

CONSIGNMENT & REPAIR CONTRACT

Agreement made this _____ day of the month of _____ 200__ by and between _____ (Consignor) located at _____ and Resonance Innovations LLC (consignee) located at 10957 Lake Ridge Dr. Omaha, NE 68136.

Recitals

Consignee exhibits and sells MRI coils; consignor owns the MRI coils listed in the List of Inventory (the "MRI coils") and desires to exhibit and sell the same; Therefore, the parties agree as follows:

1. Scope of Agency. The consignor appoints the consignee to act as consignor's exclusive sales agent in the following geographic area: world-wide via Web advertisement for the exhibition and sale of MRI coils. This consignee agency shall cover only MRI coils submitted by the consignor while this agreement is in force. The consignee shall document receipt of all MRI coils consigned.

2. Consignment of Inventory. Consignee accepts on consignment, the MRI coils listed on the List of Inventory (Exhibit A) attached to this agreement. Additional lists may be incorporated into this agreement if signed by both parties. Consignee agrees to repair and refurbish said coils, at consignee's expense, such that coils appear in good condition and are warranted to operate on the appropriate MRI scanner.

3. Pricing and Terms of Payment. The consignee shall sell the MRI coils at a reasonable price that the market will bear after the consignee has added repairs, refurbishment, and consignee's warranty to the coil. The consignee and the consignor agree that the consignee's commission is to be as indicated in paragraph 11.

4. Discounts. The net sales price, including discounts, is at the sole discretion of the Consignee. It is in the interest of both parties to sell the inventory at the highest possible price and shortest possible time and discretion is given to the consignee to make that judgment.

5. Payment. The consignee shall pay the consignor all proceeds due the consignor within forty days of sale of any of consignor's MRI coils.

6. Accounting. The Consignee shall furnish the consignor with an accounting every three months. Accounting shall identify each MRI coil sold during the accounting period and the location of all MRI coils consigned to the consignee that have not been sold. A complete and final accounting shall be provided in the event of termination of this agreement.

7. Approval Sales. The consignee shall not permit any MRI coils to remain in the possession of client for a period exceeding forty days unless such MRI coil(s) is purchased and fully paid for by client, or unless consignor provides prior written approval.

8. In the event of no-sale. Consignor recognizes that consignee has added value through expenditures to the coil(s) consigned, and they are now operable and more marketable. If the coils do not sell within the first 180 day period of this agreement, then consignee has the option of purchasing the coil(s) from consignor at the salvage price (indicated in Attachment

B) or any price mutually agreed upon by consignor and consignee. Should consignor not agree to sell the coil to consignee, and consignee no longer wishes to list and sell the coil, and consignor desires that the coil is returned, consignor must pay consignee the repair/refurbishment fees as agreed to in Attachment B prior to the return of the coil to consignor.

7. Fiduciary Responsibilities. Title to each of the MRI coils shall remain in the consignor's name until the consignor has been paid in full. Upon payment, title then passes to the purchaser. The consignee shall pay all amounts due to the consignor before any proceeds of sales can be made available to any and all creditors of the consignee. In the event that the coil(s) is not sold: 1) both parties must agree to an extension, or 2) consignor must agree to sell the coil to consignee at the minimum price indicated as the salvage price in attachment B or other mutually agreed upon price, or 3) consignor must pay consignee for the repairs and refurbishments annotated in attachment B and consignee then returns the coil(s) to consignor.

8. Loss or Damage. The consignee shall be strictly liable for loss or damage to any consigned MRI coils from the date of delivery to the consignee until the MRI coil(s) is returned to the consignor (shipped FOB Omaha, NE) or delivered to a purchaser. In the event of loss or damage that cannot be repaired, the consignor shall receive the same amount as the repair/refurbishment price indicated in attachment B.

9. Insurance. The consignee shall insure the MRI coils for the greater of its full selling price (if sold) or the repair/refurbishment price (if not sold) in attachment B. In the event an insurance claim is made, the consignee shall pay all deductibles.

