

DRAFT



Universal Diagnostic Solutions

UNIVERSAL DIAGNOSTIC SOLUTIONS, INC.

101 Copperwood Way, suite A., Oceanside, CA 92054
ph 800-416-7567 • fx 206-374-6495

EQUIPMENT SALE CONTRACT

Date: 01-01-01
Contract #: 12345
Delivered via: E-mail: VetTech@VetHospital.org

PURCHASER: Vet Hospital, Inc.
12345 Vet Hospital Way
Vetland, VT 00000

EQUIPMENT: Refurbished Siemens Aspen Ultrasound Imaging System.

- Rev. 7.03 (Current Siemens Rev.)
- To Include full Cardiac & Vascular Calculation Packages.
- 2-D, Color Doppler, M-mode, B-mode (transducer dependant 70Hz – 98Hz frame rate)
- CW & PW Imaging, & simultaneous ECG.
- **Additional OEM specifications upon request.**
- one (1) **V5** Trifrequency (5, 4 & 3.5MHz) small footprint technology & microcase technology with easy access to tight anatomical areas.
- one (1) **V7** Trifrequency (7, 6 & 5.0MHz) small footprint technology & microcase technology with easy access to tight anatomical areas.

LEASING: LEASING AND RENTAL OPTIONS AVAILABLE SHOULD YOU WISH TO PURCHASE THE ABOVE EQUIPMENT WITHOUT A LARGE CAPITAL INVESTMENT. PLEASE CALL: 1-800-416-7567 FOR MORE INFORMATION.

PRICE AND TERMS FOR PAYMENT: \$15,900.00. CERTIFIED FUNDS. 5% DEPOSIT. 75% PRIOR TO SHIPMENT. Balance due immediately upon receipt of above unit. One Year (1) warranty on parts and labor is included on the above equipment, *excluding* any and all peripheral hard copy devices.

Option 1:	one (1) 4V2c NTHI (N ative T issue H armonic I maging) cardiac transducer:	\$4,000.00.
Option 2:	one (1) L10 small parts transducer for exquisite high resolution imaging:	\$2,500.00.
Option 3:	Integrated SVHS VCR & B/W video printer:	\$1,250.00.

1. **Agreement.** Universal Diagnostic Solutions, Inc. and the above-named purchaser do hereby agree to the sale of the equipment described above, at the price described above and upon the terms and conditions of this agreement.

2. **Confirmation.** Seller shall have Thirty (30) days from the date hereof to confirm this sale by delivery of written confirmation of sale to purchaser. If seller fails to deliver the same then this agreement shall be null and void and neither party shall have any further rights or obligations hereunder.

3. **Closing.** This sale shall close within Fourteen (14) days of such confirmation. Closing shall be at the offices of Universal Diagnostic Solutions, Inc., unless otherwise indicated. At closing, purchaser shall deposit the full purchase price in cash to the Universal Diagnostic Solutions, Inc. Escrow Account, unless otherwise indicated. A bill of sale for the equipment shall be faxed then mailed to purchaser at closing, and the equipment shall be shipped to purchaser immediately following closing. Shipping charges shall be paid by purchaser at the time of closing. Any set-up or installation charges shall be the sole responsibility of purchaser.

4. **Inspection.** Prior to closing, the equipment shall be available for inspection and testing by purchaser or purchaser's agent upon reasonable prior notice. The equipment sold to purchaser herein is used and is sold "As Is" and without implied or other warranty as to condition, except that seller makes the limited warranty that it is aware of no defect or needed repairs, unless otherwise indicated.

5. **Miscellaneous.**

A. Time is of the essence in this contract.

B. This agreement shall be governed by the laws of the State of California and the venue for any legal action or proceeding hereunder shall be at San Diego County, California.

C. In the event of a material breach of this agreement by either party, the defaulting party shall be responsible for the reasonable attorney fees and costs incurred by the other party as a result of such breach.

D. This agreement contains the parties' entire agreement and this agreement may not be amended or supplemented except by written agreement signed by seller or purchaser.

EXECUTED by these parties as of the date first indicated above.

SELLER:
UNIVERSAL DIAGNOSTIC SOLUTIONS, INC.

By (HAMISH DUNN)
Its: Administrator



PURCHASER:
VET HOSPITAL, INC.

By _____
Its: