



NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

April 14, 2022

Amber George, Administrator
ageorge@cpicteam.com

No Review

Record #: 3879
Date of Request: April 7, 2022
Business Name: Pinnacle Health Services of North Carolina, LLC (dba Cardinal Points Imaging of the Carolinas)
Business #: 1432
Project Description: Acquire medical diagnostic equipment and develop an imaging center at the medical office located at 150 Wellesley Trade Lane in Cary
County: Wake

Dear Ms. George:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the project described above. Based on the CON law in effect on the date of this response to your request, the project as described is not governed by, and therefore, does not currently require a certificate of need. If the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office.

Please do not hesitate to contact this office if you have any questions.

Sincerely,

[Handwritten signature of Michael J. McKillip]

Michael J. McKillip
Project Analyst

[Handwritten signature of Micheala Mitchell]

Micheala Mitchell
Chief

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION
HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704
https://info.ncdhhs.gov/dhsr/ • TEL: 919-855-3873



April 7, 2022

Ms. Micheala Mitchell  
Chief, Healthcare Planning and Certificate of Need Section  
Division of Health Service Regulation  
809 Ruggles Drive  
Raleigh, NC 27603

RE: Request for No Review Determination for Acquisition of Imaging Equipment at  
Cardinal Points Imaging of the Carolinas Cary/ Wake County

Dear Ms. Mitchell:

Pinnacle Health Services of the Carolinas, LLC (doing business as Cardinal Points Imaging of the Carolinas or CPIC), intends to develop a new medical imaging clinic by acquiring and operating certain medical diagnostic equipment at an existing medical office building (MOB) located at 150 Wellesley Trade Lane in Cary. CPIC requests a determination that acquisition and operation of this equipment at this location does not constitute development of a "diagnostic center" pursuant to NCGS 131E-176(7)(a), and will not otherwise be subject to certificate of need (CON) review.

At this time, CPIC plans to install four diagnostic imaging modalities at the Cary MOB: 1) one pre-owned digital radiography/fluoroscopy (R/F) system, 2) one used mammography system, 3) one used ultrasound machine, and 4) one refurbished bone density scanner. For purposes of this request, CPIC has analyzed the cost of all the medical diagnostic equipment which individually costs more than \$10,000. As shown on the attached documentation, the combined total cost of acquiring the four items of medical diagnostic equipment is \$373,850 (\$199,900 + \$125,000 + \$17,000 + \$31,950). Including the Wake County 7.25% sales tax rate, the total combined cost of the medical diagnostic equipment is \$400,955 (\$373,850 + \$27,105).

CPIC is planning to upfit space within the existing MOB in order to accommodate this medical diagnostic equipment. The upfit space will be designed as a business occupancy solely for outpatient use. The spaces will house the R/F, mammography, ultrasound, and bone density rooms. As shown on the attached floorplan from CPIC's architect, the equipment rooms associated with these four diagnostic imaging modalities represent approximately 2,504 square feet, with an upfit cost of \$498,732, including lead line and Unistrut support for the R/F room. The line drawing portrays the labeled medical diagnostic equipment rooms within the medical clinic spaces. Please note that the line drawing also portrays spaces for future additional imaging modalities (CT scanner and second mammography unit) that are not yet contemplated.

The total cost for making the medical diagnostic equipment operational at CPIC Cary is \$899,687 (\$400,955 + \$498,732). NCGS 131E-176(7)(a) states "*Diagnostic center*" means a freestanding facility, program, or provider, including but not limited to, physicians' offices, clinical laboratories, radiology centers, and mobile diagnostic programs, in which the total cost of all the medical diagnostic equipment utilized by the facility which cost ten thousand dollars (\$10,000) or more exceeds one million five hundred thousand dollars (\$1,500,000). In determining whether the medical diagnostic equipment in a diagnostic center costs more than one million five hundred thousand dollars (\$1,500,000), the costs of the equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the equipment shall be included. The capital expenditure for the equipment shall be deemed to be the fair market value of the equipment or the cost of the equipment, whichever is greater.

Based on the information provided in this letter, CPIC requests a determination from the Division of Health Service Regulation that acquisition and operation of this medical diagnostic equipment will not constitute the development of a "diagnostic center" at CPIC Cary pursuant to NCGS 131E-176(7)(a) and will not otherwise be subject to CON review.

I appreciate your attention to this matter. Please contact me at 919.332.3695 regarding any questions concerning this request.

Sincerely,

*Amber George*

Amber George  
Administrator

Attachments: Architect Line Drawing  
Equipment Cost Documentation



**PNP**

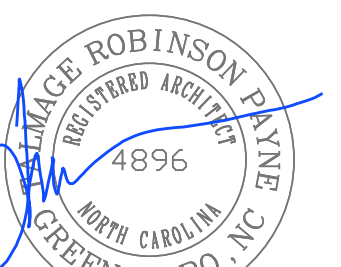
Design Group

111 Paisley Street  
Greensboro, NC 27401

(336) 378-1812

www.pnpdesigngroup.com

This drawing is the property of PNP Design Group and is not to be used in part or whole without the written consent of PNP Design Group.



