

TERMS AND CONDITIONS OF LEASE/RENTAL

1. Terms. These Terms and Conditions ("Terms") and the corresponding invoice ("Invoice") govern the lease/rental of the infusion pumps listed on the Invoice or any attached schedule ("Equipment") leased by InfuSystem, Inc. or any of its affiliates, including First Biomedical, Inc. ("InfuSystem") to the lessee/renter ("Customer") regardless of whether Customer leases/rents the Equipment without a purchase order or with a written or electronic purchase order (collectively, "Purchase Order"), and these Terms, together with the Invoice, Purchase Order and/ Lease to Own, as applicable (the "Lease/Rental Agreement"), are a binding contract between InfuSystem and Customer. In case of a conflict between these Terms or the Invoice and the Purchase Order or Lease to Own, or in the absence thereof, these Terms or the Invoice prevail except where InfuSystem has expressly agreed to the conflicting term in the Purchase Order or Lease to Own in its acceptance or order acknowledgment. In case of a conflict between the Purchase Order or Lease to Own and InfuSystem's acceptance or order acknowledgment, the acceptance or order acknowledgment prevails. In case of a conflict between these Terms and the Invoice, the Invoice prevails.

2. Lease/Rental. If this is a lease, Customer may not cancel the Lease/Rental Agreement during the lease term. If this is a rental, Customer may cancel the Lease/Rental Agreement any time after seven days (or such shorter or longer minimum rental period as set forth in the Purchase Order), and will be responsible for all rental fees through the later of (a) the date of cancellation and (b) the minimum rental period. Customer promises to pay InfuSystem the monthly lease/rental payment ("Rental Payment") stated in the Invoice or Lease to Own. If a payment is not received when due, Customer agrees to pay InfuSystem a late charge of 10% of each late payment or \$25.00 per item of Equipment leased/rented, whichever is greater. InfuSystem may charge Customer a fee for any payment that is returned. Customer acknowledges that no one, including the Equipment supplier, has been authorized by InfuSystem to waive or change any term or condition of the Lease/Rental Agreement. Customer acknowledges the Equipment will be used for the purpose of infusion of medication pursuant to prescription. The Equipment may not be used for personal, family or household purposes. Customer acknowledges receipt of a copy of the Lease/Rental Agreement and acknowledges that Customer has selected the Equipment and reviewed the supply contract under which InfuSystem will obtain the Equipment.

3. Unconditional Obligation. Customer is unconditionally obligated to pay all Rental Payments and other amounts due under the Lease/Rental Agreement during the Lease term even if the Equipment is damaged, destroyed or defective. Customer is not entitled to reduce or set-off against any amounts due under the Lease/Rental Agreement for any reason whatsoever.

4. Proprietary Rights. Possession or purchase of the Equipment does not convey any express or implied license to use, and Customer will not receive any right, title or interest in or to, any intellectual property or any proprietary rights embodied in the Equipment. InfuSystem makes no representations regarding its right to lease, rent or sell the products to Customer or Customer's right to resell or use the Equipment.

5. Packaging. The methods of packaging the Equipment, with respect to costs and risk to which the Equipment are subject, will be determined solely by InfuSystem.

6. Shipment. InfuSystem will deliver the Equipment FOB shipping point from InfuSystem's facility. The Invoice will specify whether Customer or InfuSystem will pay all transportation costs of the Equipment. InfuSystem may make partial shipments in its sole discretion. InfuSystem will endeavor to meet the shipping date specified by Customer, but if InfuSystem is unable to meet that date, Customer has no claim for damages resulting from any such delay in delivery.

7. Delivery and Acceptance of Equipment. Acceptance of the Equipment occurs upon delivery.

8. Equipment, Use, Maintenance and Warranties. Except as provided in the last sentence of this Section 8, **INFUSYSTEM IS LEASING/RENTING THE EQUIPMENT TO CUSTOMER "AS-IS" AND DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTERFERENCE AND NON-INFRINGEMENT.** Any other representations or warranties made by any person, including employees or other agents of InfuSystem, that are inconsistent with the Lease/Rental Agreement are not binding upon InfuSystem. InfuSystem hereby assigns and transfers to Customer all manufacturer warranties given to InfuSystem that are assignable. InfuSystem will not be liable to Customer for any breach

of those warranties. Customer will comply with all manufacturer's instructions, requirements and permitted uses with respect to the Equipment. If the Equipment requires maintenance through no fault of Customer, as determined by InfuSystem in InfuSystem's sole discretion, InfuSystem will replace such Equipment at no cost to Customer within a reasonable time from Customer's return of the original Equipment to InfuSystem.

