

EQUIPMENT RENTAL / LEASE / SALES AGREEMENT

This Equipment Lease (this "Lease") is made effective as of ___/___/___, between OPI Medical / Oxygen Parts Inc. (the "Lessor"), 11320 HWY 620 N, Austin, Texas 78726, and

Name: _____

Address: _____

Phone: _____

Email: _____

Notes: _____

(the "Lessee"), and states the agreement of the parties as follows:

EQUIPMENT SUBJECT TO LEASE. The Lessor shall lease(rent) the equipment listed on the attached Exhibit "A".

Lessor is responsible for contacting (OPI Medical) Oxygen Parts Inc when equipment is ready for return. Failure to contact for return can and will incur additional rental charges.

PAYMENT TERMS. Minimum rental / lease period is one week. The total rental / lease or purchase payment, based on a rate of (See Schedule "A") plus shipping or related Service Charges, depending on model per week of use, is due and payable at the time the equipment is Leased, delivered or picked up for use.(rent/sale). Any Additional Charges will be computed from the effective date of this Lease until the equipment is returned. See Exhibit "A".

SERVICE CHARGE. If any rent / lease installment is not paid within 2 day(s) after the due date, the Lessee shall pay to the Lessor a service charge of \$50.00. Unless Specified by Both Parties in Writing on Notes on Exhibit "A".

NON-SUFFICIENT FUNDS. The Lessee shall be charged \$50.00 for each check that is returned to the Lessor for lack of sufficient funds.

SECURITY DEPOSIT for Rental / Lease In addition to the payment charge, the Lessee shall pay a security deposit of value of equipment leased (See Schedule "A") at the time

that this Lease/Rental is signed. Any amounts refundable to the Lessee shall be paid within 3 day(s) after this Lease is terminated, subject to the option of the Lessor to apply it against Lease charges and damages. The security deposit shall not bear interest.

LEASE TERM. This Lease (rental) shall begin on the above effective date and shall terminate on ___/___/___, unless otherwise terminated in a manner consistent with the terms of this Lease.

LOCATION OF EQUIPMENT. The equipment shall be located(Above Location on Lease) or (Where Traveling), during the lease term, and shall not be removed from that location without the Lessor's prior written consent.

CARE AND OPERATION OF EQUIPMENT. The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

ALTERATIONS. Lessee shall make no alterations to the equipment without the prior written consent of the Lessor. All alterations shall be the property of the Lessor and subject to the terms of this Lease(rental).

MAINTENANCE AND REPAIR. The Lessee shall maintain, at the Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items.

LESSOR'S RIGHT OF INSPECTION. The Lessor shall have the right to inspect the equipment during Lessee's normal business hours.

RETURN OF EQUIPMENT. At the end of the Lease term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense.

OPTION TO RENEW. If the Lessee is not in default upon the expiration of this lease(rental), the Lessee shall have the option to renew this Lease(rental) for a similar term on such terms as the parties may agree at the time of such renewal.

OPTION TO PURCHASE. If the Lessee is not in default under this Lease, the Lessee shall have the option to purchase items of equipment at the end of the lease term for the price specified for such items of equipment in the attached Equipment Schedule. The Lessee shall exercise this option by providing written notice to the Lessor of such intent at least 1 day or per request prior to the end of the lease(rental) term.

ACCEPTANCE OF EQUIPMENT. The Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee shall immediately notify the Lessor of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Lessee fails to provide such notice before accepting delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule.

OWNERSHIP AND STATUS OF EQUIPMENT. The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Lessor shall be deemed to have retained title to the equipment at all times, unless the Lessor transfers the title by sale. The Lessee shall immediately advise the Lessor regarding any notice of any claim, levy, lien, or legal process issued against the equipment. (exception on equipment purchases)

WARRANTY. The Lessor warrants that the above property is in good working condition, but makes no further warranties, express or implied.

RISK OF LOSS OR DAMAGE. The Lessee assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear, unless otherwise provided in this Lease.

INDEMNITY OF LESSOR FOR LOSS OR DAMAGES. Unless otherwise provided in this Lease, if the equipment is damaged or lost, the Lessor shall have the option of requiring the Lessee to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Lessor and subject to this Lease.