9/24/21

**Cardinal Points Imaging  
Cary Upfit**

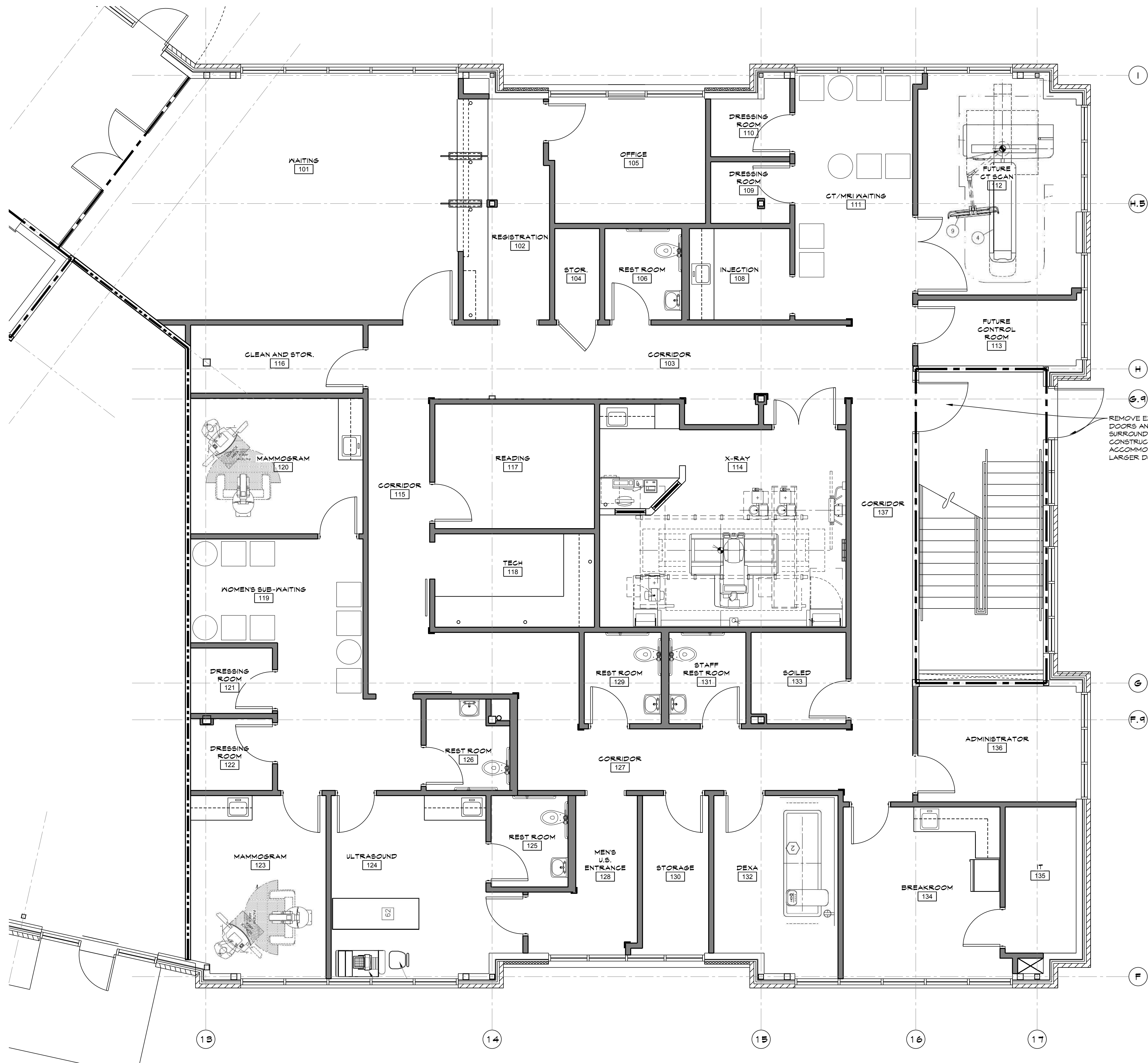
150 Wellesley Trade Lane  
Cary, North Carolina

Mk	Date	Description

**FURNITURE &  
EQUIPMENT  
PLAN**

Date: SEPT. 24, 2021  
Drawn: --- Check: ---  
Sheet:

**A9.1**



REMOVE EXISTING  
DOORS AND  
SURROUNDING  
CONSTRUCTION  
ACCOMMODATE  
LARGER DOOR

**2 FURNITURE & EQUIPMENT PLAN**  
SCALE: 1/4"=1'-0"



Radon Medical, LLC

384 Peachoid Road Phone: (864) 487-0450  
Gaffney, SC 29341 Fax: (864) 487-9955  
<http://radonmedicalimaging.com/>

Date 11/8/2021

Quote Number 00003345

Expiration Date 2/8/2022

Address Information

Bill To Name Cardinal Points Imaging of the Carolinas  
Bill To 1212 Cedarhurst Dr  
Raleigh, NC 27609  
United States

Ship To Name Cardinal Points Imaging of the Carolinas  
Ship To 1212 Cedarhurst Dr  
Raleigh, NC 27609  
United States

Quote Line Items

Quantity	Product Code	Product	Line Item Description	Price
1.00	Pre-owned	Pre-owned Siemens Axiom Luminos TF R/F System		\$199,900.00
1.00	Pre-Owned DXA	GE Lunar Bone Densitometer Prodigy Advance		\$36,995.00
1.00	AH - 710CW	Canon CXDI-710C Wireless Digital Detector		
1.00	CNTRLSTN-WRU	Wireless Room Upgrade Control Station Bundle		
1.00	VCOMP-RM/UPG-WLS	Room Component Bundle for Canon CXDI- Wireless Digital Detector		
1.00	CCTP	C CushionsTable Pad 1" x 21" x 80"		
1.00	APPLICATIONS2DAY	Applications Training - 2 consecutive days		
1.00	Protection Plus	Protection Plus	12 Months of Protection Plus Included	
1.00	1 Year Warranty (GWI)	1 Year Warranty (Parts & Labor)		

Totals

Prices quoted do not include shipping, applicable sales tax, or installation cost (unless noted)

Grand Total

\$236,895.00

Sales Contact: Kristen Johnson  
Email: [kjohnson@radonmed.com](mailto:kjohnson@radonmed.com)  
PH: 919-353-8423

For any questions or concerns please do not hesitate to contact us at (864) 487- 0450.

**NOTE:** Please provide Tax Exempt Certificate if applicable. Otherwise, applicable sales tax will be included on the payment invoice.

Payment Terms: 70% down with order 30% upon install. Net 30 days

Any pre-owned equipment quoted is subject to the availability of equipment.

All glassware, as applicable, will be prorated over the life of the warranty.

**Signature on the last page of this document verifies acceptance of the quoted Equipment and/or Services agreement with all**

applicable terms and conditions.

Product Code	Detailed Product Description
Pre-owned	<p>Pre-owned Siemens Axiom Luminos TF R/F System</p> <p>RF Features:</p> <ul style="list-style-type: none"> <li>* Polydoros SX 80kW Generator</li> <li>* Luminos TF R/F Table System 90 degree/30 degree</li> <li>* Sirecon 40cm (15.7") II- 4 HDR Image Intensifier</li> <li>* OPTITOP 150/40/80HC-100 Under table X-Ray Tube</li> <li>* 3D-TOP Ceiling Mounted Tube Crane with collimator</li> <li>* OPTITOP 150/40/80HC-100 X-Ray Tube for 3D-TOP</li> <li>* Vertex Pro Wall Bucky (Rt. Hand Load)</li> <li>* Fluorospot Digital Imaging System</li> <li>* VideoMed DHC 2 TV Camera</li> <li>* Table has 500lbs with movement and 600lbs without movement</li> <li>* Pulse Fluoroscopy license added to R&amp;F system</li> </ul>
Pre-Owned DXA	<p>Previously Owned DXA GE Lunar Bone Densitometer Prodigy Advance</p> <p>Full Size 8' Bed SID DF+350483 Encore Software Version 13.6 running on a WIN 7 PC</p> <p>Standard features included:</p> <ul style="list-style-type: none"> <li>AHA</li> <li>AP Spine</li> <li>APVA</li> <li>Body Composition</li> <li>DICOM</li> <li>Dual Femur</li> <li>Femur</li> <li>Forearm</li> <li>FRAX</li> <li>Lateral Spine</li> <li>LVA</li> <li>Non Seated Forearm</li> </ul>

One Scan  
One Vision  
Physician Reports  
Practice Management Tools  
ScanCheck  
Teledensitometry  
Total Body

#### Canon CXDI-710C Wireless Digital Detector

Canon CXDI-710C Wireless Digital Radiography System is an advanced wireless digital radiographic device for a broad range of radiographic applications, including trauma, ICU and bedside imaging. The shape of the detector, which is identical to that of a conventional film cassette complying with ISO4090, enables digital radiography in the existing analog radiography configuration. The sensor with 125µm pixel pitch and CsI (Cesium Iodide) used for the scintillator produces high-resolution (approx. 9.5 MP) digital images within the effective imaging area (350 x 426 mm). The Canon CXDI-710C Wireless Digital Detector is lightweight, using new CFRP construction, weighing approximately 5.07 lbs (2.3kg) including battery pack and measures 14 in. x 17 in.