9. Returns (for Rentals only). Except as otherwise agreed by Customer and InfuSystem in writing, in the case of rentals only (not leases), any Equipment that is returned must be returned in saleable condition within seven days from the date of an issued Returned Goods Authorization ("RGA") number. Equipment will not be accepted for return if it is damaged, custom-manufactured for Customer, not rented from InfuSystem, or otherwise incapable of being re-rented by InfuSystem. Returned Equipment must be sent freight prepaid to the appropriate address indicated by InfuSystem's returns department. Any unauthorized returned Equipment will be returned at Customer's expense. Unless otherwise approved by InfuSystem, all returns must be accompanied by a valid RGA Number received from InfuSystem.

10. Liability Limitation. INFUSYSTEM IS NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO CUSTOMER OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE. IN NO EVENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, WILL INFUSYSTEM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR COST OF "COVER" ARISING OUT OF THE SELECTION, ORDERING, PURCHASE, USE, REALE OR DISTRIBUTION OF THE EQUIPMENT, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. IN PARTICULAR, INFUSYSTEM WILL NOT BE LIABLE FOR LOSS OF PROFITS, SAVINGS OR REVENUE; DAMAGE TO REPUTATION; LOSS OF USE OF A PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF SUBSTITUTE GOODS, EQUIPMENT, FACILITIES OR SERVICES; DOWNTIME; OR THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMER'S CUSTOMERS OR PATIENTS, ANY MANUFACTURERS, OR ANY PARTIES ALLEGING INTELLECTUAL PROPERTY RIGHTS IN THE PRODUCTS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. INFUSYSTEM'S LIABILITY IN ALL CASES IS STRICTLY LIMITED TO THE AMOUNT PAID BY BUYER FOR THE LEASE/RENTAL OF THE EQUIPMENT. Any action by Customer against InfuSystem must be commenced within one year after the cause of action arises or be forever barred.

11. Loss or Damage and Insurance. Customer is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Customer until the time it is returned to InfuSystem. Customer will (a) keep the Equipment fully insured against loss, naming InfuSystem as loss payee and (b) obtain a general public liability insurance policy covering both personal injury and property damage in an amount not less than the total of the Rental Payment times the Lease/Rental Agreement term in months (unless InfuSystem notifies Customer of a different amount), naming InfuSystem as additional insured, until Customer has met all of Customer's obligations under the Lease/Rental Agreement. If Customer does not provide InfuSystem with evidence of proper insurance or InfuSystem receives notice of policy cancellation, InfuSystem may (but is not obligated to) obtain insurance to cover InfuSystem's interest in the Equipment at Customer's expense and there will be no deductible. Customer will pay all insurance premiums and related charges thereafter and InfuSystem may add those premiums and charges to each of Customer's invoices.

12. Taxes and Fees. Customer will pay when due, either directly or as reimbursement to InfuSystem, all sales, use, property and other taxes (and any penalties) in connection with its lease/rental and use of the Equipment. InfuSystem may charge Customer a fee for administering property tax filings. Customer will indemnify InfuSystem against the loss of any tax benefits arising out of Customer's acts or omissions.

13. End of Lease Provisions (for Lease to Own only). Provided that no default has occurred and is continuing, upon termination of the "Payment Period" of a Lease to Own (as defined therein), Customer will pay to InfuSystem any final amounts due pursuant to that Lease to Own and InfuSystem will release any security interest, and will transfer to Customer any ownership or other rights, InfuSystem may have in the Equipment. Notwithstanding any provision to the contrary in these Terms, no InfuSystem

warranty will apply to the Equipment upon termination of the Payment Period.

