The Terms and Conditions detailed below, are applicable to various equipment being offered by TECMED PHARMA (PTY) LTD, hereafter being referred to as 'The Seller', to the Equipment Purchaser, hereafter referred to as 'The Purchaser'. The Equipment offered is detailed by the relevant product brochures, product catalogues, product data and other marketing documentation enclosed (where applicable).

1. TERMS AND CONDITIONS OF SALE

1.1. The Selling price is in South African Rand and is agreed to be reckoned as the net price including delivery and installation. The selling price is subject to the base rates of exchange indicated in our quotation documentation.

1.2. Rate of Exchange

1.2.1. Any variation between the disclosed rates of exchange and the rate of exchange applicable on date of payment by the Seller to the manufacturer will be to the Purchaser's account. A rate of exchange risk is applicable on all imported goods.

1.2.2. To cover the risk of increases in the rate of exchange, the Purchaser has the option to purchase Forward Cover. (See Addendum to quote forward cover). The cost of the Forward Cover will be invoiced to the Purchaser for payment on demand.

1.2.3. The Seller will purchase Forward Cover on the Purchaser's behalf only if requested to do so by the Purchaser.

1.2.4. The Purchaser shall request the Seller to purchase Forward Cover on its behalf by completing and signing the addendum to this agreement, and returning it to the Seller, together with this quotation.

1.2.5. If the Purchaser does not complete the aforementioned addendum, it is mutually understood that the Seller shall not purchase any Forward Cover on behalf of the Purchaser, and the Purchaser shall be liable for any fluctuation in the rate of exchange

1.3. Production by the manufacturer will only commence upon confirmation that finance has been granted to the Purchaser and is available and proof has been given to the Seller.

2. STATUTORY INCREASE

2.1. Any statutory increase on imports chargeable of whatsoever nature will be to the Purchaser's account and payable on demand.

2.2. It is recorded that no surcharge is included in the Purchase Price. Should a surcharge be applicable, the cost thereof will be to the Purchaser's account and will be invoiced as per Bill of Entry and shall be payable on demand.

3. FORCE MAJEURE

3.1. The Seller shall not be liable for any failure by it to perform any of its obligations under this agreement, should the failure be due to any cause beyond its reasonable control, including, but without being limited to any of the following:- sanctions, strikes, lock-outs or other industrial action, sabotage, terrorism, civil commotion, riot invasion, war, threat of or preparation of war,

fire, explosion, storm, flood, subsidence, epidemic or other natural physical disasters, impossibility of the effective and safe use of railways, shipping, aircraft, motor transport or other means of public or private transport, any act or policy of any State or Government or other authority having jurisdiction over either party.

3.2. Upon occurrence of any delay or operation of a force majeure, the provisions of this contract which are affected, shall be suspended for as long as the cause in question continues to operate, provided that if that cause has not ceased to hinder performance within six (6) months from when it arose, this contract may be terminated by either party by giving the other fourteen (14) days notice.

4. INSTALLATION

4.1. The cost of the installation of the equipment is included in the purchase price.

4.2. The purchaser will ensure that the installation site is prepared according to the specifications and requirements as directed by the Seller before commencement of the installation and commissioning.

4.3. The site preparation costs to prepare the site to the Sellers specifications will be for the account of the Purchaser, unless specifically agreed between the Seller and the Purchaser that the site preparation costs will form part of the Equipment contract price.

4.4. Should the Purchaser wish to modify any aspects related to the site preparation of the installation site, then the Purchaser will be required to inform the Seller in writing of the requested changes and Seller will provide a separate quotation for the intended additional work. A separate signed purchase order will be required by the Seller from the Purchaser before any additional work will be implemented. The additional agreed work shall be invoiced separately from the main contract price agreement.

4.5. The Purchaser will provide space at the installation site for the safe storage of installation tools and test devices.

4.6. The Purchaser shall, at its own costs, obtain all permits and licences required by South African Government Authorities for the installation and operation of the equipment as well as to meet all legal requirements set out by the Directorate of Radiation Control Board. The Seller will assist with details wherever required.

4.7. All installation work will be done during normal working hours, during the normal five day working week, unless otherwise varied in writing and agreed by the parties.

5. RISKS

The Purchaser accepts all responsibility for loss or damage to the goods from whatsoever cause immediately upon delivery to the contract site other than for damage caused by the workmanship of the Seller during installation. The Purchaser shall be responsible for the cost of goods in storage and shall assume all risk to the goods, should it not accept delivery on the due date.

6. OWNERSHIP

6.1. Notwithstanding delivery of the goods sold by the Seller to the Purchaser, ownership shall remain vested in the Seller until full payment thereof has been received by the Seller.

