulations. All delivery dates are quoted in good faith, but GE Healthcare reserves the right to alter them, notifying Customer as soon as reasonably practicable. GE Healthcare will not be liable for any direct, indirect, consequential or economic loss or damage due to delay in delivery, however caused. GE Healthcare may dispose of or store the Products at the Customer’s expense if in the opinion of the GE Healthcare, the Customer: (i) is not ready to receive the Products on the day intended; (ii) fails to give the GE Healthcare adequate instructions; (iii) fails to pick up Products intended for pickup, or (iv) fails to comply with the provisions of this Section. GE Healthcare shall be entitled to the full invoice price for the Products plus any costs of disposal, less the amount, if any, received by GE Healthcare in disposing of or otherwise dealing with the Products. Customer shall promptly notify GE Healthcare by calling either 1-800-292-8514 or the local GE Healthcare pharmacy in the event that Products do not arrive within 6 hours of their anticipated receipt. Delivery charges are determined by required delivery times unless modified by a subsequent agreement. Rush or stat deliveries during or after regular GE Healthcare business hours will be subject to additional fees. Should GE Healthcare fail to meet the delivery schedule, credit may be issued at GE Healthcare’s sole discretion.

22.6. **Use.** Products may not be sold or transferred for consideration by Customer to any third party, provided that Customer may dispense the Products (including resulting unit dose forms of the Products) to patients of Customer. Customer may transfer possession of cold vials to a third party radiopharmacy for purposes of creating unit doses of such Product, provided that Customer has notified GE Healthcare in writing of the identity of such third party radiopharmacy, and that Customer retains title to such Product.

22.7. **Unit Dosing.** Customer, including any third party radio-pharmacy that prepares unit doses of Products for Customer, represents and warrants that it will adhere to dosing regimens and any other requirements listed in the applicable published Product packet inserts. GE Healthcare shall have the right at reasonable times to audit the Customer’s books and records that record the compounding, distribution and sales of unit doses to assure adherence to the dosing regimens determined by GE Healthcare.

23. ** Entire Agreement.** Except as otherwise expressly stated herein, this Agreement constitutes the entire agreement between the parties respecting the subject matter. THERE ARE NO REPRESENTATIONS, PROMISES, OR UNDERSTANDINGS RELIED UPON BY CUSTOMER THAT ARE NOT CONTAINED HEREIN. No terms or conditions on any purchase order or other document submitted by Customer, or any prior proposal, statements, course of dealing or usage of the trade, will be part of this Agreement. This Agreement may only be modified by a writing signed by duly-authorized representatives of each party.