

TERMS AND CONDITIONS OF LEASE/RENTAL

1. Terms. These Terms and Conditions ("Terms") and the corresponding Invoice govern the lease/rental of the "Equipment" First Biomedical, Inc. or any of its affiliates (individually or in the aggregate "Lessor") to Lessee/Renter ("Lessee") regardless of whether Lessee leases/rents the Equipment without a purchase order, through the medium of written purchase orders or electronic orders (collectively, "Purchase Order") and are a binding contract between Lessor and Lessee (the "Lease/Rental Agreement"). In case of a conflict between these Terms or the Invoice and the Purchase Order, or in the absence thereof, these Terms or the Invoice prevail except where Lessor has expressly agreed to the conflicting term in the Purchase Order in its acceptance or order acknowledgment. In case of a conflict between the Purchase Order and Lessors' 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. Lessee agrees to lease/rent from Lessor the infusion pumps listed on the Invoice and/or any attached Schedule ("Equipment"). If this is a lease, Lessee may not cancel this Lease/Rental Agreement during the lease term. If this is a rental, Lessee may cancel this Lease/Rental Agreement any time after 7 days, and shall be responsible for all rental fees through the date of cancellation or for 7 days, whichever is longer. Lessee promises to pay Lessor the monthly lease/rental ("Rental Payment") stated in the Invoice. Lessee agrees to pay Lessor a documentation fee if required by Lessor. When a payment is not received when due, Lessee agrees to pay Lessor a late charge of ten percent (10%) of each late payment or \$25.00 per pump leased/rented, whichever is greater. Lessor may charge Lessee a fee for any check that is returned. Lessee acknowledges that no one, including the equipment supplier, has been authorized by Lessor to waive or change any term or condition of this Lease/Rental Agreement. Lessee acknowledges the Equipment will be used for the purpose of infusion of medication pursuant to prescription. The Equipment shall not be used for personal, family or household purposes. Lessee acknowledges receipt of a copy of this Lease/Rental Agreement and acknowledges that Lessee has selected the Equipment and reviewed the supply contract under which Lessor will obtain the Equipment.

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

4. Proprietary Rights. Possession or purchase of the Equipment does not convey any express or implied license in the Equipment and Lessee shall not receive any rights, title or interest in and/or to any intellectual property, or any proprietary rights embodied in the Equipment. Lessor makes no representations regarding its right to lease, rent or sell the products to Lessee or Lessee'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, shall be determined solely by Lessor. Acceptance of the Equipment occurs upon delivery. Delivery and installation costs are Lessee's responsibility.

6. Shipment. Lessor will deliver the Equipment FOB shipping point from Lessor's facility. The Invoice shall specify whether Lessee or Lessor shall pay all transportation costs of the Equipment. Lessor may make partial shipments at its sole discretion. Lessor shall endeavor to meet the shipping date specified by Lessee, but time is not of the essence. If Lessor is unable to meet that date, Lessee 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. LESSOR IS LEASING/RENTING THE EQUIPMENT TO LESSEE "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lessor hereby assigns and transfers to Lessee all manufacturer warranties given to Lessor that are assignable. Lessor shall not be liable to Lessee for any breach of those warranties. Lessee shall comply with all manufacturer's instructions, requirements and permitted uses. In the event Lessee violates any such instructions, requirements or permitted uses, Lessee shall indemnify and hold Lessor harmless from any claims resulting from such violation. If the Equipment requires maintenance through no fault of Lessee, as determined by Lessor in Lessor's sole discretion, Lessor shall replace such Equipment at no cost to Lessee within a reasonable time from Lessee's return of the original Equipment to Lessor. **LESSOR IS NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO LESSEE OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE. LESSEE SHALL DEFEND LESSOR AND HOLD IT HARMLESS FROM ANY CLAIMS FOR LOSSES OR INJURIES CAUSED BY THE EQUIPMENT AND ANY COSTS OR ATTORNEY FEES RELATIVE TO THOSE CLAIMS. IN NO EVENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, WILL LESSOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR COST OF "COVER" ARISING OUT OF THE SELECTION, ORDERING, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE EQUIPMENT/PRODUCTS COVERED HEREBY, OR OTHERWISE, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, LESSOR 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 ANY SUBSTITUTE GOODS, EQUIPMENT, FACILITIES OR SERVICES; DOWNTIME; AND THE CLAIMS OF THIRD PARTIES INCLUDING LESSEE'S CUSTOMERS OR PATIENTS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. ANY LIABILITY OF LESSEE RESULTING FROM THIS LEASE SHALL BE LIMITED TO THE PAYMENTS MADE BY LESSEE TO LESSOR PURSUANT TO THIS LEASE/RENTAL AGREEMENT.