6.2. Until the goods have been fully paid for, it is agreed that the goods may be removed by the Seller and it is agreed that the Purchaser shall not be entitled to operate the goods. The Seller may attend the premises where such goods are installed in order to remove such goods.

6.3. Until the Seller has received full payment of the purchase price, the Purchaser will not remove or cause to be removed all or any part of the Equipment from the Purchaser's premises, nor will the Purchaser sell, lease, transfer, or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or part of the Equipment.

7. SPECIAL CONDITIONS FOR SOFTWARE

7.1. In the event that the Seller makes software products available as being included with the Sellers products, then the rights to the software products shall at all times remain with the Seller.

7.2. All rights and interests in any and all software supplied by the various equipment manufactures under a distributors agreement with the Seller in equipment that may be furnished under this agreement by the Seller to the Purchaser, and any updates and/or enhancements to it, will remain the property of the manufacturer of the said equipment.

7.3. Software products and the associated documentation may not be passed on to third parties.

7.4. Software updates shall be done at no charge to the Purchaser.

7.5. Software upgrades shall be charged separately and invoiced by the Seller to the Purchaser for immediate payment.

7.6. The Purchaser shall not allow others to decompile, modify, copy, reproduce or transcribe the software nor allow third parties to use the software without the manufacturer's written consent.

8. CANCELLATION OF ORDERS

8.1. Orders are firm and fixed and not subject to cancellation without the prior written consent of the Seller.

8.2. Where cancellation of an order is accepted, the Purchaser will become liable to pay on demand, a cancellation fee equal to twenty five percent (25 %) of the selling price. In addition, the cost of shipping of the goods to be returned to the factory in the country of origin together with any exchange control loss incurred. Payment by the Purchaser to the Seller is to be made for all banking charges incurred by the Seller.

9. GUARANTEE

9.1. Subject to the correct handling and use of all equipment as indicated by the Manufacturers operator and safety manual (s) and subject to the provisions of clause 11 below, it is agreed that equipment sold in this agreement is guaranteed against defective material and workmanship (factory warranty) from the date of first patient examination or if the facility is not complete then

from date of commissioning certificate signature, whichever occurs first for a period of twelve (12) months (factory warranty period).

9.2. For used products purchased by the Purchaser, the Seller grants no guarantee or warranty on such products unless specifically stated in the sale agreement.

10. GUARANTEE EXCLUSIONS

During the factory warranty period, the Seller may charge the Purchaser for labour, travel and spare parts, required to restore the installed unit to the original specification and functionality, should the installed unit be damaged by a patient, an operator, staff member, doctor, or due to failure of either the electrical supply or the air-conditioning.

11. PRODUCTS WITH EXPIRY DATES

11.1. All accessories and consumables supplied to the Purchaser by the Seller with packaging that has been specifically sealed for hygiene, security/sterility as well as to meet all legal requirements and packaged with an expiry date, need to be checked by the Purchaser prior to acceptance of the product by the Purchaser.

11.2. The Purchaser is required by the Seller to check all product expiry dates prior to acceptance.

11.3. Once the products that have been supplied by the Seller to the Purchaser pass their indicated expiry date, these products cannot be returned to the Seller for full or partial credit unless specifically agreed to between the Purchaser and a director of the Seller in writing.

11.4. All consignment stock items and products belonging to the Seller delivered to the Purchaser's site and signed for as consignment stock by the Purchaser, will be jointly monitored by a nominated representative from the Seller and the Purchaser to ensure correct consignment stock rotation to avoid exceeding the product expiry date.

12. STERILE PACKAGING AND THE INTEGRITY OFPRODUCT SEALS

12.1. All products supplied to the Purchaser by the Seller with packaging that has been specifically sealed for hygiene, security/sterility as well as to meet all legal requirements, need to be checked by the Purchaser prior to acceptance of the product by the Purchaser.

12.2. This is applicable to all stock sold by the Seller as well as consignment stock provided by the Seller to the Purchaser at the Purchaser's site.

12.3. All purchased stock items as well as consignment stock with broken security/sterility seals may not be returned to the Seller for partial or full credit.

12.4. All consignment stock supplied by the Seller to the Purchaser that has been duly signed for by the Purchaser and remains on-site may not be returned to the Seller for credit, should the security/sterility seal be broken whilst the products are held at the Purchaser's site.

12.5. Those consignment products belonging to the Seller and located at the Purchaser's site that are damaged, stolen or with the broken security/sterility seal will be invoiced by the Seller to the Purchaser at the current prevailing market prices.

13. VALIDITY OF QUOTATION

13.1. Unless otherwise specified this quotation will remain valid for no longer than thirty (30) days from the date of submission to the Purchaser.

