

## Reconditioned Autoguide Service Options and Pricing

### EXCHANGES/RETURNS

Three service options are available for customers desiring to purchase a reconditioned Autoguide.

- **Exchange:** The customer may elect to receive a reconditioned Autoguide in exchange for their current system. This will result in the customer receiving a system with a new serial number, and will require the return of their system to Sagebrush Technology, Inc.
- **Return:** The customer sends their Autoguide to Sagebrush for full reconditioning and receives the same system back with the original serial number.
- **Loaner:** The customer receives a loaner Autoguide and then sends back their unit for reconditioning. The reconditioned unit is then returned to the customer with the same serial number. The loaner unit is then returned to Sagebrush. The loaner cost is above and beyond that of the reconditioned Autoguide pricing.

### DOCUMENTATION

The following documentation is required/provided as part of any reconditioned Autoguide contract:

- **Liability Waiver** (signed by customer and returned to Sagebrush prior to contract approval)
- **Standard Warranty** (provides standard warranty terms and conditions for reconditioned Autoguides)
- **Return Merchandise Authorization** (an RMA is required for ALL returns to Sagebrush, including both the Autoguide for reconditioning as well as loaner returns)
- **Autoguide Loan Agreement** (for loaner program only)
- **Certificate of Conformance** (provided for all reconditioned Autoguides)

### PRICING

These prices do NOT include shipping. All shipping costs can be pre-paid and added to the invoice, or the customer's shipping account number can be provided.

<b>Loaner Autoguide:</b>	\$ 1,015.00 USD
<b>Reconditioned 12V Autoguide:</b>	\$13,585.00 USD
<b>Reconditioned 24V Autoguide:</b>	\$ 9,375.00 USD



## ACKNOWLEDGEMENT, RELEASE AND INDEMNIFICATION

This Acknowledgement, Release and Indemnification ("Agreement") is given to Sagebrush Technology, Inc., a Delaware corporation ("Sagebrush"), by:

\_\_\_\_\_ of \_\_\_\_\_ ("Agent").

### RECITALS

A. Agent is responsible for arranging for the reconditioning or replacement of the Autoguide,

B. The MammoTest™ biopsy system is an instrument used for the diagnosis of mammary-related diseases manufactured by Fisher Imaging Corporation. As used herein, the term "Mammothest System" refers to the specific MammoTest™ biopsy system.

C. The MammoTest™ biopsy system includes a component known as an autoguide. An autoguide is the electro-mechanical needle positioning component integral to the operation of a MammoTest™ system. The autoguide is not a "finished medical device" within the context of 21 CFR 820.1. Instead, it is considered to be a component of a medical device in that it requires a controller for operation, and a needle assembly for use in conjunction with the MammoTest™ system. As used herein, the term "Autoguide" refers to the specific autoguide that is a component part of the Mammothest System.

D. Sagebrush has been asked to recondition or replace the Autoguide, and is willing to do so, but only upon the terms and conditions of this Agreement.

E. All repairs performed shall use only parts specified by Fischer Imaging, shall be made in accordance with procedures approved by Fischer Imaging, and shall be tested to Fischer's original performance specifications.

F. The Agent understands and intends that the terms and conditions of this Agreement will apply equally to the Autoguide and any replacement.

### AGREEMENTS

In consideration of the undertaking by Sagebrush to recondition or replace the Autoguide, the Agent, for and on behalf of themselves and their respective shareholders, directors, partners, members, officers, managers, employees, agents and representatives, and each of them (individually and collectively, the "Releasing and Indemnifying Parties"), agree as follows:

1. Acknowledgments. The Releasing and Indemnifying Parties acknowledge that:

W:\ Product Documentation\Autoguide OEM\Reconditioned Units\Original Documents\Release and Indemnification v 8.doc

a. Sagebrush will be obligated to recondition or replace the Autoguide only if the Agent or such of them as may be acceptable to Sagebrush, provides or enters into a purchase order or other agreement accepted in writing by Sagebrush for the reconditioning or replacement of the Autoguide.

b. Notwithstanding anything in such purchase order or other agreement to the contrary, Sagebrush's liability with respect or relating to the Mammoth System, the Autoguide or the replacement autoguide is limited to the lesser of (i) any amounts due from Sagebrush under the standard warranty relating to reconditioned or replacement autoguides in use and given by Sagebrush at the time of such purchase order or other agreement (the "Warranty"), or (ii) any amounts paid to Sagebrush in connection with the reconditioning or replacement of the Autoguide.

c. The reconditioning or replacement of the Autoguide constitutes a commercial or industrial transaction.