9. Returns (for Rentals only). In the case of rentals only (not leases), any Equipment which is returned must be returned in saleable condition within 7 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 Lessee; not rented from Lessor or otherwise incapable of being re-rented by Lessor. Returned Equipment must be sent freight prepaid to the appropriate address indicated by Lessor's returns department. Any unauthorized returned Equipment will be returned at Lessee's expense. All returns must be accompanied by a valid RGA Number received from Lessor.

10. Liability Limitation. IN NO EVENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR COST OF "COVER" ARISING OUT OF THE SELECTION, ORDERING, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE EQUIPMENT, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. IN PARTICULAR, LESSOR SHALL 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, WITHOUT LIMITATIONS, LESSEE'S CUSTOMERS OR PATIENTS, ANY MANUFACTURERS, OR ANY PARTIES ALLEGING INTELLECTUAL PROPERTY RIGHTS IN THE PRODUCTS. LESSOR'S LIABILITY IN ALL CASES IS STRICTLY LIMITED TO THE AMOUNT PAID BY BUYER FOR THE LEASE/RENTAL OF THE EQUIPMENT.

11. Loss or Damage and Insurance. Lessee 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 Lessee until the time it is returned to Lessor. Lessee shall (a) keep the Equipment fully insured against loss, naming Lessor 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 Lessor tells Lessee a different amount), naming Lessor as additional insured, until Lessee has met all of Lessee's obligations under this Agreement. If Lessee does not provide Lessor with evidence of proper insurance or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance to cover Lessor's interest in the Equipment at Lessee's expense and there will be no deductible. Lessee will pay all insurance premiums and related charges thereafter and may be added to each of Lessee's invoices. Lessor is not responsible for any losses or injuries caused by the Equipment and Lessee will reimburse Lessor and defend Lessor against any such claims. This indemnity will continue after the termination of this Lease/Rental Agreement.

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

13. End of Lease Provisions (for EZ Own only). Provided Lessee is not in default, upon expiration of a Lease with a set Dollar Purchase Provision or if the purchase provision is stated as a percentage, Lessee shall purchase the Equipment at the end of the lease term for such amount plus any applicable taxes and an end of Lease processing fee of up to \$50.00 and Lessor will release any security interest Lessor may have in the Equipment; Lessee does not have the option to return the Equipment. If the purchase provision stated provides for a fair market value purchase provision and provided Lessee is not in default, Lessee has the option to (a) purchase the Equipment for its fair market value (Lessor shall determine fair market value of the Equipment in its sole judgment), (b) subject to Lessor's approval, re-lease the Equipment for one additional 12-month term at the fair market rental value, as determined by Lessor in its sole judgment, or (c) return the Equipment to Lessor to a location designated by Lessor. If Rent is to be paid on a monthly basis, such prior written notice shall be provided to the Lessor no later than 90 days (but no earlier than 180 days) prior to the end of the lease term. If no "default" has occurred and is continuing under this Lease/Rental Agreement, and if Lessee fails to provide such prior written notice within the time specified above, the lease term shall be automatically extended for a term of 12 months ("the Renewal Term"). The lease term shall thereafter be automatically and continually renewed for additional renewal terms but may be terminated by the Lessee by way of written notice from Lessee to Lessor (a "Renewal Termination Notice"). Termination of a Renewal Term shall be effective 12 months after Lessor's receipt of Lessee's Renewal Termination Notice. If Lessee elects to purchase the Equipment, upon payment of the agreed-upon pricing, including all sales tax and other applicable taxes, Lessor will transfer the Equipment to Lessee **AS IS-WHERE IS, WITHOUT ANY REPRESENTATION OR WARRANTY. IN SUCH EVENT, THE EQUIPMENT**

SHALL BE FURTHER SUBJECT TO THE TERMS AND CONDITIONS OF SALE PROVIDED TO LESSEE WITH THIS LEASE.

14. Miscellaneous (for EZ Own only). This is a finance agreement as defined in Article 2A of the Uniform Commercial Code ("UCC") and is not a loan or installment sale. Lessee grants Lessor a first priority security interest in the Equipment and authorizes Lessor to file UCC financing statements (in case this Lease/Rental Agreement is later determined not to be a finance agreement). Lessee agrees this is a finance agreement under Article 2A of the UCC and agrees to waive any and all rights and remedies granted to Lessee under Sections 2A-508 through 2A-522 of the UCC, including any right to: (a) cancel this Lease/Rental Agreement; (b) reject tender of the Equipment; (c) revoke acceptance of the Equipment; (d) recover damages for any breach of warranty; and (e) make deductions or set-offs, for any reason, from amounts due Lessor under this Lease/Rental Agreement. If any part of this Lease/Rental Agreement is inconsistent with UCC 2A, the terms of this Lease/Rental Agreement will govern. Lessor may inspect the Equipment during the Lease/Rental Agreement term. This Lease/Rental Agreement was made in Kansas, is to be performed in Kansas and shall be governed and construed in accordance with the laws of Kansas. Lessee agrees to submit the original master lease documents with the security deposit to Lessor or its assignee via overnight courier the same day of the facsimile transmission of the lease documents. Should Lessor fail to receive these originals, Lessee agrees to be bound by the faxed copy of this agreement with appropriate signatures on the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this agreement and the faxed copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 9.