AH - 710CW

In X-Ray Auto Detection mode, the CXDI-710C Wireless DR System can detect X-Rays at exposure and acquire images automatically, without the use of a typical generator interface.

It features even further weight reduction over previous detectors in the Canon CXDI series and delivers greater operability than similar existing products as a result of improved water resistance (equivalent to IPX7) and the addition of new features (Standalone Mode and a READY switch). The CXDI-710C Wireless Digital Detector includes built in shock detection function which detects the shock applied to the detector unit and also the free fall of the detector unit. The data saved in the detector is transferred to the PC, can be output to .csv file and used for analysis.

Includes: 2 - Battery Packs

#### Control Station for Canon Control Software NE

##### PC Specifications:

Intel i7 Quad Core CPU  
8 GB High Speed RAM  
250GB SSD Hard drive  
DVD/RW Burner (SATA)  
Microsoft Windows 10 Professional 64-Bit Operating System  
Optical Mouse  
Full Size Keyboard

24" Medical Grade Touchscreen LCD Monitor

Canon X-Ray Interface Unit

Canon Battery Charging Unit

- Charges two batteries at once
- Quick charging, full recharge in <3 Hours from zero
- Indicator lights for when battery is charging and fully charged

Canon Control Software NE

Control Software NE Features:

##### System Startup & Quality Assurance

- Standard Mode: No log-in required
- Secure Mode: Operator log-in/password required (user authentication); autotime-out with log-in to last screen viewed
- Warm-up time: None
- Battery/Wi-Fi Monitor: Software to allow wi-fi strength monitor and battery monitor for CXDI- Wireless configurations.
- Calibration Routine: Included; required once per year; configurable on-screen reminder message
- Display QA: SMPTE pattern included

Image Acquisition

CNTRLSTN-WRU

- Programming: Unlimited anatomically programmed acquisition settings; usercustomizable to include annotation, orientation, patient demographics display location, and pre-selected basic and enhancement processing
- Reject/Retake: Reject, Retake, Un-Reject; Reject reason labeling with free orpre-set annotation; Reject log (.csv monthly file accessible to system administrator for rolling 12 months)
- Grid Suppression: Software-based grid suppression
- Protocol Pre-Pack: Allows for multiple APR views to be associated into one APRfor easy grouping of views within a study.
- Auto-Stitch (v1.2): Multiple images can be stitched together within the software.

#### Image Processing

- Basic Processing: Histogram analysis by automatic fixed region ROI or useradjustable ROI; grayscale conversion; adjustable brightness and contrast; 6 pre-set contrast enhancement curves; collimation edge detection and (black) masking with adjustable standoff; trim positioning and adjustment
- MTF Improvement: Preset and user-selectable/adjustable anatomical region-basedfilters, intensity levels
- Standard Processing: Preset and user-selectable/adjustable DEP (dynamic rangeadjustment), edge enhancement, noise reduction
- Preset and adjustable multi-frequency dynamic range adjustment; global edgeenhancement
- Preset and user-selectable/adjustable dynamic range adjustment; noise reduction,local edge enhancement
- Security advancements allow for only select users to access full image processingprotocols.

#### Data Output and Network Connection

- DICOM Print Format: Multi-format, user selectable pre-exposure and post-exposureformatting; selectable printing method (fixed ratio, life size, reduction, fit to film); queue viewable with priority and cancel capabilities; up to 2 DICOM printers may be specified at any one time, up to 4 DICOM printers may be configured - Study transmission: Selectable modes - after each image, after study end, post-study retrieval with resend individual or all image capabilities; queue viewable with priority and cancel capabilities; up to 2 storage devices may be specified at any one time, up to 4 storage devices may be configured
- CD Archive: Available as network selectable storage device with DICOMDIR (hardware not included)
- Network: Ethernet 10/100/1000 Base T, RJ45 standard
- Data Output: DX; DICOM 3.0 compliant, Print Management Service Class (SCU),Storage Service Class (SCU) and others
- IHE Profiles: Basic Security Profile option - User Authentication, Audit Log, TimeSynchronization, Node Authentication

DICOM Modality Worklist for Canon CXDI Digital Radiography systems is a communications module for acquiring patient information and exam requirements from the HIS / RIS. The following features are available in this module:

#### Study Information Acquisition

- Study is configurable to include a wide variety of patient information such as name,sex, birth date, age, patient ID, accession number(s), referring physician, etc. - Find Mode is available and conforms to Modality Worklist SOP Class (MWL). - Patient information can be entered manually if the patient does not appear on the worklist.
- When used with a portable imaging unit, the worklist can be downloaded and storedin the control computer eliminating the need for network access at the patient's bedside. A barcode reader (not included) can be used to find and select the patient from the worklist.

#### Study Status Notification

- Supports Modality Performed Procedure Step SOP Class (PPS) with in progress,completed, or discontinued messages.
- PPS is available for both suite and portable imaging- Multi-accession imaging

#### Imaging Modes

- Manual imaging mode allows the user to individually select each view to be acquired
- Program imaging mode uses the study information sent by the HIS / RIS topre-configure the exam(s) to be performed
- Images can be acquired in any order
- Additional views can added at any point in the exam
- The study can be ended without completing all views
- 100 views can be acquired for a single patient
- Exams and views can be customized to meet the needs of the facility \* Requires Program Imaging Mode Set Up



	and Implementation Fee  Optional DICOM tags can be defined, displayed, printed, and transmitted to PACS.  Pregnancy Status can be received from HIS / RIS and an alert displayed to inform the user of the pregnancy status.  Storage Commit function is available.
VCOMP-RM/UPG-WLS	Bundle Package Includes: - Wireless Access Point - Power Injector for Wireless Access Point - Infrared Check-In Unit - Gigabit Ethernet Switch - Wall Holder for Canon CXDI-701C/710C and Grid - (1) Uninterruptible Power Supply
CCTP	C CushionsTable Pad 1" x 21" x 80"
APPLICATIONS2DAY	Applications Training - 2 consecutive days on-site Normal Business Hours. Non-Holiday
Protection Plus	Protection plus Covers panel for accidental damage which includes repairs. Does not cover the batteries or charger. \$5,000 per event deductible required. - Does not cover abuse, misuse, tampering, or Acts of God
1 Year Warranty (GWI)	1 year parts and labor warranty, starting with first clinical use, during the hours of 8 AM to 5 PM Monday through Friday. Non-Holidays. Non-warranty after hour calls will be billed at time and one-half. (Glassware Included)



