

ProCare Medical

healthcare solutions ²

Buyer and Seller agree that the following terms and conditions are expressly made as part of the contract between Seller and Buyer.

Delivery

Seller will use its reasonable efforts to adhere to the delivery schedule specified in Buyer's order, except as otherwise stated on the Purchase Order Form. Notwithstanding the foregoing, however, Seller shall not be liable for any loss or damage caused by failure or delay in the fulfillment or performance of this contract. If hindered or prevented, directly or indirectly, by causes beyond Seller's reasonable control, including, but not limited to: strikes, lock-outs, or other labor disputes, fire, flood, windstorm or other acts of God, war, riots, embargoes or other manufacture, assembly, service and transportation contingencies, inability to secure labor, materials, parts or reasonable substitutes therefore, orders, action, or inaction of any government agency or authority, domestic or foreign, including but not limited to the United States Customs Bureau: or any other cause whatsoever beyond the reasonable control of the Seller. In no event will the Seller be liable for any special, indirect, incidental or consequential damages. Pricing guarantee of equipment is based on "agreed upon delivery schedules." Changes in delivery schedules by Buyer will be cause for renegotiation of equipment pricing.

Taxes

Buyer will reimburse Seller for retailer's Sales tax, use tax or any other federal, state, local or foreign taxes, if any, which Seller must at any time, either pay or be required to collect in connection with the transaction.

Prices

All shipments are FOB origin, unless specified differently in the shipping terms appearing on the Purchase Order Form, and are subject to change without notice. Any costs of delivery to a carrier, and other handling expenses, will be added to the stated price. Stated prices include domestic packaging only. Separate charges for packages for export shipment will be added to standard prices.

Terms of Payment

All payments are net fifteen (15) days not subject to any cash discount, and shall be made in legal currency of the United States of Seller's address, as set forth on the Purchase Order Form. Any unpaid amount not received when due shall bear a penalty fee at the rate of one and one quarter percent (1.25%) per month beginning on the first day on which payment becomes past due. If Seller, in its sole determination, deems it necessary to institute legal action or collection agency action to enforce collection of any aforesaid amount past due and interest, Buyer agrees to pay all collection costs and attorney fees, if any.

Parts Orders

- Replacement Parts - Non-expendable parts replaced under warranty will be warranted for the remainder of the original warranty period.
- Electrical & Electronic Parts – ProCare Medical Company does not warrant electrical and electronic parts that are not installed by a ProCare Medical factory representative. Examples are: PC Boards, Electro-mechanical components, sensors, LED's, microprocessors, harnesses, motors, etc. These parts cannot be accepted for return and credit unless they are received in the original sealed package unopened within 30 days from date of shipment.
- Service Labor Charge – Non-expendable and electrical/electronic parts replaced by ProCare Medical factory representative is covered for 90 days from date of installation against failure in material and workmanship. Non-expendable parts installed by non-authorized personnel are warranted for 30 days from date of shipment (Exception: electrical/electronic components, no warranty).

Seller's Warranties

Except for any expressed warranties specified in Seller's printed materials accompanying or describing product, Seller makes no warranties expressed or implied, including but not limited to warranties of MERCHANTABILITY or FITNESS FOR PARTICULAR PURPOSE.

Returns

If a product is returned to ProCare Medical without a return authorization number (or without prior authorization), ProCare Medical reserves the right to accept the products and charge a 30% restocking fee, or refuse the product(s).

- Equipment Returns – ProCare Medical strives to provide the best products to our customers. If a customer is dissatisfied with their product(s), they must receive a return authorization number from ProCare Medical. A 10% restocking fee or a maximum of \$500.00 will be charged back to the customer. In addition, the customer will be responsible for all freight and re-crating expenses. After a satisfactory inspection of the equipment, ProCare Medical will issue a full credit to your account, minus the above applicable fees.
- Parts Return – If a customer is dissatisfied with their product(s), they must receive a return authorization number from ProCare Medical. A 10% restocking fee or minimum of \$25.00 will be charged back to the customer. In addition, the customer will be responsible for all freight expenses. After a satisfactory inspection of the equipment, ProCare Medical will issue a full credit to your account, minus the above applicable fees.

Claims

Any claims for errors, shortages, defective goods or allowances must be called in to ProCare Medical within 48 hours as well as made in writing within ten (10) calendar days after Buyer's receipt of the goods. The packing slip must be returned with the written claim. Failure to comply with the foregoing shall be deemed acceptance of the goods. No return of the goods will be permitted unless specific authority and shipping instructions for returning goods have been obtained from Seller in writing. Claims for damage in transit must be made by Buyer to the carrier immediately upon receipt of goods.

Cancellation

Orders accepted by Seller are not subject to cancellation except with Seller's written consent. Orders for equipment cancelled after 30 days from placement of purchase order will be subject to a 10% cancellation fee. No change or waiver of any condition shall be effective unless in writing and signed by one of Seller's Officers.

Governing Law

This contract, having been a form in the laws of the Commonwealth of PA, including, but not limited to the provisions of the Uniform Commercial Code as adopted in the Commonwealth of PA, shall govern the rights and duties of Buyer and Seller.

Governing Terms

The terms and conditions set forth on this form constitute the entire contract between Buyer and Seller and no changes or waiver of any such terms, shall be effective unless in writing and signed by an authorized Officer of Seller.