



**AMD Technologies, Inc.**

218 Bronwood Avenue  
Los Angeles, CA 90049-3104 USA

T 310.219.3200  
T 800.423.3535  
F 310-219-3201

W digitalams.com  
W ams4illuminators.com  
E info@digitalams.com

# General Terms & Conditions of Sale

(applicable to all non-Catella products and to Catella products, where not in conflict with Catella Terms and Conditions of Sale)

**Acceptance of Orders:** All orders are subject to acceptance by AMD Technologies, Inc. (AMD), Los Angeles, CA. AMD will accept verbal orders. However, the customer agrees that AMD will not be liable for errors of changes made in verbally or on Internet submitted purchase orders unless written confirmation is received by AMD from the purchaser prior to shipment of the order of stocked items, or prior to start of production of non-stocked or custom items. All confirmations should be clearly marked: "**CONFIRMATION ONLY - DO NOT DUPLICATE**". Orders should include a complete description of the desired items along with the AMD catalog number. Grid product orders and custom production orders will be accepted via the telephone, but will not be processed until written confirmation is received.

**Terms:** AMD accepts payment at time of order via VISA or MasterCard for orders under 5,000, or pursuant to other terms agreed by AMD at time of sale.

A finance charge of 1 1/2% per month (18% annual rate) not to exceed the maximum legal rate, will be charged on past due accounts. In any dispute over payment for goods purchased from AMD where it becomes necessary to seek collections, the customer agrees to pay normal and customary collection fees, all reasonable attorney fees and costs, and court costs, together with all attorneys' fees costs and court costs on any appeal.

Unless specified in writing, price does not include, 1) freight charges, 2) insurance, and 3) applicable taxes (state, city, county, federal, foreign, etc.), duties and customs charges and expenses, all of which are the responsibility of the customer, whenever charged.

**Shipping Dates:** Shipping dates are approximate and are based on prompt receipt at the factory of all necessary information from the customer. In case of delay in furnishing complete information, dates of shipment may be extended for a reasonable time based on conditions at the factory.

AMD shall not be liable for loss damage, detention or delay resulting from causes beyond its reasonable control or caused by fire, strike, civil or military authority, insurrection or riot, embargoes, car shortages, wrecks or delays in transportation or because of any priority or preference rating established by any federal, state, or other governmental authority.

**Returning Merchandise:** If you wish to return merchandise, we must first be contacted in writing. If the return is authorized, we will send you our "RETURN AUTHORIZATION FORM" or "RETURN AUTHORIZATION NUMBER" for items on each invoice in question. Except for warranty issues, returns must be made within 30 calendar days of date of the AMD invoice. For stock items returned due to no fault of the manufacturer, a 30% restocking charge or \$30.00, whichever is higher, will be made on merchandise returned in saleable condition in its original carton. For non-stock items, AMD will only authorize returns if the invoice and any related freight or other charges are paid in full prior to the return of the merchandise. AMD will then accept return of the goods, and hold them for resale for the customer on a consignment basis. If and when the goods are resold, and only when AMD is paid by the new purchaser, AMD will credit the customer's account by the amount of the sale proceeds, less any freight expense and a 30% restocking charge or \$30.00, whichever is higher. Additional charges over the restock charges will be deducted if there are additional costs incurred to return goods to saleable condition. It is the customer's responsibility to clarify at the time of order, which items are stock, non-stock or custom. AMD cannot be responsible for damage that occurs because of poor repackaging by the customer. If an item is returned damaged and, if AMD elects to accept the return, appropriate charges for repairs will be added. AMD reserves the right to refuse any merchandise returned for credit, and any merchandise received by AMD without written authorization will be refused and returned to you. No returns will be accepted freight collect. Custom items and grid products are not returnable.

**Freight Charges:** All prices are FOB factory location and include domestic packaging, unless otherwise stated. Unless detailed shipping instructions are received with each order, AMD will use its discretion as to the shipment method used. Unless otherwise specified on the order and the customer has open credit status with AMD, AMD reserves the right to have shipments made freight charges collect, except for drop shipments, Parcel Post, or United Parcel Shipments. Prepaid shipping charges will be charged to the customer's account. Whenever possible, AMD reserves the right to have freight charges billed directly to the customer from the company handling the freight services.