## 1. THIS ADDENDUM.

(a) **SUPERSEDING EFFECT.** This Addendum is attached to and incorporated into the quotation (collectively the "Quotation") issued by Radon Medical Imaging Corporation-WV or Radon Medical, LLC (hereafter the applicable entity is referred to herein as Radon and/or "Company") to its customer ("Customer"). The Quotation (as modified by this Addendum) supersedes all previous bids, quotations, offers and dealings with respect to the services and/or equipment (collectively "the Products") set forth herein. The Quotation may be withdrawn by Radon at any time without notice and shall not bind Radon until signed by Customer and by an authorized representative of Radon.

(b) **NO COUNTEROFFERS.** Acceptance of this Quotation is expressly limited to its terms and conditions. Any additional or different terms or conditions contained in Customer's order or response hereto shall be of no force or effect and shall not be binding upon Radon.

(c) **RETURN OF GOODS.** All items are sold without return privileges. Returns may be granted in the sole and absolute discretion of Company and returns require Company's prior written authorization. Except where items were damaged in transit, Company approved returns must be in clean factory packaging. All returns must be made by prepaid transportation unless otherwise specified by Company. Whole or partial credit for authorized returns will be based on the price listed on the original invoice.

## 2. SHIPMENT, DELIVERY, TESTING, AND ACCEPTANCE.

(a) **DELIVERY INSTALLMENTS.** Radon reserves the right to deliver the Products in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery dates are approximate. If Customer requests a later delivery date, Radon may, at its option, deliver the products to a storage facility designated by Customer or, if Customer fails to designate a storage facility, to a storage facility designated by Radon, at Customer's sole expense and risk. At the time of such delivery to the designated storage facility, the Customer will immediately pay Radon all sums which would otherwise be due upon Acceptance as set forth in 2(e) below.

(b) **DELAYS IN SHIPMENT, DELIVERY, AND ACCEPTANCE.** Shipping, delivery and acceptance dates are estimated on the basis of prompt receipt of all necessary information and items from Customer. Should delivery or installation be delayed, in whole or in part, for any reason beyond Radon's control, Radon's time for performance shall be extended by the duration of the delaying cause. Radon shall not be responsible for nonperformance or delay in performance resulting from any cause or causes beyond its reasonable control, including without limitation the unavailability of materials or labor required for manufacture, assembly and installation, labor disputes, *force majeure*, and acts or omissions of governmental authorities. Radon shall not be liable for any damages or economic losses attributable to any such failures or delays. Customer shall have no right to cancel or rescind its order if the reason for the delay is solely limited to an excusable delay as defined in this section 2.b. and Customer and Radon shall cooperate with each other to minimize any adverse impact to Customer and/or Radon that results from such excusable delay.

(c) **TRANSPORTATION.** All shipments will be made F.O.B. shipping point by the method Company deems most advantageous. Transportation charges will be collected, or, if prepaid, will be invoiced to Customers and are not included in the prices shown on the Quotation. If the shipment is made at Customer's request via a method and/or carrier other than that which would normally be used, such shipments will be made F.O.B. shipping point. Title to the Product shall pass upon delivery to the Customer's Location or its designated storage facility.

(d) **SHIPMENT DISCREPANCIES.** Any errors in any shipment or requests for adjustments on concealed shortages involving cartons received

intact must be reported to the Company within five (5) working days of receipt of the shipment.

(e) ACCEPTANCE. Unless otherwise set forth in this Quotation customer shall be deemed to have accepted the Products on the earlier of: (i) if Radon installs the Products, 5 days after Radon notifies Customer that it has completed installation and the Products is operating substantially in accordance with OEM published performance specifications; (ii) if Radon does not install the Products, 5 days after delivery of the Products to Customer; or (iii) the date Customer first uses the Products.

### 3. INSTALLATION AND SITE PREPARATION.

(a) BY RADON MEDICAL IMAGING. If the Quotation requires installation by Radon, Company shall during regular working hours install the Products and connect the Products to safety switches and power outlets provided by Customer. If the Quotation includes installation, such installation will include on-site configuration of the installed Products and integration as per Radon (or the OEM Radon is a dealer/reseller for) published specifications and testing.

(b) BY CUSTOMER OR OTHERS. If the Quotation specifies that Customer will make its own installation of the Products, then the Customer shall be solely responsible for such installation, configuration, integration and testing and the subsequent operation of the Products. The customer must follow all Radon/OEM published guidelines and requirements for equipment/system installation and installation must be performed by qualified individuals qualified per Radon/OEM standards to do so. Failure to follow the above will void equipment warranty should problems occur.

(c) CONDITION OF PREMISES. In any event, the Customer shall provide free access to the installation site and suitable and safe space thereon for storage of the Products before installation. Radon assumes no responsibility for the fitness or adequacy of the premises, or for any damage or claim arising out of the condition of such premises. Regardless of who is installing the Products, the Customer shall provide all the items set forth in Section 16 below.

### 4. RELOCATION OF PRODUCTS.

The customer must notify Radon prior to any relocation of Products. Failure to notify Radon (i) may be a violation of applicable software licenses applicable to Products; and (ii) unless such relocation is approved in writing by Radon, shall terminate all warranties of Radon and/or OEM.

[www.radonmedicalimaging.com](http://www.radonmedicalimaging.com)



### 5. SOFTWARE.

(a) The Products include certain components of software ("Software") that is either being sold or sub-licensed by the owner of the Software through Radon or is being separately licensed to Customer by the owner of the Software. Customer shall at all times comply with the terms of the license agreement for any Software. Radon shall have no liability or responsibility to provide, install, or configure any subsequent versions, updates, maintenance, releases, or other modifications or improvements to Software provided by the Software manufacturer.

All references to "**Software**" throughout this Quotation shall mean the computer software in digitally encoded machine readable "object code" form for which Customer has been granted a license pursuant to this Quotation. The term "**Documentation**" shall mean the Company's user guides or manuals for use of the Software and the documentation, if any, expressly listed elsewhere in this Quotation. For purposes of this Quotation the Products and the Software are collectively referred to as the "**System**."

