



Customer hereby agrees to the following terms and conditions regarding its purchase of equipment from OCULUS, Inc. (the "Company").

1. Inspection and Limited Return Right. Customer shall be solely responsible to ensure that any equipment purchased from Company meets Customer's needs and/or requirements. Customer will examine and test all items of equipment purchased upon delivery and will notify Company in writing of any missing or damaged parts or defects in the equipment within fourteen (14) calendar days of delivery. Absent such notice, the equipment shall be deemed accepted by the Customer. Customer shall have a limited right to return any equipment purchased within thirty (30) calendar days of initial delivery for any other reason provided that customer properly packs the equipment in all of its original packaging materials and ships it undamaged and with all parts to Company's principal place of business in Arlington, Washington. Customer acknowledges and agrees that in the event it decides to return the equipment within such 30 day period, Customer shall be responsible for a) all costs of shipping for the return of the equipment, b) the cost of replacing any damaged or missing parts.

2. Limited Warranty; Remedies. The Company warrants that equipment sold shall be free from defects in materials and workmanship for a period of twelve (12) months after delivery. **THE FOREGOING IS THE SOLE WARRANTY AND EXCLUSIVE REMEDY PROVIDED, AND THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The sole and exclusive remedy related to the above warranty shall be for repair / refurbishment of the equipment at Company's principal place of business in Arlington, Washington or its service facility in Port Saint Lucie, Florida. Customer acknowledges that with respect to any warranty claim, Customer must give Company written notice of such claim within 5 business days of discovery, or the warranty shall be void. Customer shall not be entitled to any consequential or incidental damages, including without limitation compensation for loss of use of the equipment during the warranty repair. Customer further acknowledges that the foregoing warranty is contingent upon the following: (a) Customer must maintain the equipment as specified by the Company in any manuals pertaining to the equipment and/or other correspondence directed to Customer by the Company; (b) Customer agrees to operate/use the equipment in its intended manner and only for its intended purpose; and (c) Customer, its employees, agents and contractors shall not cause damage to the equipment through their negligent use, operation or storage. In the event that Customer fails to comply with (a), (b) or (c), then the warranty provided herein shall automatically be voided. Any repairs or replacement of parts outside of the limited warranty shall be at Customer's sole cost and expense. Customer acknowledges that some equipment was manufactured with a system that provides automatic notifications regarding recommended service, and that the notifications cannot be disabled.

3. Payment and Security Interest. Customer agrees to make payment in full within the time frame specified in the invoice. In addition to any other remedies under the law, interest on any late payment shall accrue on any unpaid balance at the rate of twelve percent (12%) per annum, or if less, the highest rate permitted by applicable law. Until the purchase price has been paid in full, Customer hereby grants Company a security interest in the equipment (and consents to Company filing a UCC-1 financing statement to perfect such interest), and Customer covenants and agrees that while any balance remains outstanding the equipment purchased will not be sold, assigned, encumbered, transferred or otherwise pledged by Customer or removed from Customer's place of business without the express advance written consent of Company.

4. Jurisdiction, Venue and Choice of Law. Customer expressly acknowledges, consents and agrees to the personal and subject matter jurisdiction of the State of Washington. Customer further expressly acknowledges, consents and agrees that venue for any action relating to the Equipment purchased and/or payment thereon, or to enforce the terms and conditions relating to any purchase by Customer from Company, shall be Snohomish County Superior Court State of Washington. Washington law shall apply as the parties choice of law to any dispute arising or relating to Customer's Purchase of any equipment without application of its or any other jurisdiction's conflict of laws principles. In the event the Company is forced to retain the services of an attorney to recover monies owed by Customer to Company, or otherwise to enforce the terms of this agreement, Company shall be entitled to recover from the Customer all of the Company's attorney's fees and costs, including costs on appeal and/or collection, whether or not suit is initiated.

5. Indemnification. Except to the extent of the sole negligence of the Company, Customer agrees to indemnify, hold harmless and defend the Company, its officers, agents and employees, with counsel of Company's choosing, from and against any and all claims, losses, damage, demands or liability of any kind or nature whatsoever, including attorneys' fees and costs, arising from Customer's or its agent's and/or representatives use of any equipment purchased from Company.

6. Conflict in Agreements/ No Oral Promises. To the extent Customer requires Company to execute any document or documents relating to any purchase of equipment by Customer from Company, Customer expressly acknowledges, in advance, that the terms and conditions herein shall control over any terms in any such subsequent document/agreement to the extent any such terms conflict with the terms of this agreement. Customer understands that Company is expressly relying upon this provision with respect to any sale that takes place between the parties. Customer expressly acknowledges and understands that the Company has made no representations or warranties other than as expressly included herein.

7. Non-Waiver. In the event the Company fails to promptly enforce any right it may possess under this agreement, said action shall not be construed as a waiver to enforce said right by the Company and further shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of the Contract.