**Freight Damage Procedure:** AMD products are tested and inspected before final packaging. All shipments leave the factory in good condition. Title to all merchandise passes to you at time of shipment and, therefore, any claim of damage in transit must be made by you to the shipper. Liability for merchandise lost or damaged during shipment rest with the purchaser. To expedite and protect yourself, refuse any damaged shipment until the shipper's representative has inspected the package. Make sure that the damage is recorded on the bill of lading and that the representative signs that document. This procedure will help in obtaining quick reimbursement. Concealed damage must be reported to AMD in writing within 5 days of receipt of goods. Products accepted by the customer and then returned due to claimed freight damage must be accompanied by the freight company's inspection report. Without a report that clearly indicates that damage occurred on the outgoing freight trip, credit for freight damage cannot be guaranteed by AMD.

**Minimum Invoice:** A minimum order of \$35.00 is required for processing.

**Cancellation:** As most items are placed in production and/or shipped within a very short period from the time an order is placed, any cancellation must be made quickly and in writing. Custom and non-stocked orders shipped and/or placed in production are not cancelable. These items are returnable only upon the terms and conditions set forth in the section titled "Returning Merchandise".

**Title:** Customer agrees that title and right of possession to any equipment and material covered by this order shall remain with AMD and such equipment and material shall remain the personal property of AMD until all payments hereunder (including deferred payment, whether evidenced by notes and otherwise) shall have been made in full. Customer agrees to do all acts necessary to perfect and maintain such right and title in AMD, consistent with these provisions.

**Export Orders:** Export orders will be shipped upon receipt of a wire transfer, which is payable in US dollars through AMD's designated domestic bank. All orders will be shipped EXW AMD in AMD's normal domestic packaging unless otherwise specified and agreed upon in writing by AMD. Export packing, inland trucking, insurance, customs fees, taxes, forwarding and other documentation charges are the responsibility of the customer.

**Legal Venue:** The customer agrees that any actions brought concerning the sale of merchandise and/or services from AMD, and the terms and conditions thereunder shall be brought in Los Angeles County, in the State of California, USA. The customer further agrees to submit to the jurisdiction of the courts in said county.

**Arbitration:** In the event of any disagreement between the parties arising out of this Agreement, if the amount in dispute exceeds the jurisdiction of the Small Claims Court, such disagreement shall be determined by arbitration in accordance with the rules, then pertaining, of the American Arbitration Association and such arbitration ruling shall be conclusive and binding upon the parties. Any arbitration will be conducted within the county of Los Angeles in the State of California. In the event either of the parties must resort to legal action or arbitration to enforce or defend the provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable costs and attorney's fees.

*Please Note: Prices & Specifications subject to change without notice.*

## Limited Warranty

AMD Technologies, Inc. warrants its X-Ray illuminators and other medical products, with the exceptions noted below, to be free of defects in materials and workmanship. This warranty extends to the original purchaser only for six months from the date of purchase. The warranty is limited to rectifying and such defect and/or replacing such defective parts, provided (1) the product or part is returned prepaid, with proof of purchase and return authorization form, to AMD Technologies in Los Angeles, CA (or to a location designated by AMD), and (2) it is found by AMD Technologies upon inspection to be defective in materials and/or workmanship. Repaired or replaced products will be returned to the purchaser F.O.B. (EXW in cases of export orders) AMD Technologies' factory (or other location specified by AMD). Acrylic viewing surfaces, bulbs, cords and lamps are explicitly excluded from this warranty. This warranty is void as to any product or part that has been improperly installed, overloaded, mishandled, abused or altered in any manner. Returned products will be shipped back to the original purchaser F.O.B. (EXW in cases of export orders) AMD Technologies (or other location specified by AMD). Other than the above-described obligation, AMD Technologies, Inc. assumes no liability with respect to the sale or use of its products. Prices, Specifications, Terms and Conditions of Sales, Quantity Discount Policy and Limited Warranty are subject to change without notice.

To the maximum extent permitted by applicable law, in no event shall AMD or its suppliers be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use its product(s), even if AMD or the customer or the user has been advised of the possibility of such damages. In any case, AMD and its suppliers' entire liability under any provision of this Agreement shall be limited to the amount actually paid by customer for the product, and shall be conditioned on the return of such product, and if the product constitutes or includes software, all copies thereof.

All equipment and accessories not manufactured by AMD is subject to the warranty, if any, of the manufacturer thereof only. Warranties, however, do not cover damage resulting from carelessness or failure to follow operating instructions. These warranties are void as to any product or part that has been improperly installed, overloaded, mishandled, abused or altered in any manner. As part of AMD's warranty evaluation, the purchaser may be requested to provide proof of regular maintenance of the product or part. AMD provides no express or implied warranty for any of these items. The liability, if any, of AMD arising out of the supplying of this equipment or accessories, or its use shall not in any case exceed the cost of correcting defects in the equipment. After a period of 90 days, all such liability shall terminate. All pre-owned equipment is sold in "as is" condition unless otherwise specified in writing signed by AMD.

