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THE ULTIMATE RIDE.™

Terms and Conditions of Sale

Each person who requests a wheelchair or parts quote from TiLite or who places an order for a TiLite wheelchair or wheelchair parts, whether such request or order is made in writing or verbally, shall be deemed to have agreed to these Terms and Conditions of Sale. These Terms and Conditions of Sale are deemed incorporated by reference into every TiLite quote, sales confirmation, invoice and packing slip.

Definitions	For purposes of these Terms and Conditions of Sale, the following definitions shall apply: <ul style="list-style-type: none">• “<u>Buyer</u>” means any person who places an order, whether verbally or in writing, with TiLite for the purchase of a TiLite Product.• “<u>Effective Date</u>” means January 15, 2012.• “<u>Products</u>” means TiLite wheelchairs, component parts thereof (whether ordered “on-chair” or as replacement parts) and accessories therefore, whether manufactured by TiLite or by a third party.• “<u>Purchase Order</u>” means any order for Products placed by Buyer, whether placed verbally (by telephone) or in any form of written communication (such as facsimile, email or via the TiLite website).• “<u>Special Order Parts</u>” means any non-stocked component part that TiLite custom fabricates to order or any non-stocked component part that TiLite special orders from a third party (e.g., wheels, handrims, cushions, back upholstery).• “<u>Terms</u>” means these Terms and Conditions of Sale, as amended or modified from time to time.• “<u>TiLite</u>” means the division of TiSport, LLC known as “TiLite”.
Purchase Orders	Each Purchase Order must identify the Product by part number, quantity, purchase price, address for delivery and any special shipping instructions. In the case of any Purchase Order delivered verbally (e.g., by telephone), TiLite’s sales order confirmation shall be the conclusive evidence of such Purchase Order. All Purchase Orders are subject to acceptance by TiLite in its sole discretion, which acceptance shall be evidenced by TiLite’s sales order confirmation. Any terms or conditions in any Purchase Order that are inconsistent with, or are in addition to, these Terms shall be null and void. TiLite shall use reasonable efforts to timely fill orders accepted by TiLite subject to availability, demand, inventory and other factors.
Cancellation of/ Changes to Purchase Orders	Once a Purchase Order is accepted by TiLite, it may only be canceled or changed by Buyer as follows: <ul style="list-style-type: none">• <u>Complete Chair Orders</u>: A Purchase Order may be canceled or changed at any time without charge prior to the time that TiLite either cuts tubes to fabricate the frame or commences kitting of the parts for assembly. If tubes have been cut or kitting has commenced, such a Purchase Order may be canceled or changed subject to a \$350 cancellation/change fee for a titanium frame or a \$250 cancellation/change fee for an aluminum frame. If fabrication of the frame has commenced or if assembly has commenced, such a Purchase Order may be canceled or changed subject to a 20% restock fee. TiLite, in its discretion, may waive such fees, in whole or in part, in cases involving only minor order changes (not cancellations).• <u>Parts Orders</u>: A Purchase Order for standard (non-custom) parts may be canceled at any time without charge prior to the time that TiLite commences kitting of the parts for assembly or, if no assembly is required, prior to the packaging of such parts. A Purchase Order for standard (non-custom) parts canceled after TiLite commences kitting or packaging can be canceled subject to a 20% restock fee. A Purchase Order for Special