2. Full, Final and Complete Release. Except if and to the extent related to Claims covered by the Warranty, the Releasing and Indemnifying Parties (each, a "Releasing Party") absolutely and forever release and discharge Sagebrush, its shareholders, directors, officers, employees, agents and representatives, and each of them (each, a "Released Party"), of and from any and all Claims of every kind and nature whatsoever, whether known or unknown, which the Releasing Party currently has, owns or holds or at any time hereafter may have, own or hold, based upon, related to or arising out of any fact or circumstance related in any way to: (i) the Mammoth System, the Autoguide or the replacement autoguide or (ii) the repair or replacement of the Autoguide. "Claim" means any actual or potential right, privilege, entitlement, debt, liability, action, cause of action, suit, demand or claim, or any interest in any of the foregoing, howsoever designated or characterized, including without limitation any related to any obligation which a Released Party owes to any Releasing Party.

3. No Assignment of Claims. Each Releasing Party hereby represents and warrants to each Released Party that it, he or she has not assigned or transferred, nor purported to, and in the future will not, assign or transfer, to any person or entity, any right, title or interest in or to any Released Claim.

4. Indemnification. Except if and to the extent related to Claims covered by the Warranty, the Releasing and Indemnifying Parties (each, an "Indemnifying Party") shall indemnify and hold harmless Sagebrush, its shareholders, directors, officers, employees, agents and representatives, and each of them (each, an "Indemnified Party"), from and against all loss, cost, damage, liability or expense, however denominated, including without limitation court costs and reasonable attorneys' fees, that the Indemnified Party may suffer, pay, experience, or otherwise sustain or incur as a consequence, on account or arising out, of or in connection with any Claim related in any way to the Mammoth System, the Autoguide or the replacement autoguide, including without limitation any based

upon any alleged act, omission or defect in any reconditioning or replacement of the Autoguide, or in the design, manufacture or operation of it or any of its component parts.

5. Jurisdiction and Governing Law. The Releasing and Indemnifying Parties, and each of them, hereby submit to the jurisdiction of, and agree that any Claim relating in any way to this Agreement, the Mammoth System, the Autoguide or the replacement autoguide, against Sagebrush, its shareholders, directors, officers, employees agent or representatives, or any of them, shall be brought only in a federal or state court sitting in Bernalillo County, New Mexico, and further agree that this Agreement shall be governed by the substantive law of the state of New Mexico, without regard to its principles, laws or rulings related to conflict of laws.

6. Voluntary Execution. Each Releasing Party acknowledges that: (i) the provisions of this Agreement and their legal effect are fully understood; (ii) it, he or she has voluntarily executed and delivered this Agreement and (iii) it, he or she has had an opportunity to discuss this Agreement with independent counsel.

Executed this \_\_\_ day of \_\_\_\_\_, 200\_\_ (the "Effective Date").

AGENT

---

## STANDARD WARRANTY

Seller warrants to original equipment manufacturers, distributors and industrial and commercial users of its products that each new product manufactured or supplied by Seller shall be free from defects in materials and workmanship. Seller's sole obligation under this warranty is limited to furnishing without additional charge a replacement for, or at its option, repairing or issuing credit for any product which shall be returned freight prepaid to the plant designated by Seller and which upon inspection is determined by Seller to be defective in materials or workmanship. Complete information as to operating conditions and machine set-up must accompany any product returned for inspection.

The period of the warranty shall be one year from the date of purchase for newly manufactured products. For reconditioned products and repairs to out-of-warranty products, the warranty period shall be 90 days from the date of repair.

The provisions of this warranty shall not apply to any product which has been subjected to misuse, improper operating conditions, machine set-up, or which has been repaired or altered. Seller makes no warranty that its products are fit for the use or purpose to which they may be put by the buyer, whether or not such use or purpose has been disclosed to Seller in specifications or drawings previously or subsequently provided seller, and whether or not seller's products are specifically designed and/or manufactured for this purpose. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's sole liability on any such claim of any kind, whether in contract, tort or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery or use of the products sold hereunder shall in no case exceed the cost of replacement or repairs as provided herein. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. There are no other warranties, expressed or implied, made by Seller except the warranty against defects in materials and workmanship set forth above and neither assumes nor authorizes any other person or Firm to assume for it any other obligations or liability in connection with its products.