10. Transportation of MRI coils. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the MRI coils:

- A. From the consignor to consignee shall be borne by the consignor
- B. From the consignee to the consignor shall be borne by the consignee
- C. From the consignee to any point other than the consignor shall be borne by the consignee

The consignee is also responsible for storing and using custom-made boxes or shipping containers made specifically for MRI coils.

11. Commission. If the consignee sells any MRI coils directly to a purchaser through contacts established initially through the consignor, then the consignee shall be entitled to a commission of the greater of 30 % percent of the sale price of the MRI coils or the repair and warranty costs associated with the coils as indicated in Exhibit B. If the consignee's agency is exclusive, then the consignee shall receive a commission of the greater of 40 % percent of the sale price of the MRI coils or the repair and warranty costs associated with the coils as indicated in Exhibit B. Both parties must agree to any change to the consignee's commission in advance.

12. Promotion. The consignee shall use its best efforts to promote, display and sell MRI coils. The consignee shall include the consignor's name on the bill of sale for any MRI coils sold by the consignee unless otherwise requested by consignor to stay anonymous.

15. Security Interest. Title to and a security interest in any MRI coils consigned or proceeds of sale under this agreement are reserved to the consignor. The MRI coils shall not be subject to claims by the consignee's creditors. In the event of the purchase of any MRI coils by a party other than the consignee, title shall pass directly from the consignor to the

purchasing party. In the event of a purchase of any MRI coils by the consignee, title shall pass only upon full payment to the consignor of all sums due hereunder. The consignee acknowledges that it has rights only to the repair/refurbishment value, as indicated in attachment B, to any of consignor's MRI coils in its possession for which the consignor may be liable.

16. Duration and Termination of Consignment. The consignor and the consignee agree that the initial term of consignment for the MRI coils shall continue until 180 days past the receipt of the coil(s) by Consignee, and that the consignor will not ask for return of the MRI coils prior to this date unless the agreement is breached by the consignee. On or about the 180-day mark above, Consignee shall have the option of either extending the consignment period or purchasing the coil(s) from consignor at the salvage price or any price mutually agreed upon by consignor and consignee. Should consignor not agree to sell the coil to consignee, and consignee no longer wishes to list and sell the coil, and consignor desires that the coil is returned, consignor must pay consignee the repair/refurbishment fees as agreed to in Attachment B prior to the return of the coil to consignor.

If the agreement is extended, it shall continue until written notification of termination from either party to the other. Within thirty days of the termination notification, all accounts shall be settled and all unsold MRI coils shall be returned to the consignor at the consignee's expense. The agreement shall automatically terminate if the consignee becomes bankrupt or insolvent, or breaches the agreement.

17. Miscellany. All modifications, deletions or additions to this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties hereto.

18. Governing Law. This agreement shall be governed by and in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date below.

Consignor: _____(print)

Company Name (if any):

Authorized Signature

Title _____

Date _____

Consignee: _____(print)

Authorized Signature

Title _____

Date _____

APPENDIX: LIST OF INVENTORY for consignment of all MRI coils.

The consignor should fill out form in triplicate. Keep one copy for the consignor's records.

Send a copy to the consignee with the MRI coils and fax or e-mail additional copy so consignee is expecting the box or boxes. Consignee should sign and return one copy to the consignor and keep one copy for their records.

LIST OF INVENTORY ON CONSIGNMENT - Attachment A

This is to acknowledge receipt of the following MRI coils on consignment.

Description	Model No.	Manufacturer	# of items
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

Consignee acknowledges receipt of MRI coils listed above.

Consignee Name: Resonance Innovations LLC
Address 10957 Lake Ridge Dr., Omaha, NE 68136
Phone 402 934 2650
Fax 402 778 9699
E-mail info@scanmed.com

Authorized Signature _____

Name _____
Title _____ Date _____

Consignor _____
Address _____
Phone _____
Fax _____
E-mail _____