

**Welcome to our On-Line Entry Forms System.** This form is to be used only when you are purchasing your NeuroCare™ NC10004PXP units rather than renting them. Please complete the forms on the following pages as follows:

1. Go to Page 2 of this document and click on the highlighted field in the top right corner next to the field that says Sales Representative. **Then simply enter your sales Representative's Name.**
2. **Click The Tab button** on your computer keyboard to automatically **go to the next field** to complete. This will take you to the Date field. Here you can enter the **full date** (October 20, 2010 as an example) or just the **mm/dd/yyyy** format and then click the tab button again.
3. From here on out, simply **complete each field** that you are prompted to complete and do not leave any fields blank. **Click the tab button after each field is completed.**
4. When you get to the optional **credit card fields**, only complete them if you wish us to bill your credit card for the total charges on the order. **If you do opt to use a credit card, there will be a 3% processing fee** add to the total price of the order. You can avoid this fee by simply using a **credit card check, cashiers check, or regular check** (which we strongly suggest that you overnight to us at **655 Hwy 50 E., Suite 1, Dayton, NV 89403** to avoid potential loss in the mail). Make all checks payable to Health First Technologies, Inc. **You can also wire funds to us** (when doing so, please **contact us at 775-246-1465** to get those wiring instructions).

**If you wish to finance this purchase via standard commercial leasing or our Personal Term Product Financing Program**, please contact us at the number above to discuss the many options we have available to you.

5. **Once you have completed everything** on the form (whether purchasing outright or applying for financing, as mentioned above) and are satisfied with what you have entered, **please print out the form, Sign the area that says Purchaser Authorized Signature, put the date of your signature in the area that says Date, print your name in the area that says Print Purchaser Name and print your title in the area that says Title.** Then, on the **Terms and Conditions** page, please be sure to read it carefully and then **place your initials in the lower right corner** acknowledging that you have read, understand and agree to all of them.
6. **Lastly, simply fax the completed form to (775) 546-6156 for review.** Once we receive the paperwork, we will check it for accuracy and contact you to arrange for payment (the only exception being in the event that you choose the credit card option). In this case we will notify you that we are going to process your credit card).

Sincerely,

HFT/Renua - Client Care Center



## **TERMS AND CONDITIONS OF SALE AND/OR SERVICES**

**1. GENERAL:** By signing other HFT documents which refer to these TERMS AND CONDITIONS OF SALE AND/OR SERVICES, hereinafter referred to as the "Agreement", and by the initials above, the Purchaser has demonstrated that it has fully read these terms and will comply with them in their entirety as stated within the Agreement and on any accompanying Invoice or Agreement associated with these Terms and Conditions. For the purpose of this Agreement, it is understood that "Purchaser" shall ALWAYS be defined to include Any and All persons affiliated with Purchaser's business, and it is understood that "HFT" shall ALWAYS be defined herein to include its employees, officers, directors, shareholders, agents or contractors, and their successors and assigns. This Agreement shall apply to any sales or proposed sale of goods and/or services by HFT. The prices and terms on this sale are not subject to verbal changes or other agreements unless approved in writing by HFT. All sales and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond HFT's control. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which might appear on Purchaser's invoice will not be binding. Typographical and stenographic errors are subject to correction by HFT. In the event that Purchaser has signed multiple invoices, then the invoice with the most recent date stamp "Terms and Conditions of Sale and/or Services" page shall have the superseding authority unless otherwise specified in writing by HFT.