There are additional warranty restrictions for all AMD x-ray equipment, digital and networking products (including Catella products) and other capital equipment. See below or contact AMD for specifics regarding these products.

Requests for warranty support must be made within the specified warranty period. Date of invoice determines the start date. For your protection, please confirm warranty issues in writing.

Revision Date: January 2010

## Catella General Terms and Conditions of Sale

This quotation/sale is subject to customer's acceptance of the terms and conditions contained in this Agreement.

Price does not include:

Freight charges  
Insurance  
Applicable taxes, duties, customs charges and expenses - state, city, county, federal or foreign  
Wiring or cabling unless specified above.  
Electrical service installation.

Internet or telecommunication equipment, unless specified above.  
Facility refurbishing.  
Moving customer's or end user's own equipment.  
DICOM translation products to convert non-DICOM output from modalities or other network devices to DICOM output.

**This offer is valid for 30 days from the date of the quotation or that specified on the first page of the quotation, whichever is shorter and is dependent on the availability of products at time order is accepted by AMD.**

**Installation and Training:** To be provided by customer, unless otherwise specified in quotation.

**On-Site Support during Warranty Period:** To be provided by customer, if customer is a dealer; or by AMD, if customer is an end user.

**Please Note:** All computer equipment will be supplied with standard "US English" keyboards. Software "menus", on screen labels and instructions will also appear in US English. Customer agrees to translate any and all manuals and instructions required to be provided in any other language.

**Shipment date:** Shipping date will be determined after receipt of signed quotation, customer's signed purchase order and payment of deposit (if applicable), or the earliest possible date

user certificates. All title and copyrights in and to the Software Product (including but not limited to any images, photographs, animations, video, audio, music, or text incorporated in the Software Product), the accompanying printed materials, and any copies of the Software Product, are owned by AMD or its suppliers. The user may not copy the printed materials accompanying the Software Product.

Customer and user may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Except as noted above, the Software Product is licensed as a single product. Its component parts may not be separated for use on more than one computer. User may permanently transfer all user's rights under this license only as part of a sale or transfer of the entire product described in this offer, provided user retains no copies, user transfers all the Software Product (including all component parts, the media and printed materials, any upgrades, a copy of this Agreement, and copies of any Catella Web Viewer Product Components installed on other computers, and the recipient agrees to the terms of this Agreement). If the Software Product is an upgrade, any transfer must include all prior versions of the Software Product.

Without prejudice to any other rights, AMD may terminate this license if customer or user fails to comply with the terms and conditions of this Agreement. In such event, customer and user must destroy all copies of the Software Product and all of its component parts.

**Network Security:** Network and data security, and compliance with all government regulations relating thereto, are the customer's sole responsibility. Failure to maintain a virus free environment may void all warranties. AMD is not responsible for any damage, loss, or compromise of files or programs due to access of the customer's network by unauthorized



**AMD Technologies, Inc.**  
 218 Bronwood Avenue  
 Los Angeles, CA 90049-3104 USA

T 310.219.3200  
 T 800.423.3535  
 F 310-219-3201

W digitalams.com  
 W ams4illuminators.com  
 E info@digitalams.com

# General Terms & Conditions of Sale

thereafter if the shipment is held up by the U.S. Government.

**Terms and Conditions of Sale:** (Unless specified elsewhere on this quotation) 30% deposit with order, balance including freight, taxes and insurance and other charges, 70% 5 days prior to shipment. Installation is defined as delivery of the equipment to the customer's site and set-up of the equipment, up to and including connection of the equipment to a power source which is provided by the customer. All user training covered by this agreement will be completed at the time of installation. Any further training requested by customer or user will only be provided if all payments due from customer to AMD have been made. Any such training shall be billed to customer at AMD's then current hourly rates.

All Export quotations are subject to the existing U.S. Government Rules and Regulations regarding destination country. Specifications subject to change without notice. All prices listed are in U.S. Dollars.

Prices and terms in this quotation are not subject to change unless approved in writing by AMD. All quotations are subject to change in the event of strikes, accidents, fires, availability of materials or other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by AMD before final acceptance.

**Software and Medical Equipment:** Hardware and Software systems will be validated in Los Angeles, California, prior to shipment. The warranty is limited to rectifying any such defect and/or replacing such defective parts, provided it is found by AMD upon inspection to be defective in materials and/or workmanship. Repaired or replaced products will be returned to the purchaser (ExW AMD's offices).