	Order Parts may be canceled or changed without charge only if fabrication has not commenced or the part has not been ordered; however, if fabrication has commenced or if the order has been placed by TiLite, such order may not be canceled or changed.
Payment Terms	Buyer must pay for all Products in accordance with the payment terms set forth on TiLite's invoice. Any payment not made when due shall accrue interest at the rate of 1.5% per month (18% A.P.R.) until paid in full. If Buyer fails to make a payment when due, Buyer shall pay all reasonable costs of collection, including reasonable attorneys' fees. Buyer agrees to pay a \$35.00 service charge on any returned checks. If a payment is not made in accordance with the applicable payment terms, TiLite may suspend all further deliveries, or require full or partial payment in cash in advance, on new orders. Any "secondary discount" will apply only if payment is made within the applicable payment terms.
Freight Terms	All freight terms applicable to the purchase of Products by Buyer from TiLite shall be set forth on TiLite's invoice.
Risk of Loss	Products sold to United States customers are sold FOB TiLite Pasco, WA, for purposes of the risk of loss. Products sold to international customers are sold CIP Buyer's named destination for purposes of the risk of loss. This means that delivery of products to the common carrier (e.g., Fedex) shall constitute delivery to Buyer and, thereafter, all risk of loss or damage shall be Buyer's responsibility, with claims submitted to the common carrier by Buyer.
Inspection	Claims for shortages, errors in delivery or defects apparent on visual inspection must be made in writing to TiLite within ten (10) days after receipt of shipment. Buyer's failure to give timely written notice of the same shall constitute unqualified acceptance of such shipment.
Returns	Special Order Parts are NOT returnable unless TiLite fabricates or orders them incorrectly. Other Products are returnable provided they are in new, unused condition subject to a 20% restock fee. Before returning any Product, whether pursuant to the TiLite's Warranty or otherwise, you MUST obtain a Return Authorization (RA) number from TiLite Customer Service. All approved returns must be shipped with freight prepaid by the Buyer and must be properly packaged as instructed by TiLite. The RA number must be clearly written on the exterior of the packaging. TiLite recommends that all returns be insured by the Buyer for the full replacement cost. Returns which are not made in accordance with the foregoing will not be accepted by TiLite.
Partial Shipment	When requested by Buyer, TiLite will attempt to combine multiple orders into a single shipment. However, TiLite reserves the right to ship such orders separately, in which case such orders will be separately invoiced.
Credit	TiLite may terminate any credit availability within its sole discretion. Buyer understands that TiLite is relying on the truth and accuracy of the information provided to TiLite in any application for credit, as well as any other information provided to TiLite such as financial statements. Buyer authorizes TiLite to conduct any credit investigation of Buyer deemed necessary, including, but not limited to personal credit information about guarantors, general partners, proprietors and individual applicants. Buyer hereby explicitly authorizes trade and bank reference to release credit information to TiLite.
Products Design and Discontinuance	TiLite reserves the right to change the design, construction and type of materials used in the manufacture of any of its Products. TiLite reserves the right to discontinue any of its Products and/or replacement parts therefore. Such changes may be made at any time without notice to Buyer.
Product Pricing and Billing	TiLite may modify the prices of its Products at any time. Billing and payment shall be in US Dollars, unless otherwise agreed in writing by the parties.
Effective Date of Terms and Conditions	These Terms are effective for all purchase orders placed by Buyer with TiLite on or after the Effective Date. On and after the Effective Date, these Terms will supersede all prior terms and conditions regarding the purchase and sales of TiLite Products. Buyer shall be deemed to have accepted these Terms upon the earlier to occur of (i) Buyer signing or otherwise authenticating these Terms, or (ii) Buyer placing a purchase order with TiLite after the Effective Date.
Modification of	TiLite reserves the right to modify these Terms from time to time upon written notification