## PROPRIETARY RIGHTS

Seller will retain all copyright and other proprietary rights to the product and any additional custom work. The Buyer shall respect the proprietary rights of Seller and shall take measures to prevent unauthorized disclosure of information relating to the product and any additional custom design work. Such information shall not be reproduced, used, or disclosed to any third party by Buyer without the prior written consent of the Seller. Seller shall have the right and authority to use, sell, market, research, and utilize for any other purpose at its sole discretion said product and custom design work without notification or any liability whatsoever, including but not limited to monetary remuneration, to the Buyer.

***See Back of page for Return and Field Service Policies on Warranty or Non-Warranty Repairs.***

5911 Jefferson Street NE Albuquerque, NM 87109 505-299-6623 Fax: 505-298-2072

[www.sagebrushtech.com](http://www.sagebrushtech.com)

## RETURNING GOODS PROCEDURE

Claims for incorrect or defective materials must be received in writing within thirty (30) days from delivery at Buyer's place of business. No units or systems may be returned, in or out of warranty, without first obtaining a return authorization number from the seller, and no claim will be allowed nor credit given for units or systems returned without such approval. When requesting a return authorization, the Buyer must provide a written statement that the units or systems have not been exposed to pathogens or hazardous materials. Where the units or systems have been exposed to pathogens or hazardous materials, it is the responsibility of the Buyer to decontaminate the equipment prior to its return. The request for return authorization must be accompanied by a certification that the unit has been cleaned and decontaminated. In addition, Material Safety Data Sheets must be provided for all hazardous materials to which the unit or system has been exposed. After approval from Seller, the defective system or unit is to be returned to the factory with a written statement of the problem and transportation prepaid (no C.O.D. or collect freight shipments will be accepted). After Seller's in-plant examination, warranty or out-of-warranty status will be determined. If upon examination of such unit or system, warranted defects exist, then the unit or system will be repaired at no charge and shipped prepaid back to the Buyer via common carrier. If an out-of-warranty situation exists, the Buyer shall be notified of the repair cost immediately. At such time, the buyer must issue a purchase order to cover the cost of the repair or authorize the unit or system to be shipped back as is, at the Buyer's cost.

All items repaired shall be warranted for the specific repair for 60 days or the expiration of the original warranty period, whichever is greater.

## FIELD SERVICE POLICY

If the system or unit cannot be made functional by no-charge telephone assistance or purchased replacement parts, and cannot be returned to the Seller's factory for repair, then the following field service policy will apply:

Seller will provide an on-site field service representative in a reasonable amount of time, provided that the Buyer issues a bona fide purchase order to Seller covering all transportation and subsistence costs and the prevailing cost per hour (eight-hour minimum) including travel time necessary to complete the repair, regardless of warranty determination. If the Seller's field service representative determines during his on-site repair that the system or unit's problem is not warranty-related, then the prevailing service charge per hour (eight-hour minimum) shall be assessed against the issued purchase order.

## Autoguide Loan Agreement

We are offering you the loan of a reconditioned Autoguide unit as described below for use while your Autoguide is being reconditioned. Autoguide loans are subject to the following conditions:

Customer agrees to pay \$1,015.00 USD for the use of a loaner Autoguide. This fee covers cleaning of the Autoguide upon return, normal wear and tear, and the administrative costs of the loaner program.

Customer will provide Sagebrush Technology with a purchase order in the amount shown or a signed Visa/MasterCard authorization form\* via fax (505-298-2072).

Customer will be responsible for the cost of shipping the Autoguide to and from their facility. The cost will be invoiced at the time of shipment or charged to the credit card account if no shipper account is available.

Customer agrees to return the loaner Autoguide to Sagebrush Technology within 7 days of receiving their reconditioned Autoguide.

Customer agrees the Autoguide will be returned in the shipping case provided. The Autoguide will be surface-cleaned, dried, and enclosed in the bio-Hazard bag (provided) prior to its return.

Customer agrees to pay for additional repair costs if the unit is returned damaged, whether accidental, or due to neglect, abuse, or overload.

Upon receipt of a completed reconditioning document package and a purchase order or credit card authorization, Sagebrush will ship the Autoguide per your instructions or best available carrier.

We are in agreement with the terms listed above.

Company Name: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_