**2. PRICES AND TAXES, TITLE AND DEFAULT, INTEREST:** PRICES and TAXES-Purchaser's order shall be accepted by HFT subject to final credit or cash collection approval by HFT. Prices are F.O.B. with a stated shipping point and are subject to correction for errors, such corrections will be given before shipment. Any sales tax, duties or other taxes not included in this sale, but applicable shall be the duty and obligation of the Purchaser. TITLE and DEFAULT-Unless otherwise agreed to in writing, title to the goods or any part thereof shall pass from HFT to Purchaser as soon as all payments due herein have been fully made in cash or the equivalent in unencumbered funds. Until such time, the goods shall be and remain the property of HFT, notwithstanding their mode of attachment to realty, other property or third parties and Purchaser shall take all reasonable precautions to safeguard HFT's property until such time as title has passed to Purchaser. In the event of default on any terms then Purchaser agrees that HFT is entitled to and shall collect from the Purchaser up to twenty percent (20%) of the stated purchase price as liquidated damages and/or a restocking fee. HFT shall be entitled to the immediate possession of the goods and shall be free to enter the premises where the goods may be located and remove such goods as they are HFT's property, and without prejudice to HFT's right to pursue any further expenses for damages HFT may suffer by reason of such default. INTEREST-In the event of payment default by the Purchaser, the Purchaser acknowledges that HFT is entitled to collect interest until such payments are made in full. Interest shall begin accruing from the date of this Agreement and continue to accrue at a stated rate of 18% compounded annually. In the event that HFT must demand the use of an attorney to rectify ANY defaults by Purchaser or begin the collection process on outstanding monies owed and/or applicable interest on this debt, the Purchaser agrees that the Purchaser shall bear all legal costs incurred by HFT in any and all attempts to collect on such non-payment, interest or rectify ANY default issues by the Purchaser as related to this entire Agreement. HFT reserves and retains all rights afforded the company through the laws of the State of Nevada, as Nevada has jurisdiction to this Agreement and ANY disputes.

**3. DELIVERY, INSTALLATION AND SERVICE, CHANGES AND CANCELLATIONS, CLAIMS AND RETURNED GOODS:** DELIVERY- Shipping, Installations and Service dates are approximate and are based on conditions and miscellaneous factors at any time. HFT shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control, acts of God, or caused by fire, strike, civil or military authority, insurrection or riot, embargoes, car shortages, wrecks or delays in transportation. Delivery of major components to any point other than installation site, upon instructions from Purchaser, shall constitute delivery, installation and safe transfer and any added shipping expense will be the responsibility of the Purchaser. INSTALLATION and SERVICE - Should installation or service be delayed for any reason post shipment or travel has commenced, as a result of the Purchaser, then five (5) days from said date shall be considered as the date of completion of installation and or service and terms of payment shall then apply as stated. In the event of delay or default at the request of the Purchaser then such changes are subject to HFT's sole acceptance and HFT may at its sole option demand reasonable fees to accommodate such requests and such fees will not be refused by Purchaser. The installation shall also be considered complete when the equipment is available to be put to use for the purpose intended and the equipment is available for First Use. First Use means that point upon completion of installation where equipment is available for gainful use by Purchaser or Lessee as an asset, regardless of any training components. Installation means the delivery, setup and/or assembly, mounting, interconnection and calibration of components listed on this quotation and then demonstrated to any personnel of the Purchaser. It is understood that Purchaser must provide appropriate and safe environmental conditions for operation of equipment and is necessary for proper working conditions of the equipment; it is the responsibility of the Purchaser to ensure such conditions are provided according to specifications provided by HFT or it's supplier in the Users Manual. CHANGES and CANCELLATIONS - Orders accepted by HFT are not subject to changes or cancellations by the Purchaser except with the prior written consent of the management of HFT. Manufacturers have the right to change the construction and/or design of its goods without notice to Purchaser if, in their judgment, such change does not alter the general function of the goods. CLAIMS and RETURNED GOODS - No goods may be returned to HFT or its suppliers without the prior consent of HFT in writing.

