



RENTAL AGREEMENT

If this is a delivery for rental of equipment the following terms apply:

The Customer acknowledges receipt of the equipment described, on the service dates indicated, and agrees that title to the equipment shall at all times be and remain in Lessor ("Company"); that this is a transaction of lease only; that the equipment is accepted in its "as is" condition (having been inspected by the customer upon delivery); and further, the Customer agrees: to protect the equipment from all loss and damage and remain responsible for it, to release the equipment for pick-up only to a duly authorized representative of Company, to operate the equipment only in the manner for which it was intended, to refrain from making any repairs to the equipment (but the Customer will notify Company in the event repairs are necessary), and to promptly and faithfully pay the stated rental each month (without pro-rate) until the equipment has been returned (it being understood that Company will credit the Customers' account for payments received by Company under any medical insurance program or from any third party).

The Customer has been informed and agrees that Company is not a manufacturer of the equipment, and is not responsible for the adequacy of the same nor the defect in the equipment or which may appear from the use and maintenance thereof; nor shall Company be responsible for any delay or interruption in connection with the delivery or service of the equipment or for any damage whatsoever relating to the use of equipment. Company has not prescribed the equipment, and makes no representations with regard to the suitability of the equipment for any specific purpose of the Customer, and assumes no liability for any warranties whatsoever, expressed or implied. The Customer agrees to accept whatever warranties are offered by the manufacturer of the equipment in lieu of any warranties of seller. The Customer irrevocably agrees to indemnify and save Company harmless from and against any claims whatsoever which may be brought by any persons whomsoever arising from the rental, delivery and use of the said equipment.

SALE AGREEMENT

If this is a delivery for sale of equipment the following terms apply:

The Customer acknowledges receipt of the equipment described, on the date indicated, and agrees that the equipment is accepted in its "as is" condition (having been inspected by the Customer upon delivery). The Customer agrees to pay the stated price for the equipment, it being understood that credit will be given to the Customer's account for payments received from any medical insurance program or from any third party.

The Company ("Seller") has not prescribed the equipment, and further makes no warranty whatsoever, expressed or implied, of merchantability or fitness for purpose. On the contrary, the customer has been informed and agrees that he knows the Seller is not a manufacturer of equipment and is not responsible for the adequacy of the same, nor for any defects in the equipment or which may appear from the use and maintenance thereof. The Customer agrees to accept whatever warranties are offered by the manufacturer of the equipment in lieu of any warranties of Seller. Seller is not responsible for any damage whatsoever relating to the sale or use of the equipment.

The Customer irrevocably agrees to indemnify and save Seller harmless from and against any claim whatsoever which may be brought by any persons whomsoever arising from the sale, delivery, and use of the equipment.