Terms and Conditions	to Buyer or by posting any changes on the TiLite website (www.tilite.com). Any modification of these Terms shall be effective for all purchase orders placed by Buyer with TiLite on or after the effective date set forth in such modification. Buyer shall be deemed to have accepted any modification to these Terms upon the earlier to occur of (i) Buyer signing or otherwise authenticating such modification to these Terms, or (ii) Buyer placing a purchase order with TiLite after the effective date of such modification.
Security Interest	To secure all of Buyer's obligations to TiLite hereunder and under any other agreement between Buyer and TiLite, TiLite hereby reserves, and Buyer hereby grants to TiLite, a purchase money security interest in all Products purchased by Buyer from TiLite, all inventory consisting of Products purchased from TiLite, together with any and all proceeds and other amounts from time to time paid or payable under or in connection with any of the foregoing, upon sale, lease, rental or other disposition or otherwise, whether permanent or temporary and whether voluntary or involuntary, including, without limitation, any and all rents, lease payments, money, cash or cash equivalents, accounts receivable, contract rights, chattel paper, documents, instruments, deposit accounts and general intangibles now existing or hereafter arising from or related to such property. Buyer hereby authorizes TiLite to file any and all documents or instruments, including without limitation, financing statements and continuation statements, which are reasonably necessary to perfect or continue such security interest.
Discounts	If Buyer submits a claim or request for Medicare or Medicaid payment for Products purchased from TiLite, Buyer is responsible for fully and accurately reporting to applicable government agencies any and all discounts, rebates, incentive payments, bonuses and the like applicable to such Products.
Taxes/Fees	Buyer shall be responsible for any duty, tax, fee or charge of any nature imposed by any governmental authority upon the sale of Products to Buyer. If TiLite is required to pay such tax, fee or charge, Buyer shall reimburse TiLite within ten (10) days.
Warranty	A current written warranty statement is supplied with each Product. A copy of the current written warranty statement is also available from TiLite upon request. TILITE'S EXPRESS WRITTEN WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Buyer shall not extend to any end-user warranty terms that are different from TiLite's standard warranty terms without TiLite's prior written consent.
Limitation of Liability	With respect to warranty claims, TiLite's sole responsibility is to repair or replace, in TiLite's sole discretion, the covered Product. TiLite shall not be liable for any direct, indirect, consequential or incidental damages whatsoever.
Indemnity	Buyer agrees to indemnify and hold harmless TiLite and any of its officers, directors, parent, subsidiary or affiliated companies from any and all claims, losses, damages, charges, expenses (including reasonable attorney's fees and product recall expenses) arising out of any negligent actions of Buyer, including, but not limited to, the maintenance, repair or alteration of any Product, the improper assembly or incorporation of the Product into any other device, or the improper fitting of an end user for the Product.
Intellectual Property	" <u>Intellectual Property</u> " means any and all patents, copyrights, trademarks, trade names, trade secrets, and other propriety rights of TiLite or its affiliates, and all applications and registrations therefore. Buyer acknowledges that TiLite is the exclusive owner or licensee of all rights, title and interest in and to the Intellectual Property embodied in, related to, or associated with TiLite Products. Buyer will immediately notify TiLite of any and all suspected infringements of any Intellectual Property that may come to the attention of Buyer. TiLite will be responsible for taking any action to prevent infringement of the Intellectual Property.
Confidential Information	Buyer may become familiar with trade secrets and confidential information of TiLite that has independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from their disclosure or use ("Confidential Information"). Buyer agrees not to disclose or utilize any Confidential

	Information, including without limitation, product specifications, prices, discounts, manufacturing cost, ideas, technical data, customer list and sales reports to which Buyer has been privy.
Delays	TiLite shall not be liable for any damage as a result of any delay in performance or non-performance due to any cause beyond TiLite's reasonable control, including, without limitation, any act of God, any act of the Buyer, delays caused by TiLite's suppliers or subcontractors, embargo or other government act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to readily obtain necessary labor, materials or manufacturing facilities.
Miscellaneous	These Terms shall be construed in accordance with the laws of the State of Washington without regard to conflicts of laws. The parties submit to the exclusive jurisdiction of the state courts in Pasco, Washington or the federal courts in Richland, Washington and waive any right to trial before a jury. Each party shall be responsible for its own attorney's fees and expenses, without regard to any prevailing party's rights under applicable law. These terms shall be binding upon the parties, and their respective heirs, executors, administrators, successors and assigns. These Terms, along with any other written agreement between Buyer and TiLite, contain the entire agreement between the parties related to the transactions contemplated hereby. Failure of TiLite to object to provisions contained in any Purchase Order or other communication from Buyer shall not be construed as a waiver of these terms, nor shall it be construed as an acceptance of any other terms.