Conditions which are not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on customer's formal order will not be binding on AMD.

Shipping dates are approximate and are based on prompt receipt at the factory of all necessary information from the customer. In case of delay in furnishing complete information, dates of shipment may be extended for a reasonable time based on conditions at the factory.

The customer is responsible for providing proper electric current and network infrastructure for the operation of the equipment. The customer will provide all necessary carpentry work, conduit wiring, cabling and internet connection required for making installation. The customer is obligated to have the sites prepared for installation, and to have all modalities specified in quotation available for connection to the network. The customer will be responsible for any additional costs or delays (time and materials) due to insufficient facilities or preparation at the installation site, which may obstruct the installation procedures. In case the customer does not fulfill the above obligations in time, the date of the warranty will be shortened according to the delay time.

AMD shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control or caused by fire, strike, civil or military authority, insurrection or riot, embargoes, car shortages, wrecks or delays in transportation or because of any priority or preference rating established by any federal, state, or other governmental authority.

AMD shall have the right to furnish or use reasonably equivalent substitutes for materials which cannot be obtained because of unavailability or because of priorities or preferences established by any federal, state or other governmental authority, or because of requirements for such materials in the national defense program.

The amount of any present or future sales tax, or other tax, duty or similar charge or expense not included in the amount of this order but applicable to this sale shall be added to the prices shown herein and shall be paid by the customer in the same manner and with the same effect as if originally added thereto.

Customer agrees that title and right of possession to any equipment and material covered by this order shall remain with AMD and such equipment and material shall remain the personal property of AMD until all payments hereunder (including any deferred payments, whether evidenced by notes or otherwise) shall have been made in full. Customer agrees to do all acts necessary to perfect and maintain such right and title in AMD, consistent with these provisions. The Software Product includes computer software, the associated media, any printed materials, and any "online" or electronic documentation. By installing, copying or otherwise using the Software Product, customer and user agree to be bound by the terms of the End-User License Agreement of the software's manufacturer.

The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software Product is licensed, not sold. This Grant of License grants user the right to use one copy of the Software Product on one computer. If the computer is connected to a network, this license does not allow user to use the Software Product on other computers on the network. The one exception is the Software Product Component known as Catella Web Viewer which allows image viewing via the Internet. This software can be installed on more than one computer, but access to the images is governed by

persons or programs. In addition, the customer is solely responsible for keeping the network free of software viruses. Catella systems are not installed with means of detecting or remedying software viruses. AMD recommends that virus protection software be installed and constantly upgraded on all computers and networks running Catella programs. PACS equipment should only be used for purposes for which it was purchased. No equipment should have dual purposes, such as Internet connection for other business or personal use. This kind of dual use opens up the entire network to virus attacks. Along with vigorous virus systems protection, firewalls and other related specific hardware and software, strong business policies that restrict use of this equipment solely for its intended purposes add an important level of protection. Site Planning and Preparation: Careful pre-planning and the communication regarding customer's and end user's workflow with AMD will help assure a smooth installation, training period and transition. Please remember that AMD staff is available to help with this planning and can offer advice in each of the areas listed below. Prior to and during installation, the customer is responsible for the following items:

- Prepare a site map.
- Procure proper and protected electrical service for all equipment and equipment locations. (Dedicated circuits may be appropriate.)
- Select and procure specified battery back-up and surge protection for each piece of equipment.
- Complete all cabling and wiring.
- Procure and install all communication services (if applicable).
- Complete proper network setup, if AMD items are to be added to a network, including TCP/IP addresses and other such items.
- Complete a list of other equipment that will be connected to Catella products.
- Clear work areas and areas where equipment will be installed. Furniture, equipment, or other physical items must be moved prior to the installation date. AMD installers will not move customer's property. A security area should be provided to hold equipment delivered to the customer that has not yet been installed.

Maps and lists of specific items completed on this list should be sent to AMD *at least 30 days prior* to installation.

Catella Workstations are DICOM 3.0 compliant products and should be able to connect with other DICOM 3.0 compatible devices. However, since there are many different implementations of DICOM, it is likely that a small amount of "tweaking" will be required to connect to a device. If all devices are available during installation, interconnection should be able to be completed during this time. If new devices are added later or some devices are not available for testing during installation, then additional, chargeable installation trips may be required. Any additional charges due to the need to upgrade or adjust customer's or user's equipment to connect to Catella products requiring non-AMD personnel are the sole responsibility of the customer.