13.2. Any alterations and amendments to this quotation shall not be binding unless agreed to in writing by the Seller.

13.3. This agreement shall only become binding when the acceptance clause is signed and each page of the terms and conditions are initialled by a duly nominated representative from the Seller and the Purchaser.

14. VALUE ADDED TAX

Value Added Tax (VAT) as indicated is determined by the legislation of the South African Revenue Services (SARS), and is applied to all equipment quoted and is payable by the Purchaser upon the receipt of an invoice supplied by the Seller.

15. TERMS OF PAYMENT

15.1. The seller offers the following terms of payment.

15.1.1. CBD Cash before delivery, no goods will be delivered to the purchaser until full payment has been received and verified by the seller's accounts department.

15.1.2. 14 Days from date of invoice. Finance deals invoices payable fourteen days from date of invoice by the finance institution.

15.1.3. 30 Days Credit term. Payment strictly 30 days from date of statement. This requires a successful Credit application that has been approved and sufficient credit limit are available.

15.2. Upon the successful commissioning and handover of the system(s), an invoice will be presented for the total contractual amount and due a payable as per term mentioned above.

15.3. In the event of the delivery or installation of the equipment being delayed upon the request of the Purchaser, or for any reason attributable to actions of the Purchaser or to contractors of the Purchaser, it is agreed that payment for the full contract amount shall be effected within three (3) days after the equipment is delivered either to the Purchaser's installation site or a nominated warehouse or within three (3) days from the date that the Seller's notifies the Purchaser of the readiness of the system for installation.

15.4. Damages or loss during storage resulting from delays occasioned by the Purchaser will be at the sole risk of the Purchaser and will be charged for at a rate determined by the Seller.

15.5. In the event that the Purchaser's payment reaches the Seller later than the dates stipulated above, it is recorded that the Seller will charge the Purchaser interest on a basis of prime plus three percent (3%) per annum, charged per month on the outstanding balance.

15.6. In the event that the Purchaser enters into an agreement with a finance house or similar institution for the financing of the equipment forming the subject matter of this contract, it is agreed that the terms of this contract will be incorporated into any such agreement.

15.7. The Purchaser's obligations in terms of this contract will in no way be affected by the conclusion of any subsequent contract, save with the Seller's express consent in writing first being had and obtained.

15.8. The Purchaser hereby indemnifies the Seller in respect of any losses that the Seller may suffer as a result of the Purchaser entering into any subsequent contract with a finance house or similar institution. A certificate issued by a director of the Seller shall be prima facie proof of such losses suffered.

16. ASSIGNMENT

Neither party to this agreement may assign any of its obligations under this Agreement without prior written consent from the other party.

17. EQUIPMENT OPERATION AND INDEMNITY

17.1. The Purchaser agrees that all the Equipment purchased under this Agreement, will be operated exclusively by duly qualified operators and / or doctors in a safe manner in accordance with Seller's written instruction, applicable laws and regulations, and for the sole purpose for which such Equipment was intended.

17.2. The Purchaser agrees to defend, indemnify, and hold the Seller's officers, directors and employees, harmless from and against all claims, demands, lawsuits, liabilities, judgments and costs (including reasonable attorney's fees, expert fees, and other litigation costs) arising out of or in connection with the Purchaser's operation of the Equipment.

18. ENTIRE AGREEMENT

This document contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in the Purchaser's bid documents, purchase order or any other documents furnished by the Purchaser. The provisions of this Agreement may not be modified unless in writing and executed by both parties.

EX-FACTORY DELIVERY TIME / FREIGHT METHOD / INSTALLATION TIME

EX-FACTORY DELIVERY TIME:

The ex-factory delivery time for the system (s) on order will be approximately 6-8 Weeks, upon the receipt of a technically validated written order or Acceptance Clause.

SHIPPING TIME:

Shipping of the system (s) on order from our Supplier would be via sea-freight and will take approximately, 6-8 weeks followed by customs clearance and transportation to our stores.

INSTALLATION TIME:

The installation time for the system (s) on order would be approximately 2-3 days, on the condition that the installation site has been prepared according to the site planning requirements for the system (s) to be installed.

ADDENDUM TO QUOTATION-FORWARD COVER

In accordance with clause 1, the Purchaser hereby gives the Seller authority to purchase Forward Cover on its behalf.

Yes

No

Signed _____

On behalf of the Purchaser

Full name & Capacity:

(who warrants his/her authority to sign)

Date _____

If the Purchaser does not complete and submit this addendum together with the signed quotation, it is mutually understood that the Seller shall not purchase any Forward Cover on behalf of the Purchaser, and the Purchaser shall be liable for any increases in the rate of exchange.