1800Endoscope.com LLC Terms and Conditions of Sale

COMPLETE AGREEMENT

These terms and conditions contained herein constitute the sole and entire agreement between the parties and are the only basis upon which 1800Endoscope.com LLC ("1800Endoscope") offers to sell goods to the buyer, unless otherwise agreed to in a writing signed by a duly authorized officer of 1800Endoscope. Buyer's acceptance of the goods delivered hereunder, or effect to the extent they are inconsistent with or in addition to these terms and conditions and regardless of any past course of dealing or prior course of dealing, order by, or conduct of the parties, shall constitute acceptance of these terms and conditions and any other terms prevailing in the order, by, or conduct of the parties.

PAYMENT AND CREDIT TERMS

Terms are Secured C.O.D., Credit Card or Wire. Upon approval for credit, terms are net thirty (30) days from date of invoice. P.O. terms are net sixty (60) days from date of invoice. Any items returned to 1800Endoscope are subject to a 20% restocking fee. Any unsatisfactory to 1800Endoscope. 1800Endoscope reserves the right to revoke credit terms extended to buyer in the event (i) buyer fails for any goods or services, previously or subsequent orders, fails to pay for merchandise within the term of 1800Endoscope's payment terms, or (ii) there has been a material adverse change in the Buyer's financial condition. Upon such determination, all future purchases will be on a cash basis unless otherwise approved in writing by 1800Endoscope. If any charges are delinquent, in the sole discretion of 1800Endoscope, 1800Endoscope may take any and all actions necessary which it deems advisable before the shipment or performance of any other goods or services.

TAXES AND OTHER CHARGES

In addition to the purchase price, Buyer shall pay all applicable taxes, and similar charges levied by any governmental authority for the use, sale, transportation, or other disposition of the goods, and all other taxes, duties, and government charges imposed upon the sale of goods, except taxes based on 1800Endoscope's net income.

FAILURE TO PAY, SECURITY INTEREST

Failure to make any payment when due shall cause the entire amount of the unpaid debt to become due and payable, at the option of 1800Endoscope. In addition to any other rights of 1800Endoscope, 1800Endoscope may, upon default of the Buyer in payment, apply a service charge at the rate of one and one half percent (1 1/2%) per month on the unpaid past due account or reduce the purchase price and interest at the rate of 1.5% per month on any balance outstanding on the date of delivery of the goods, or in the discretion of 1800Endoscope, may terminate this Agreement.