#### (b) SOFTWARE LICENSE:

Subject to the terms and conditions of this Quotation, Customer is granted a non-transferable, non-exclusive, perpetual license ("**License**") to use the Software as delivered to Customer only on the Equipment at the locations (the "**Locations**") where initially installed. Customer may permit the Software to be used at the Locations for the benefit of, or by, physicians and radiologists who are not employees of Customer and for the benefit of health care clinics, physician groups and other similar entities to be used by such individuals and entities; provided that in all such cases: (i) the use is only to the extent necessary to ensure that such individuals and entities may properly perform their professional medical responsibilities to patients; (ii) Customer ensures that such non-Customer personnel comply with the terms of this Quotation with respect to maintaining confidentiality and non-disclosure of the Software; and (iii) Customer ensures that such non-Customer personnel have been trained in the operation of the Software. Any demonstration Software provided to Customer by Company and/or Owner at no charge ("Demonstration Software") shall be subject to this Quotation, however, such Demonstration Software shall not be utilized by Customer for clinical use, or for more than 60 days, and in no event beyond Customer's first clinical use of the System.

(c) TERMINATION OF LICENSE: Company may terminate the License granted under this Quotation if Customer: (1) fails to perform any material obligation under this Quotation which is not cured within thirty (30) days after written notice of default from Company; (2) breaches any obligation under this Quotation involving Customer's license to the Software or involving the proprietary rights of Company and/or Owner; (3) ceases to do business as a going concern; or (4) has its assets assigned by law.

(d) USE RESTRICTIONS; COPYRIGHT: Customer shall not, and shall not allow or permit its employees, representatives or agents to: (i) sell, assign, lease, sublicense, transfer or disclose to any third party, or allow any third party to use, the Software or the Documentation, or (ii) copy or otherwise reproduce the Software (or any portion thereof) except as necessary for Customer's use, testing, backup and archival of the Software in accordance with the terms and conditions of this Quotation.

#### (e) CUSTOMER SOFTWARE MODIFICATIONS:

If Customer causes changes to be made to the Equipment, Software or Documentation without the prior written consent of Company and/or OEM Company represents, Customer shall indemnify and hold Company and the OEM Company harmless against damages, costs and expenses (including, without limitation, reasonable attorney's fees and costs of suit) resulting from the defense and settlement of any claim by a third party.

## 6. PAYMENTS.

(a) TIME OF PAYMENT. Upon acceptance of the Quotation, the Customer shall pay to Radon the down payment and subsequent payments at the intervals indicated in the Quotation. The customer shall pay any final balance of the purchase price for the Products upon Acceptance of the Products.

(b) SALES AND EXCISE TAXES. Customer shall be solely responsible for and shall pay to Radon all sales, use, excise, and occupation taxes, and similar taxes, which may be due to any state or other political subdivision in respect of the sale of the Products. If tax exempt, the Customer is responsible for providing Radon with a tax-exempt certificate.

(c) DEFAULT IN PAYMENT. Customer shall pay a finance charge of 1.5% per month, not to exceed the rate allowed by law, on any sums which are not paid by Customer when due. If Customer shall fail to pay any amount when due or shall otherwise default, Radon may, in addition to any other remedies Company may have in law or in equity, without notice to Customer, enter any premises in which the Products may be found and render it inoperable or remove it, and suspend, defer or cancel shipments and orders under this or any other Radon Quotation and/or suspend performance on any service agreement. Customer disputed sums/payments which are later mutually agreed to be valid and owed to Radon or found by a mutually approved and/or legal authority to be valid and owed to Radon will be treated as afore-described.

(d) SECURITY INTEREST. Customer grants to Radon a security interest in the Products to secure payment of all sums due hereunder, and shall, as Radon may from time to time reasonably request, deliver such promissory notes, security agreements, financing statements, leases and rental agreements covering the Products as requested by Radon to evidence and secure Customer's obligations. Customer hereby grants to Radon an irrevocable power of attorney to execute and file such instruments or documents on behalf of Customer, for purposes of protecting Radon's security interest. Company or its representative may enter upon Customer's premises at any reasonable time upon consent of Customer to inspect the Products and the Software until the payments due under this Agreement have been paid in full. The Products remain personal property, even if attached to realty or other property, until all amounts due to Company under this Agreement have been paid in full.

[www.radonmedicalimaging.com](http://www.radonmedicalimaging.com)



If Customer fails to make payments when due, Company may take possession of the Products and the Software and Customer shall pay 5% per month of the aggregate payments due under this Quotation from the date of delivery of such Products and Software. Company may apply any payments previously made to this charge and retain any balance as liquidated damages.

## 7. RISK OF LOSS:

Risk of loss or damage to the Products, shall pass to Customer upon delivery of the Products to the Customer's location or storage area.

## 8. WARRANTY AND LIMITATION THEREON; CUSTOMER RESPONSIBILITIES; DAMAGES LIMITATIONS.

(a) HARDWARE WARRANTY. Radon only warrants to Customer, as set forth in the Quotation, that hardware components of Products shall be free from defects in material and workmanship under normal use and service and shall be fit for the ordinary use for which designed if operated by a trained and competent operator and properly serviced and maintained. Radon's obligation under this warranty is limited to correction, without charge for parts or labor, of any defect which, is reported to Radon during the warranty period, and which Radon determines in the exercise of reasonable judgment impairs the ordinary use of the Products.

(b) OEM WARRANTY. The Original Equipment Manufacturer ("OEM") determines the start date of hardware, software, licenses, etc. that may carry a warranty as described in the Quotation. Warranties that start from date the equipment is shipped to Radon carry a reasonable time for Radon to install and for Customer to accept the Product/Systems. Delays in installation beyond the original scheduled date which are determined to be the responsibility of the Customer will result in the Product/Systems warranty beginning while the Products/Systems are in storage (at Radon or a designated site). Radon will not be responsible for warranty starting prior to installation / acceptance or expired warranty resulting from delays or other circumstances outside of Radon's control.

(c) WARRANTY SERVICE. RADON'S SOLE OBLIGATION IN RESPECT OF ANY WARRANTY CLAIM SHALL BE, AT RADON'S OPTION, TO REPAIR OR REPLACE THE PRODUCTS DURING RADON'S NORMAL WORKING HOURS, SO AS TO PLACE THE PRODUCTS IN GOOD WORKING CONDITION. When Customer calls for warranty service and demands same day service, Radon will reasonably attempt to provide such service within normal working hours. If Radon is not able to accomplish such work within normal working hours, Customer will be charged for the overtime hours in accordance with Radon's standard policy on overtime rates. Radon will not cover any loss, damage or expense relating to the following: (i) any equipment or Software other than the Products identified in the Quotation; (ii) the replacement of any disposable, consumable, or supply items; (iii) any service or repair necessitated as a result of: (A) a change of design, specification or instruction provided by Customer or its representative; (B) Customer's failure to fulfill any of its obligations or responsibilities hereunder; (C) the failure of anyone other than Radon or its service contractor to comply with written instructions, manuals, or recommendations that Radon provides to Customer.

(d) CUSTOMER RESPONSIBILITIES. Radon's warranties shall terminate if Customer: (i) fails to notify Radon in a timely manner that any unusual operating peculiarity appears; (ii) fails to operate the Products in a safe and competent manner and in compliance with operation manuals provided with the Products; (iii) fails to regularly and properly service and maintain the Product; (iv) combines of any component of the installed Products with any other equipment or software that is incompatible with the Products; (v) alters or improperly stores, handles, uses or fails to maintain any part of the Products; (vi) has design or manufacturing defects in any item of a third party; or (vii) needs any repair, service or replacement necessitated as a result of: (A) relocation of the Product; (B) external source power supply, (C) failure to maintain proper environmental conditions; (D) neglect, abuse, misuse or failure to follow operating instructions; or (E) casualty of any nature.

(e) LIMITATION OF LIABILITY -- EXCLUSION OF IMPLIED WARRANTIES. The warranties in this Section are expressly in lieu of any other

warranties, express or implied, including any implied warranty of merchantability or fitness for particular purpose.

(f) CONSEQUENTIAL AND OTHER LOSS OR DAMAGE. IN NO EVENT SHALL RADON BE LIABLE, BY REASON OF ANY TORT, BREACH OF CONTRACT OR WARRANTY, OR OF ANY ACT OR OMISSION ON ITS PART RELATING DIRECTLY OR INDIRECTLY TO THE SALE OR INSTALLATION OF THE PRODUCTS, FOR PROSPECTIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES, ECONOMIC LOSS, LOSS OF PROFITS OR DAMAGES RESULTING FROM LOSS OF USE OF THE PRODUCTS, EVEN IF RADON IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL RADON'S LIABILITY TO CUSTOMER (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THE TRANSACTION CONTEMPLATED BY THE QUOTATION EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO RADON PURSUANT TO THE QUOTATION.

**9. SERVICE CONTRACT.**

Radon shall have no liability or responsibility for providing maintenance, service, repair, replacement or otherwise to provide any services with respect to the Products following completion of installation, except for covered warranty work, unless Customer and Radon have entered into a separate service contract.

**10. CHANGES IN PRODUCTS.**

Radon and/or OEM for which Radon is a dealer/reseller may change the construction or design of the Products so long as the general function of the Products are not thereby altered. In the event such change occurs, Radon shall document any such change and provide a copy of such document to Customer setting forth the change and verification that the general function of the Products was not altered in any material way."

www.radonmedicalimaging.com



**SOFTWARE CHANGES:**

Improvements, modifications, alterations, derivative works and enhancements ("**Changes**") to any of the Equipment, Software or Documentation, including but not limited to those made by the Customer with authorization of Company and/or Owner, those made by Company and/or Owner at the request of the Customer, or those made by Company and/or Owner on behalf of Customer, shall be the sole and exclusive property of Company and/or Owner. Notwithstanding the foregoing, Customer remains solely responsible for any liability associated with Changes that were made without Company's and/or Owner's authorization.

**11. INDEMNIFICATION**

Each party agrees to indemnify the other from any and all claims, liability, loss, judgment, settlements, costs and expenses for injury or death of any person, or injury to any property, resulting from any negligent or willful act or omission of the indemnifying party, its agents, employees, servants, students, staff members, contractors with respect to obligations assumed under this Agreement.

**12. NOTICES.**

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed to be given as of the day such notice or request is deposited in the U.S. Mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

COMPANY: Radon Medical Imaging  
384 Peachoid Road  
Gaffney, SC 29341

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

**13. ENTIRE AGREEMENT.** This Quotation constitutes the entire and only agreement between the parties hereto, and any prior agreement, representation, affirmation of fact and course of prior dealings, promise or condition in connection herewith or usage of the trade not incorporated herein shall not be binding on either party. No assignment, waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of both parties.

**14. GOVERNING LAW; DISPUTES.** The law of the State where the product is installed, or the service is provided will govern any dispute between the parties. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Disputes (other than collection matters) arising under or relating to this Quotation will be submitted to the American Arbitration Association ("AAA") office located closest to the largest metropolitan area of the State where the product is installed or the service is provided for binding arbitration in accordance with the AAA's Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees. The arbitrator will have the authority to award damages only to the extent otherwise available under this Quotation.

**15. SUCCESSORS AND ASSIGNS.**

The terms, provision, covenants and conditions contained in this Agreement shall apply to

and inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors and assigns.

www.radonmedicalimaging.com



#### **16. CUSTOMER REQUIREMENTS FOR INSTALLATION.**

As part of the installation and operation of the System, Customer is responsible for all, but not limited to, the following:

1. As applicable to radiation producing equipment, submitting a Shielding design to the appropriate Federal, State, Local or other requiring Government Agency and getting approval for installation of equipment from said Agency.
2. Ensure that all Federal, State, Local or other requiring Government Agency requirements are met prior to and after installation of equipment, including but not limited to, shielding design and post installation radiation survey.
3. An employee from Radon will need to survey current installation site prior to scheduling of this job to ensure that appropriate power and electrical runs are available for equipment installation and all network requirements are met as required for system communication and remote service access purposes.
4. Radon will supply equipment layout and specifications upon request. Any deviation from Radon's specifications must be approved by Radon. Ensuring that the users of the System are advised and understand that the System is an aid in the practice of healthcare and is not a substitute for professional judgment.
5. Provide appropriate power and electrical runs for equipment.
6. Installing and maintaining any dedicated modems and phone lines necessary to support the Equipment and the Software.
7. Provide all network cables, drops, etc. for network communications required.
8. Have a network speed of at least 100Mbps on the segment that Company's server and client workstations will be connected to or a dedicated 10Mbps segment specific the System.
9. Providing and maintaining an appropriate network connection to any device supplied at the site by Company.
10. Installing and maintaining any "firewalls" and other security protocols and devices that are adequate to ensure that unauthorized third parties cannot access or manipulate data within the System. Customer will make every reasonable effort to prevent and correct any problems arising from such other equipment, software, hardware, firmware and interfaces or malicious activity by persons known or unknown. If Customer's System is accessed by unauthorized third parties, whether such access is internal or external, Customer is solely responsible for all costs of restoring Customer's network and the System, and for any data loss or corruption. Any service from Company required or requested in order to repair or restore the System will be charged to Customer at Company's then-current service rates.
11. Installing and maintaining *remote* connections, including communications necessary to support the System (equipment, software and all other related components) required for *remote* support and maintenance. If remote connections are not available at the site and system evaluation cannot be performed remotely, travel charges will occur at Radon's current rate if Radon is required to come on-site to trouble shoot or resolve a system problem.
12. The supervision, management and control of its use of the System, including but not limited to ensuring that proper controls are in place to validate data and results obtained through the use of the System.
13. Regularly backing up the System and archiving data as may be necessary to meet Customer's backup needs and to protect against unanticipated data loss. Customer is required to maintain and document these backup procedures and provide said documentation to Company's or Company's service contractor's Technical Support upon request.
14. Maintaining the site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a manner consistent with manufacturer's recommendations and documentation. Customer will maintain documentation of such site and environmental conditions where the System is located and provide such documentation to Company's or Company's service contractor's Technical Support upon request.
15. Assuring that, at all times, properly qualified and appropriately licensed personnel use the System in the manner specified by Company and

the manufacturer.