LIABILITY AND INDEMNITY. Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Lease is the obligation of the Lessee, and the Lessee shall indemnify and hold the Lessor harmless from and against all such liability.

CASUALTY INSURANCE. The Lessee shall insure the equipment in an amount sufficient to cover the replacement cost of the equipment, or security deposit of purchase amount. (See Schedule "A")

DEFAULT. The occurrence of any of the following shall constitute a default under this Lease:

- A. The failure to make a required payment under this Lease when due.

- B. The violation of any other provision or requirement that is not corrected within 1 day(s) after written notice of the violation is given.
- C. The insolvency or bankruptcy of the Lessee.
- D. The subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

RIGHTS ON DEFAULT. In addition to any other rights afforded the Lessor by law, if the Lessee is in default under this Lease, without notice to or demand on the Lessee, the Lessor may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Lessee responsible for any deficiency. The rights and remedies of the Lessor provided by law and this Agreement shall be cumulative in nature. The Lessor shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

NOTICE. All notices required or permitted under this Lease(rental) shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Lease(rental).

ASSIGNMENT. The Lessee shall not assign or sublet any interest in this Lease or the equipment or permit the equipment to be used by anyone other than the Lessee or Lessee's employees, without Lessor's prior written consent.

ENTIRE AGREEMENT AND MODIFICATION. This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between the parties.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Texas.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CERTIFICATION. Lessee certifies that the application, statements, trade references, and financial reports submitted to Lessor are true and correct and any material misrepresentation will constitute a default under this Lease.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

SIGNATORIES. This Lease shall be on behalf of OPI Medical Oxygen Parts Inc.

and by: _____ who takes equipment understanding its operation and use.

shall be effective as of the date first above written.

LESSEE: OPI Medical Oxygen Parts Inc has provided Equipment in Working Order With User Manual.

LESSOR: Acknowledgement and Agreement for All Above:

By: _____

Equipment Schedule
Exhibit "A" Charges and Cost

Equipment Description: Precision Medical EasyPulse POC3 Model Number 4130PEB or POC5 Model Model PM4150PEB Basic System

Basic System Includes:

- 1 EasyPulse POC W/ Push Button Model W/Internal Battery Oxygen Concentrator
- 1 AC Charger Power Supply
- 1 DC Charger Power Supply
- 1 External Battery
- 1 Carry Bag/Backpack
- 1 Cannula
- 1 User Manual

Additional Products _____

Purchase Price _____ Plus any additional batteries, accessories, Shipping and Service Charges

Initials for cost _____ and unit Serial Number _____

Equipment Description: OxyGo Model Inogen Gen 3 or OxyGoFit Inogen Gen 4 Basic System

Basic System Includes:

- 1 OxyGo or OxyGoFit Portable Oxygen Concentrator
- 1 AC Charger Power Supply
- 1 DC Charger Power Supply
- 1 Accessory Bag
- 1 Single Battery
- 1 Carry Bag & Cannula
- 1 User Manual

Additional Products _____

Purchase Price _____ Plus any additional batteries, accessories, Shipping and Service Charges

Initials for cost _____ and unit Serial Number _____

Equipment Description: O2 Concepts Oxlife Independence Basic System

Basic System Includes:

- 1 Oxlife Independence Trans-Portable Oxygen Concentrator
- 1 AC Charger Power Supply
- 1 DC Charger Power Supply
- 1 Accessory Bag
- 2 Single Battery
- 1 Cover Wheel Chair Bag & Cannula
- 1 User Manual

Additional Products _____

Purchase Price _____ Plus any additional batteries, accessories, Shipping and Service Charges

Initials for cost _____ and unit Serial Number _____

Equipment Description: Precision Medical TOC Basic System

Basic System Includes:

- 1 TOC Trans-Portable Oxygen Concentrator
- 1 AC Charger Power Supply
- 1 DC Charger Power Supply
- 1 Accessory Bag
- 1 Single Battery
- 1 Cannula
- 1 User Manual

Additional Products _____

Purchase Price _____ Plus any additional batteries, accessories, Shipping and Service Charges

Initials for cost _____ and unit Serial Number _____