15. Default and Remedies. If Lessee does not pay Lessor as agreed or fails to perform any other term of this Lease/Rental Agreement, Lessee will be in default and Lessee agrees that Lessor may, in its sole discretion, do any or all of the following: (a) repossess the Equipment, (b) sue Lessee for all past due Rental Payments and other charges and all Rental Payments and other charges due in the future to the end of the Lease/Rental Term, plus its legal and collection costs, and (c) exercise any other or further legal or equitable remedy Lessor may have.

16. Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease/Rental Agreement.

17. Export. All exports and re-exports of the Equipment are subject to US export control laws and regulations, including without limitation 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, Lessee and its employees shall 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. Lessee agrees that it 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 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.

18. Excusable Delays. Lessor is not liable or responsible for delay or failure to perform any of Lessor's obligations under the Lease/Rental Agreement to make delivery of the Equipment occasioned by (i) any cause beyond its reasonable control, including, without limitation, 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 Lessee, including, but not limited to, Lessee'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 of the Excusable Delays.

19. Indemnification. To the maximum extent allowed by law, Lessee must defend, indemnify and hold harmless Lessor 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 Lessor may incur or be obligated to pay as a result of (i) Lessee's negligence, use, ownership, maintenance, transfer, transportation or disposal of the Equipment; (ii) any claims by any parties to whom Lessee has re-let, re-rented or re-leased the Equipment; (iii) any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Lessee's plans, specifications (including Lessee's trademarks and brand names) or production of the Equipment ordered by Lessee; (iv) Lessee's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product import/export, safety, labeling, packaging and labor practices; (v) Lessee's breach of the Lease/Rental Agreement and (vi) Lessee's breach of any of the terms, conditions and requirements of the manufacturer.

20. Entire Agreement. The Lease/Rental Agreement comprises the complete and final agreement between Lessor and Lessee and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between Lessor and Lessee, 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 Lessor unless made in writing and

signed by Lessor's authorized agent. The Lease/Rental Agreement may not be altered or modified except by written agreement of Lessor and Lessee. Any other representations or warranties made by any person, including employees or other agents of Lessor, that are inconsistent with the Lease/Rental Agreement are not binding upon Lessor. If any model or sample were shown to Lessee, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the Equipment would necessarily conform to the model or sample.

21. Successors and Assigns. Lessee may not transfer, sell, assign, pledge or encumber either the Equipment or any rights under this Lease/Rental Agreement without Lessor's prior written consent. Lessee agrees that Lessor may sell, assign or transfer the Lease/Rental Agreement, and the new owner will have the same rights and benefits Lessor now has and will not have to perform any of Lessor's obligations, and the rights of the new owner will not be subject to any claims, defenses, or setoffs that Lessee may have against Lessor or the Equipment supplier. Any action by Lessee against Lessor must be commenced within one year after the cause of action arises or be forever barred. Lessor may assign its obligations and rights under this Rental/Sales Agreement in its sole discretion.

22. Governing Law. The validity, construction and performance of the Lease/Rental Agreement shall 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.

23. Jurisdiction and Venue. Lessee 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 extent permitted by applicable law, Lessee waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (i) that Lessor 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 Lessee at the address set forth in Section 26.

24. Waiver. The waiver by Lessor of any breach by Lessee 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.

25. 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 remain in full force and effect.

26. 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 Lessor - For First Biomedical, Inc.: Attention Customer Service, 11130 Strang Line Rd., Lenexa, KS 66215, Phone 800-658-5582, Facsimile 913-764-5282, and for InfuSystem, Inc.: Attention Customer Service, 31700 Research Park Drive, Madison Heights, MI 48071, Phone 800-962-9656, Facsimile 248-658-6471;; and (b) If to Lessee, 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.

27. 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.

28. 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, but not limited to, Sections 8, 10, 11, 12, 13, 14, 15, 19, 22, 23, 27 and this Section 28, survive the expiration or termination of the Lease/Rental Agreement.