16. Assuming full responsibility for the safety and any consequence of lack of safety of the System in possession or control of the System

17. Appoint and have available a System Administrator during the entire installation process available for training, and thereafter, have a System Administrator designated who possesses the skills to properly conduct day-to-day administrative activities for the System.

18. Making domain and system administrative privileges available to Company's technicians (if applicable). If this is not possible, a Customer representative with such privileges must be available at all times during the installation, and thereafter if required by Company in order to service the System.

19. Making sure that all of the client workstations are communicating with the System's server;

20. Expediently communicating installation dates to any third party vendors whose cooperation is necessary to complete installation (for example, Broadband service providers, other related system vendors, etc.).

[www.radonmedicalimaging.com](http://www.radonmedicalimaging.com)

**RADON**  
MEDICAL IMAGING

21. Expediently communicating Company's Interface Specifications (e.g., standard HL7 Specifications) to any third party vendors whose cooperation is necessary to complete interface testing (for example, RIS vendors) and confirming said communications to the appropriate Company representative (typically the project manager) in a timely fashion.

22. Placing service calls and requests to Company when appropriate as specified by Company or the manufacturer's then-prevailing protocols.

23. Making the System available without restriction for service in accordance with a mutually acceptable service appointment schedule.

24. Proper electrical current for operation of the Products will be brought to the safety switches and outlets by Customer and the Customer will supply all of the necessary conduits, wiring, unistrut steel or similar supports in the ceiling and walls, plumbing, carpentry, construction work and rigging, and all other site preparation and installation accessories which may be required for making the installation.

25. If any certificates or other approvals of any governmental authority are required to be obtained for the installation, the same shall be procured by Customer at Customer's expense before the scheduled delivery date.

26. If trade unions prevent installation by Radon employees, Customer shall make all required arrangements with trade unions to permit completion of the installation, the additional cost of which shall be paid by Customer.

Radon is pleased to submit the above quotation for the Products. By signing this Quotation, you acknowledge and agree that you have read and understand, and agree to be bound by the prices quoted, all of the terms and conditions stated including without limitation, referenced addendums or attachments and further subject to final approval and acceptance by Radon on or prior to quotation expiration date.

**CUSTOMER**

---

**Authorized Customer Signature**

---

**Date of Acceptance**

**RADON**

---

**Authorized Radon Signature**

---

**Date of Acceptance**





# *Horizon Family Medicine, PA*

## **EQUIPMENT BILL OF SALE**

Let it be known that Cardinal Points Imaging (Hereinafter referred to as the "Buyer") agrees to purchase from Horizon Family Medicine, PA (Hereinafter referred to as the "Seller") for the price of \$ 17,000 (US Dollars) for the following item (Hereinafter referred to as the "Equipment"):

**Description:** Ultrasound machine with the following probes: P4-2 Cardiac transducer Serial #62117014, CH-5 Abdomen/OB/Pelvic transducer Serial #62019032, VF10-5 Small Parts/vascular transducer Serial #62117029, EC9-4 Endocavity Probe Serial #62422031

**Make:** Siemens                      **Model:** Acuson NX3                      **Year:** 2016

**Serial No.** Console Serial #500250

The date of the transfer of funds and the possession of the equipment shall occur on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Seller acknowledges that they have the full ownership rights and is legally allowed to sell the Equipment. In addition, the Seller is transferring the Equipment with no warranties and strictly in "as-is". At this time the Equipment is in operating condition.

**Signature of Buyer** \_\_\_\_\_ **Date** \_\_\_\_\_ **Print** \_\_\_\_\_

**Signature of Seller** \_\_\_\_\_ **Date** \_\_\_\_\_ **Print** \_\_\_\_\_



**iRad Sales Group**  
141 Peyer Court, Ste  
D  
Romeo, MI 48065  
**Phone:** 586-532-1142  
[www.iradsales.com](http://www.iradsales.com)

## EQUIPMENT SALES ORDER

**Quote #:** CMS-030362  
**Quote Valid:**

**Date:** March 17, 2022  
**Equipment Type:** Bone Density  
**Prepared By:** Tony Orlando  
**Cell:** (586) 945-4420  
**Email:** [torlando@completemedicalservices.com](mailto:torlando@completemedicalservices.com)

**Prepared For:** Kelly Firestine  
**Company:** Outpatient Imaging Affiliates  
**Address:** 840 Crescent Center Dr.  
Suite 200  
Franklin, TN 37067  
USA  
**Cell:** (615) 720-0941  
**Tel:** (615) 523-4285  
**Email:** [kfirestine@oiarad.com](mailto:kfirestine@oiarad.com)

QTY	Product Description	Unit Price	Total Price
1	GE Lunar Prodigy, Full-Size, Pre-Owned, Refurbished Features: AP Spine Femur LVA Lateral BMD Scan Check Composer Dual Femur OneScan FRAX DICOM Refurbished to Like New Condition. Highly Discounted price. 2016 Manufacture Date	\$29,500.00	\$29,500.00
1	Encore 16.1	\$0.00	\$0.00
1	Windows 7 Updated Computer Workstation, Monitor, Printer and Cart	\$0.00	\$0.00
1	In-service training We will cover patient positioning, daily QA, Encore software, printing reports, and equipment operation. Up to 6 hours of continuous, on-site training, for up to 3 technicians.	\$0.00	\$0.00
1	Installation Installation and calibration of DEXA by service engineer	\$0.00	\$0.00
1	Warranty, 12 month - GE Lunar DEXA 12-month parts and labor warranty (including the tube and detector)	\$0.00	\$0.00
1	Corescan Visceral Fat Software	\$0.00	\$0.00
		<b>Sales Tax</b>	
		<b>Shipping</b>	\$2,450.00
		<b>Crate</b>	
		<b>Total</b>	\$31,950.00

**Notes:** Applicable sales tax added to invoiced amount.

Initial\_\_\_\_\_



**iRad Sales Group**  
141 Peyerck Court, Ste  
D  
Romeo, MI 48065  
**Phone:** 586-532-1142  
[www.iradsales.com](http://www.iradsales.com)

Only one unit with 2016 manufacture date and these features.

<b>Payment Terms:</b>	- 70% Down Balance on Install
<b>Shipping Terms:</b>	Shipped by iRad
<b>Lease Option:</b>	-

**Approved By:**

Print Name: Perry Baker Signature Perry Baker Date: 3/22/2022

Soc# \_\_\_\_\_ Tax ID# \_\_\_\_\_

Received by IRAD SALES GROUP: x \_\_\_\_\_ Date: \_\_\_\_\_

Initial \_\_\_\_\_



**iRad Sales Group**  
141 Peyerk Court, Ste  
D  
Romeo, MI 48065  
**Phone:** 586-532-1142  
[www.iradsales.com](http://www.iradsales.com)

**The sale of equipment hereunder is subject to the following terms and conditions:**

1. **Payment.** All payments shall be made in accordance payment terms listed above.
2. **Taxes.** Prices do not include applicable sales, excise, use, value added or other taxes, duties or fees now in effect or hereafter levied which Seller may be required to pay or collect in connection with the sale of goods to the Buyer, and Buyer shall promptly pay all such taxes, duties and fees to Seller upon demand.
3. **Offer.** This offer is expressly limited to the terms hereof. The terms of this offer may not be modified or altered unless such modification is in writing, signed by Seller. Any additional or different terms purposed by Buyer are hereby rejected and will be of no effect upon Seller unless expressly agreed to in writing by authorized representative of Seller.
4. **Acceptance of Terms.** Buyer shall be deemed to have accepted the terms of this offer by signing below or by ordering the equipment from Seller.
5. **Title and Risk of Loss.** Unless otherwise specified, the equipment shall be delivered to Buyer F.O.B. shipping point. Title to goods shall pass to the Buyer upon delivery at the F.O.B. point. Unless otherwise stated on the invoice, all shipping costs shall be billed to Buyer.
6. **LIMITED WARRANTY.** Seller warrants to Buyer that for a period of thirty (30) days, unless otherwise specified in the product description, from the date of shipment of the equipment ("**Warranty Period**"), that such equipment will be free from material defects in material and workmanship.

**EXCEPT FOR THE FOREGOING LIMITED WARRANTY, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; or (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** For the avoidance of doubt, the limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the equipment instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, or other actions or events beyond Seller's reasonable control.

Products or components manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the equipment sold hereunder. Third Party Products are not covered by the warranty in this Section 6. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

The Seller shall not be liable for a breach of the warranty set forth in this Section 6 unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within three (3) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such equipment and Buyer (if requested to do so by Seller) returns such equipment to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the equipment is defective.

The Seller shall not be liable for a breach of the warranty set forth in this Section 6 if: (i) Buyer makes any further use of such equipment after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the equipment; or (iii) Buyer alters or repairs such equipment without the prior written consent of Seller.

Subject to this Section 6, with respect to any such equipment subject to a valid warranty claim (as determined in Seller's sole discretion) during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such equipment (or the defective part) or (ii) credit or refund the price of such equipment at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such equipment to Seller. **THE FOREGOING REMEDIES SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.**

7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.



**iRad Sales Group**  
141 Peyerck Court, Ste  
D  
Romeo, MI 48065  
**Phone:** 586-532-1142  
[www.iradsales.com](http://www.iradsales.com)

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT PAID TO SELLER FOR THE EQUIPMENT SOLD HEREUNDER.

8. **Governing Law.** The laws of the state of Michigan, without regard to conflicts of laws principles, shall govern the enforcement and interpretation of this agreement and all other issues concerning the sale contemplated herein. Buyer expressly consents to the jurisdiction of Michigan courts and further agrees that the exclusive venue for any matter relating to payment for the equipment shall be in the state courts for the State of Michigan located in Macomb County, Michigan, or the federal courts located in the Eastern District of Michigan.
9. **Order Approval.** All orders may be accepted and approved by IRAD SALES GROUP in its sole discretion. Customer will receive a signed and approved copy.
10. **Default.** If buyer fails to make timely payment of any amount due Seller, Seller may recover, in addition to the balance due of the purchase price, all of its incidental and consequential damages caused by Buyer's breach, including all fees paid to collection agencies, attorney's fees, and costs of collection, and costs of recovering the equipment.
11. **Entire Contract.** This Agreement constitutes the entire contract between Buyer and Seller concerning the subject matter hereof. No oral statement or prior written material not specifically mentioned herein shall be of any force or effect and no charge in addition to this Agreement shall be recognized unless evidenced by a written and executed agreement by Buyer and Seller.
12. **Legal Fees.** Seller is entitled to collect, from Buyer, all legal fees, court cost and collection expenses related to any breach of this contract.
13. **Expiration Period.** Upon acceptance of all terms and conditions in this contract, and signing below, Buyer has 30 days to remit full payment for the equipment described in this agreement.
14. **Embargoed Countries:** IRAD SALES GROUP does not sell equipment to embargoed countries per the requirements of the United States Federal Government. Buyer warrants that they will not ship goods to those countries. If IRAD SALES GROUP determines that the equipment is being shipped to an embargoed country, IRAD SALES GROUP reserves the right to cancel the order and refund any monies paid on the deal.
15. **Force Majeure.** IRAD SALES GROUP shall not be responsible for delays in delivery times due to acts of God (ex: weather), shipping delays and other unforeseen circumstances, including, without limitation those caused by pandemics, governmental orders, or natural disasters. IRAD SALES GROUP also reserves the right to delay installations if there is any concern in the functionality of any equipment not meeting OEM Specifications.
16. **Trade-Ins.** If IRAD SALES GROUP is accepting a trade-in of equipment with the purchase of new, Buyer hereby certifies to IRAD SALES GROUP that the equipment being traded in is free and clear of all liens and that clear title shall transfer to IRAD SALES GROUP upon deinstallation of equipment. Buyer of new equipment shall hold IRAD SALES GROUP harmless from any and all claims, liabilities or liens related to the traded in equipment.
17. **Corporate Compliance.** Both parties shall strive to uphold the highest standards of ethical conduct, including adherence to Stark, Anti-Kickback, or any other issues. Seller does not provide or recommend any guidance in relation to billing or compliance, Buyer shall be responsible for seeking legal counsel in relation to all issues.
18. **Assignment.** Buyer may not assign this agreement to any other party without the written consent of seller.
19. **Insurance.** Buyer shall obtain insurance to cover the equipment from the date of notification of shipment. A notification of shipment will be sent to the point of contact listed above. Buyer shall hold Seller harmless from and after the notification of shipment has been sent if the equipment is damaged in transit.