**4. WARRANTIES, LIMITATION OF LIABILITIES, LEGAL AND INDEMNIFICATION:** WARRANTIES - HFT or its suppliers generally provide a one-year (1) manufacturer parts and labor warranty from the time of installation, if not amended or extended by HFT in writing. Except as set forth herein, goods and/or services sold by HFT, which are manufactured by its suppliers or any of their affiliates, are subject to warranties against defects in material and workmanship under normal use and service, according to the specific warranty published in the User's Manual. THE WARRANTY STATED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, ORAL, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: ANY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF PARTICULAR USE OR AGAINST INFRINGEMENT, AND IT CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THIS ORDER OR THE GOODS COVERED THEREBY. Warranties will cover only those goods, which are unused at the time of sales by HFT and extend only to the original Purchaser thereof, no transfers unless approved by HFT in writing and in advance of such transfer. Warranties will cease to be effective: If the unit has been physically moved or relocated from immediate and precise installation point and location unless the equipment is designed to be portable, or if the goods are altered, inspected or repaired other than by persons authorized or approved by HFT to perform such work in writing. IN THE EVENT OF ANY PAYMENT DEFAULTS BY THE PURCHASER ON ANY GOODS OR SERVICES PROVIDED BY HFT, THEN ALL WARRANTIES AND SUPPORT BY HFT SHALL BE VOID AND HFT SHALL BE HELD HARMLESS. Repairs, servicing or replacement deliveries do not interrupt or prolong the term of the warranty. Warranties will also cease to be effective if the Purchaser fails to operate and use the goods sold hereunder in a safe and reasonable manner and in accordance with HFT's instructions or as stated in the Users Manual. INTELLECTUAL PROPERTY-HFT vigorously defends all forms of Intellectual Property Right infringement and Purchaser shall use all reasonable efforts to protect HFT's property and interests. HFT is extending the use of certain forms of Intellectual Property to the Purchaser, to include if applicable but not limited to Media Kits, Trademarks, Patents, Art Work, Creative Print and Media Work and other proprietary property such as tactics and strategies which HFT considers Trade Secrets; these items are not transferable to any other user or person except with the notarized written permission of the President of HFT. In the event of such unauthorized transfer, then the Purchaser shall be held equally liable to HFT. HFT reserves the right to withdraw the use of these forms of Intellectual Property at its sole discretion and the use, or promotion of these rights may not ever be combined or utilized in connection with any other medical device or procedure, specifically competitive or similar in nature to HFT's products and/or services. LIMITATION OF LIABILITIES-THE PURCHASER acknowledges that HFT shall not be liable for any damages or liabilities incurred by the Purchaser, any assignee of the Purchaser or Any third party whatsoever for ANY reason whatsoever. Purchaser specifically waives any claim, which Purchaser or anyone claiming through Purchaser, may now have or may have in the future arising out of any acts by HFT which are alleged to have been wrongful, negligent or grossly negligent or any claims asserting liability in strict liability. If for any reason this provision or any part hereof is deemed unenforceable in no event shall HFT be deemed liable for any damages which in total would exceed the actual sales price of the goods or equipment less any monies collected as revenues by the Purchaser through the use of the product, since date of First Use, in the course of the Purchaser's normal course of business. LEGAL - Any and All litigation arising out of the sale or service or proposed sale of any product or service by HFT, since inception of Purchaser's relationship with HFT, shall be governed by the laws of the State of Nevada and Any/All legal proceedings shall have venue proper in the courts of Lyon County, Nevada with the express understanding that the Purchaser shall immediately be held liable for Any/All of HFT's legal and professional fees and expenses in defense of Any/All claims or breaches from this Agreement, or any alleged or asserted claims against or towards HFT by any Third Party, and shall include such defenses and enforcements associated with HFT protecting its Intellectual Property. INDEMNIFICATION - Purchaser acknowledges that it will indemnify and hold HFT harmless from Any and All claims by any third party for any reason, including, but not limited to, any claims by persons being diagnosed by or receiving treatment on the equipment, or any claims asserted arising out of the sale, proposed sale, servicing, warranty, design, manufacture, installation, possession, application of treatments or use, patient billing and reimbursement protocols, training, operating of or dismantling of equipment or Any other financial damages. This indemnification responsibility of the Purchaser shall apply with respect to Any and All claims which may be alleged or asserted against HFT, as defined herein, arising out of the equipment and shall include, but shall not be limited to any claims alleging negligence, gross negligence or strict liability on the part of HFT. Purchaser agrees that HFT is not responsible in any way for purchaser's billing decisions.