14. Miscellaneous (for Lease to Own only). It is the intent of InfuSystem and Customer that the Lease/Rental Agreement is a true "lease" and a "finance lease" as those terms are defined in Article 2A of the Uniform Commercial Code ("UCC") and not a sale or retention of a security interest. If, notwithstanding that intention, it is determined that the Lease/Rental Agreement is not a true "lease" or that Customer has any right, title or interest in or to the Equipment, Customer grants InfuSystem a first priority security interest in the Equipment and all insurance and other proceeds of the Equipment and authorizes InfuSystem to file one or more UCC financing statements naming Customer as debtor. Customer has selected the supplier and directed InfuSystem to acquire the Equipment from the supplier. Customer is entitled under Article 2A of the UCC to the promises and warranties provided to InfuSystem by the supplier in connection with or as part of the contract by which InfuSystem acquired the Equipment. Customer may communicate with the supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. To the maximum extent permitted by law, Customer waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC, including any right to: (i) cancel or repudiate the Lease/Rental Agreement; (ii) reject or revoke acceptance of the Equipment; (iii) recover damages for any breach of warranty; and (iv) make deductions or set-offs, for any reason, from amounts due InfuSystem under the Lease/Rental Agreement. If any part of the Lease/Rental Agreement is inconsistent with UCC 2A of the UCC, the terms of the Lease/Rental Agreement will govern to the maximum extent permitted by law. InfuSystem may inspect the Equipment during the Payment Period.

15. Customer Representations and Warranties. Customer represents and warrants to InfuSystem that (i) it has full power and authority to enter into the Lease/Rental Agreement and to carry out its terms, (ii) Customer's entry into the Lease/Rental Agreement has been duly authorized, (iii) all information provided by Customer to InfuSystem regarding Customer and Customer's financial condition is true, complete and correct in all respects, and (iv) Customer's execution of, and performance under, the Lease/Rental Agreement does not conflict with or result in a violation or breach of any of Customer's governance documents or any agreement to which Customer is a party.

16. Default and Remedies. If Customer fails to perform any of its obligations under the Lease/Rental Agreement or breaches any representation or warranty of Customer contained herein, Customer will be in default and InfuSystem may, in its sole discretion, do any or all of the following: (i) repossess the Equipment; (ii) accelerate and collect from Customer the sum of (a) all past due Rental Payments and other charges plus (b) the present value (calculated at a discount rate of 3% per annum) of all Rental Payments and other charges due in the future to the end of the Lease/Rental Term, together with (1) interest on such sum until paid at 6% per annum or the maximum rate permitted by applicable law, whichever is less, and (2) InfuSystem's legal and collection costs; and (iii) exercise any other or further legal or equitable remedy InfuSystem may have.

17. Ownership; Labels. Except as provided in Section 13 (for Lease to Own only) the Equipment is, and will at all times be and remain, the sole and exclusive property of InfuSystem; and Customer will have no right, title or interest therein or thereto except as expressly set forth in the Lease/Rental Agreement. Customer will keep the Equipment free and clear of all liens and encumbrances other than those in favor of InfuSystem. Customer will (i) not remove or obscure any InfuSystem labels on the Equipment reflecting InfuSystem's ownership of the Equipment, (ii) keep such labels in good repair and condition, and (iii) provide InfuSystem with an inventory listing of all labeled Equipment upon request.

18. Export. All exports and re-exports of the Equipment are subject to US export control laws and regulations, including the US Export Administration Act and its associated regulations, and may be subject to export or import regulations in countries other than the United States. Accordingly, Customer and its employees will not export or re-export the Equipment without first obtaining an appropriate license, exemption or similar authorization in accordance with all applicable US export control laws or regulations. Customer will not directly or indirectly export or re-export, or otherwise transmit or retransmit, the Equipment or related technical data (or any part thereof) or any service that is directly related to the Equipment, to any country in which such export, re-export, transmission or retransmission is restricted by any applicable US export control laws or regulations without the prior written consent, if required, of the Bureau of Export Administration of the US Department of Commerce or such other government entity as may have jurisdiction over such export, re-export or transmission.

19. Excusable Delays. InfuSystem is not liable or responsible for delay or failure to perform any of InfuSystem's obligations under the Lease/Rental Agreement to make delivery of the Equipment occasioned by (i) any cause beyond its reasonable control, including labor disputes, industry disturbances, fires, unusually severe weather conditions, earthquakes, floods, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, lack of supplies, delay in transportation, governmental, regulatory or legal action, act of God or (ii) by acts or omissions of Customer, including Customer's failure to promptly comply with the terms of payment under the Lease/Rental Agreement ("Excusable Delays"). The date of delivery must be extended for a period equal to the time lost by reason of any Excusable Delay.

