

Standard Terms & Conditions

Revised January 2018

Customer requests, and Alpha Source, Inc. agrees to sell goods and equipment according to the following terms and conditions:

DELIVERY/ACCEPTANCE: In the event any product sold or delivered by ALPHA SOURCE is damaged during shipment to the Customer, the Customer shall give ALPHA SOURCE written notice of such damage within three (3) days of delivery. If notification is not given with such time frame, the Customer waives any claim against ALPHA SOURCE for any determinable deficiency or defect in said delivery or product, unless otherwise agreed by ALPHA SOURCE. Customer agrees to inspect all products immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered, and (b) there are no visible defects. The Customer also agrees to examine all delivery tickets and invoices upon receipt. In the event the Customer directs ALPHA SOURCE to deliver any product, and the Customer does not have a representative present at the time of delivery, the Customer authorizes ALPHA SOURCE, or its designated carrier, to leave the product at the designated place of delivery. Upon said delivery, the Customer will be responsible for the product.

WARRANTY: ALPHA SOURCE's standard parts warranty is one (1) year from date of shipment, unless otherwise noted. The first ninety (90) days of such warranty shall be full replacement, and the remaining nine (9) months of such warranty shall be prorated from the date of shipment. The following parts shall be excluded from such warranty ("Excluded Items"): Image Generation Nodes, DARC Modules, Gradient Amplifiers, Gradient Power Supplies, Gradient Processor Modules, RF Amplifiers, RF Interface Modules, MRI Coils, and consumable/supply items (including, but not limited to, brushes, collimator filters, film cassettes, phantoms, magnetic tapes, optical disks, table cushions, patient restraints and holders). Excluded Items shall have a ninety (90) day full replacement warranty. X-Ray Tubes and X-Ray Detectors shall also be excluded, and shall be warranted on a sale by sale basis, as further described on the sales quotation and agreed via purchase order. ALPHA SOURCE must be notified in writing of a warranty claim within the set warranty period in order to receive warranty credit. The warranty part must be returned within ten (10) days of this notification. The Exchange/Returns Survey, included in the product shipment, must be filled out with details describing the failure of the part(s). If the sale was on an exchange basis, then the original exchange part is still required. Failure to return warranty parts may result in additional billing at the discretion of ALPHA SOURCE. Failure to remit payment in a timely manner to ALPHA SOURCE may void all warranties, at the discretion of ALPHA SOURCE. The ALPHA SOURCE standard warranty shall not cover damage caused by misuse or abuse, fire, water, building collapse, power failure or fluctuations, vandalism, riot, air conditioning failure, or "acts of god" (i.e. tornado, hurricane, earthquake, etc.). If a part or product is not installed by ALPHA SOURCE or covered by a ALPHA SOURCE Service Agreement, any damage resulting from faulty installation or service, as determined in the sole discretion of ALPHA SOURCE, or any other damage caused by actions contrary to the advice of ALPHA SOURCE, shall not be covered by warranty.

GOOD PARTS/RETURN CREDITS/RESTOCK FEES: The following rates apply if the part is returned in the same condition in which it was sent, in the sole discretion of ALPHA SOURCE. If the part is returned and found to be defective or tampered with, then return credit will not apply. Restock rates vary, based on the following conditions:

- 1) Part(s) returned *unopened*, meaning that the ALPHA SOURCE seal, or part(s) seal, has not been broken: Returned within 10 days: 85% return credit (15% restock fee);
Returned 11 to 30 days: 80% return credit (20% restock fee).
- 2) Part(s) returned *opened*, meaning that the ALPHA SOURCE seal, or part(s) seal has been broken: Returned within 10 days: 80% return credit (20% restock fee);
Returned 11 to 30 days: 75% return credit (25% restock fee).

Any parts returned 31-60 days will qualify for 50% return credit (50% restock fee). Items returned after 60 days do not qualify for return credit.