**During Installation:** There shall be 24 hour a day physical access to installation sites and 24 hour a day electronic access via the Internet to the network during installation periods. Key customer decisionmaking personnel should be available between 8:00AM and 6:00PM during installation days to test, make decisions and problem solve.

**Modifications:** Any unauthorized hardware/software modifications may cause problems that will be corrected (if possible) at customer's expense. Specifically, most Windows compatible programs cannot be run at the same time as some Catella software without significantly degrading the image quality and response time.

Once installation begins, change orders for the plan may result in additional charges. Installers will consult with the customer, and AMD managers, and will require a signed change order from the customer prior to commencing any new work. In addition to material and programming charges, housing, travel, and meal charges may be incurred. Change orders may also affect the completion date of the installation.

(Two signatures are required if customer is a corporation.)

AGREED TO BY:

CUSTOMER: \_\_\_\_\_

Signature _____	Print Name _____
Title _____	Date _____

AMD TECHNOLOGIES, INC.

Signature _____	Print Name _____
Title _____	Date _____

*Please Note: Prices & Specifications subject to change without notice.*

**Limited Warranty**

AMD Technologies, Inc. warrants the computer equipment and software to be free of defects in materials and workmanship at time of shipment (see specific warranty below). Dealer and/or end-user is/are responsible for the installation of the end-user's network.

AMD SHALL HAVE 24 HOUR A DAY ELECTRONIC ACCESS VIA THE INTERNET TO THE NETWORK DURING INSTALLATION, WARRANTY AND ANY SUBSEQUENT SERVICE CONTRACT PERIODS. FAILURE TO PROVIDE SUCH ACCESS WILL VOID AMD' RESPONSIBILITIES UNDER ITS WARRANTY AND SERVICE PROVISIONS.

Warranties, however, do not cover damage resulting from carelessness or failure to follow operating instructions. Except as provided herein, AMD provides no express or implied warranty for any of the items covered by this Agreement. The liability, if any, of AMD arising out of the supplying of this equipment, or its use, shall not in any case exceed the cost of correcting defects in the equipment.

AMD warrants that (a) the Software Product will perform substantially in accordance with the accompanying user manual for the period specified in the quotation, and (b) any hardware or equipment accompanying the Software Package will be free from defects in materials and workmanship under normal use and service for a period of twelve (12) months from the date of receipt, unless otherwise specified in the quotation. Any implied warranties on the Software Product or the hardware or equipment are limited to these stated periods.

AMD's entire liability and customer's exclusive remedy shall be, at AMD's option, either (a) return of the price paid, or (b) repair or replacement of the Software Product or hardware that does not meet this Limited Warranty and which is returned to AMD with a copy of customer's receipt. This Limited Warranty is void if failure of the Software Product or equipment has resulted from accident, abuse, or misapplication. Any replacement of the Software Product or equipment will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

To the maximum extent permitted by applicable law, except as provided herein, AMD disclaims all warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the Software Product, the accompanying written materials, and any accompanying equipment.

WARRANTIES AND SERVICE PLANS ON CATELLA EQUIPMENT AND SOFTWARE DO NOT COVER DATA LOSS OR CORRUPTION, OR CLAIMS, LIABILITIES, DAMAGES, COSTS AND EXPENSES RELATING THERETO, INCLUDING CHARGES FOR RECOVERY OR ATTEMPTED RECOVERY OF DATA, WHETHER SUCH LOSSES ARE CAUSED BY POWER SURGES, VIRUSES, IMPROPER HANDLING OR FAILURE OF EQUIPMENT AND HARD DRIVES, OR ANY OTHER CAUSE; NOR DO CATELLA WARRANTIES AND SERVICE PLANS COVER DAMAGE TO EQUIPMENT AND SOFTWARE CAUSED BY POWER SURGES, VIRUSES, OR IMPROPER HANDLING OF EQUIPMENT AND HARD DRIVES. A UPS WILL HELP PROTECT THE CUSTOMER'S INVESTMENT.

To the maximum extent permitted by applicable law, in no event shall AMD or its suppliers be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if AMD or the customer or the user has been advised of the possibility of such damages. In any case, AMD and its suppliers' entire liability under any provision of this Agreement shall be limited to the amount actually paid by customer for the Software Product and equipment, and shall be conditioned on the return of such equipment and software, and all copies thereof.

AMD disclaims any liability based on changes in government regulations taking effect after the purchase order date. It shall be the customer's responsibility to notify AMD of any such changes and to take steps to purchase any necessary upgrades.

Revision Date: January 2010