20. Indemnification. To the maximum extent allowed by law, Customer will defend, indemnify and hold harmless InfuSystem and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including attorneys' fees) that InfuSystem may incur or be obligated to pay as a result of: (i) Customer's negligence, use, ownership, maintenance, transfer, transportation or disposal of the Equipment, including violations of instructions, requirements and permitted uses; (ii) any claims by any parties to whom Customer has re-let, re-rented or re-leased the Equipment; (iii) any infringement or alleged infringement of the industrial or intellectual property rights of others arising from Customer's plans, specifications (including Customer's trademarks and brand names) or production of the Equipment ordered by Customer; (iv) Customer's violation or alleged violation of any federal, state, county or local laws or regulations, including the laws and regulations governing product import/export, safety, labeling, packaging and labor practices; (v) Customer's breach of the Lease/Rental Agreement; and (vi) Customer's breach of any of the terms, conditions and requirements of the manufacturer.

21. Entire Agreement. The Lease/Rental Agreement constitutes the complete and final agreement between InfuSystem and Customer and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between InfuSystem and Customer, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Lease/Rental Agreement is binding upon InfuSystem unless made in writing and signed by InfuSystem's authorized agent. The Lease/Rental Agreement may not be altered or modified except by written agreement of InfuSystem and Customer.

22. Successors and Assigns. Customer may not transfer, sell, assign, pledge or encumber either the Equipment or any rights under the Lease/Rental Agreement without InfuSystem's prior written consent, and any purported assignment of this Agreement without such prior written consent is void. InfuSystem may sell, assign or transfer the Lease/Rental Agreement, and the new owner will have the same rights and benefits InfuSystem now has and will not have to perform any of InfuSystem's obligations, and the rights of the new owner will not be subject to any claims, defenses, or setoffs that Customer may have against InfuSystem or the Equipment supplier.

23. Governing Law. The validity, construction and performance of the Lease/Rental Agreement will be governed by, and construed in accordance with, the law of the state of Kansas without regard to its conflicts of law provisions. The U.N. Convention on Contracts for the International Sales of Goods does not apply to the Lease/Rental Agreement and all of its terms must be construed in accordance with the Uniform Commercial Code of the State of Kansas.

24. Jurisdiction and Venue. Customer irrevocably submits and agrees to the jurisdiction of the state and federal courts of the state of Kansas in any action, suit or proceeding related to, or in connection with, the Lease/Rental Agreement and, to the maximum extent permitted by law, Customer waives and agrees not to assert as a defense in any such action, suit or proceeding any claim: (i) that InfuSystem is not personally subject to the jurisdiction of the state and federal courts of Kansas; (ii) that the venue of the action, suit or proceeding is improper; (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of the Lease/Rental Agreement may not be enforced in or by the state or federal courts of the state of Kansas. Without prejudice to any other mode of service, Buyer consents to service of process relating to any such proceedings by personal or prepaid mailing (air mail if international) in registered or certified form a copy of the process to Customer at the address set forth in Section 26.

25. Waiver. The waiver by InfuSystem of any breach by Customer of any provision of the Lease/Rental Agreement may not be construed to be either a waiver of the provision itself as to subsequent application or any other provision of the Lease/Rental Agreement.

26. Severability. If any provision of the Lease/Rental Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the

remaining provisions of the Lease/Rental Agreement will remain in full force and effect.

27. Notices. Any notice or other communication regarding the Lease/Rental Agreement must be in writing and delivered in one of the following manners: (i) personally delivered; (ii) transmitted by facsimile (with a receipt acknowledgment); (iii) transmitted by electronic computer mail; (iv) transmitted by a recognized courier service; or (v) mailed (air mail if international) in registered or certified form, to the party to which notice or communication is being given at the following address: (a) if to InfuSystem - First Biomedical, Inc., Attn: Customer Service, 11130 Strang Line Rd., Lenexa, KS 66215, Phone 800-658-5582, Facsimile 913-764-5282; and (b) if to Customer, at its address designated on the face of the Invoice. Except as otherwise specified in the Lease/Rental Agreement, all notices or communications are deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) on the date of transmission if delivered by facsimile, (iii) on the date of transmission if transmitted by electronic computer mail, (iv) one day after pickup by courier if delivered by courier, or (v) five days after mailing if delivered by the postal service. Either party may change its address by notice to the other party.

28. Construction. The headings of the sections in these Terms are provided for convenience only and may not be considered in the interpretation of the Lease/Rental Agreement. The provisions of the Lease/Rental Agreement may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of the Lease/Rental Agreement.

29. Survival. The terms of the Lease/Rental Agreement that by their nature are reasonably intended by the parties to survive its expiration or earlier termination, including Sections 8, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 27 and this Section 28, survive the expiration or termination of the Lease/Rental Agreement.