DOA PARTS: DOA (Dead on Arrival) parts must be reported within three (3) days of receiving the part(s). Damage in shipping must be noted on the delivery ticket. The part must be received at ALPHA SOURCE within 10 days of receipt of the part, or sooner, if requested. The reference numbers (waybill & invoice/packing list) must appear on the box or be with the shipment. The part must be received unaltered. Parts that are tampered with will not be credited. The Exchange/Returns Survey must be filled out with details describing the failure of the part(s) in order to be eligible for full credit.

EXCHANGE PARTS: If your transaction with ALPHA SOURCE was made on an exchange basis, then a comparable exchange part is required. To qualify as a "comparable" part, it must be complete and of the same part number, unless otherwise approved by a ALPHA SOURCE representative. All exchange parts are subject to review, and additional billing may occur for parts that do not meet the set criteria. *This exchange part must be received at ALPHA SOURCE within 21 days, or an outright price will be billed/charged.* By default and unless otherwise noted, this outright price is OEM outright list price plus 20%, charged in addition to the exchange price.

PROCEDURES FOR RETURNS: All Exchanges and Returns should be sent to ALPHA SOURCE. All returns are to be packed properly and insured. Shipping and insurance costs are the responsibility of the customer except in the case of DOA parts. The customer is responsible for all insurance claims on return or exchange parts that are damaged in shipping. If Customer chooses not to insure and damage occurs during shipment, then warranty credit or replacements may not be issued. Special crates or packages must be returned to avoid additional charges.

CREDITS: All credits received will be applied to the customer's account unless otherwise requested. If an unpaid balance exists on the account, any credits received will be applied as payment towards this balance. If the above conditions are not met, then credit may not be issued or may be delayed.

BILLING: The Customer shall provide a Purchase Order or pay the full amount of each invoice in advance of sale, unless otherwise notified in writing of payment terms by ALPHA SOURCE. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be one and one-half percent (1.5%) per month of the Customer's outstanding past due balance after deducting current payments and credits. Such service charges shall become part of the Customer's outstanding balance. The Customer warrants that it will use all goods purchased and rented under this account for business purposes and that the Customer is not a consumer as defined by all applicable federal or state usury law. However, if the Customer is a consumer, the interest rate is automatically reduced to the highest rate allowed by applicable law. Additional billing invoices will be issued if an exchange, DOA, or otherwise returnable part is not received per agreed upon terms and at the discretion of ALPHA SOURCE. ALPHA SOURCE reserves the right to charge any credit card on file to fulfill payment of any past due billing invoices. At least one notification will be sent before any credit card is charged.

OWNERSHIP OF PART. Title of any part sold hereunder shall not pass until payment is made in full to ALPHA SOURCE.

WARRANTY DISCLAIMER. UNLESS SPECIFICALLY STATED HEREIN, ALPHA SOURCE MAKES NO WARRANTIES HEREUNDER, AND ALPHA SOURCE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. ALPHA SOURCE SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF ALPHA SOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SANCTIONED COUNTRIES. Customer affirms and warrants that no part or product purchased from ALPHA SOURCE will be sent, whether directly or indirectly, to a country or region currently under economic sanction regulations by the United States government, unless the appropriate export licenses have been obtained and copies of such licenses submitted to and verified by ALPHA SOURCE.

OTHER: If the Customer fails to pay pursuant to the terms of this Agreement and ALPHA SOURCE elects to take legal action to collect this account, the Customer shall pay all costs incurred by ALPHA SOURCE including, but not limited to, attorney's fees, court costs, expert witness fees, sheriff's fees, special process server fees and bond costs. The Customer assigns to ALPHA SOURCE as security for any indebtedness, incurred or to be incurred to ALPHA SOURCE, all of its existing or hereinafter acquired: accounts receivable, equipment, and inventory. The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Agreement, or be considered a condition precedent or subsequent to the enforcement of this agreement. These terms are current as of the revision date and may be changed at any time without notice.