

Terms and Conditions of Sale

1.0 EXCHANGE POLICY

- 1.1. **All Exchanges require a valid RMA (Return Material Authorization) number.** RMA numbers valid for exchange parts only will be issued at the time of sale.
- 1.2. Exchange parts are identified at the time of sale and noted on all invoices.
- 1.3. A "Like and Repairable" part must be received at the ReMedPar facility, within 20 days of the date of shipment. If an exchange part is not received at the ReMedPar facility within 20 days of the date of shipment, the customer will be Additional Billed.
- 1.4. If the exchange received is not a "Like and Repairable" part, written notification will be sent to the customer requesting them to provide a "Like and Repairable" part within 5 calendar days. If one is not received within 5 days, the customer will be Additional Billed. The original part received may be returned at customer's request and expense, or it will become the property of ReMedPar after 20 days.
- 1.5. **Additional Billing** – Failure to return an exchange part within 20 days from the original date of shipment will result in an Additional Billing. The Additional Billing will be calculated as the difference between the OEM Outright price and the Purchase Price or at ReMedPar's discretion.
- 1.6. **Additional Billing Credit** – If the exchange part is returned within 60 days from the original date of shipment, a credit equal to 50% of the Additional Bill will be issued. No credit to the Additional Bill will be issued for parts received after 60 days of the original date of shipment.

2.0 RESTOCK POLICY

- 2.1. ReMedPar allows the restocking of parts up to 20 days from original date of shipment.
- 2.2. No restock credit will be issued for Consumable parts with a purchase price of \$500 or less. Consumable parts are identified at the time of sale and noted on all invoices.
- 2.3. **All Restocks require a valid RMA number to be requested within 15 days of the original shipment date.** Please contact the ReMedPar Customer Service Staff to obtain an RMA number valid for restocks only prior to returning product.
- 2.4. All Restock parts returned without a Restock RMA number will be processed as an Exchange part.
- 2.5. If the part is returned within 20 days from the original date of shipment, the following Restock credit will apply:
 - Un-Opened.....75% (Restock Fee 25%)
 - Opened.....70% (Restock Fee 30%)
 - After 20 Days.....No Credit; Part processed as an Exchange

3.0 WARRANTY POLICY

- ReMedPar warrants its product against any defects or malfunctions for 90 days unless otherwise specified at the time of sale. Details of warranties for X-ray tubes and ultrasound transducers will be made available at the time of order or by inquiry to ReMedPar. This warranty is void if the serial number has been altered or removed from the product. If the failure of the product is a result of accident, abuse, misapplication or Acts of God, ReMedPar shall have no responsibility under this warranty policy. Warranty terms and credit terms are as follows:
- 3.1. **All warranty claims require a valid RMA (Return Material Authorization) number valid for warranty only to be requested within 90 days of the original shipment date or as stated at the time of sale.** Please contact the ReMedPar Customer Service Staff to obtain an RMA number prior to returning product.
 - 3.2. Warranty Credit will only be issued when a warranty replacement has been ordered. Warranty returns without a warranty re-order will be credited 70% (30% No Re-Order Fee) subject to contingencies stated in this policy.
 - 3.3. All warranty parts must be returned to ReMedPar within 100 days of the original shipment date.

- 3.4. All warranty parts returned without an RMA number will be processed as an Exchange part and no credit will be issued.
- 3.5. All warranty claims will undergo a technical review validation, and credit will only be issued on valid and approved warranty claims.
- 3.6. **Warranty Credit** – Credit for a **valid** warranty claim will be issued as follows:
 - Part received within 100 days
Of original shipment date.....100% credit

 - Part received within 120 days
of original shipment date.....50% credit

 - Part received after 120 days of
original shipment date.....No credit issued

 - Invalid warranty (determined by
a technical review).....Received as an Open Restock

4.0 LIMITED WARRANTY

REMEDPAR warrants that the Parts (other than X ray tubes and ultrasound transducers) will meet manufacture specifications during the applicable Warranty Period, defined above. Warranties for any other Parts, if any, are exclusively those offered by the manufacturer or refurbisher of such Parts. Except for the warranties described above, all Parts are sold AS IS, and WITH ALL FAULTS, and REMEDPAR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PARTS SOLD UNDER THIS POLICY AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.0 LIMITATION OF LIABILITY

REMEDPAR'S TOTAL LIABILITY FOR ANY CLAIM UNDER THIS POLICY IS LIMITED TO THE PRICE OF THE PART(S) WHICH ARE THE BASIS FOR SUCH CLAIM, REGARDLESS OF WHETHER SUCH CLAIM IS MADE AT LAW, IN TORT, IN CONTRACT OR PURSUANT TO ANY OTHER THEORY, INCLUDING STRICT LIABILITY. NEITHER REMEDPAR NOR CUSTOMER WILL HAVE ANY LIABILITY TO THE OTHER FOR PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS OR REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. THE TRANSACTION DESCRIBED IN AND THOSE OCCURRING PURSUANT TO THIS POLICY ARE EACH COMMERCIAL TRANSACTIONS. ANY ACTION RELATED TO THIS POLICY SHALL BE BASED SOLELY ON COMMERCIAL LAW PRINCIPLES. NEITHER PARTY SHALL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER ARISING FROM THIS POLICY OR TRANSACTIONS OCCURRING PURSUANT HERETO.

6.0 SHIPMENT AND RISK OF LOSS

Unless otherwise stated, all Parts shall be shipped FOB ReMedPar's shipping dock, with prepaid freight at Customer's expense, and title and risk of loss shall pass to Customer at that point. Unless otherwise agreed, ReMedPar shall select carriers.

7.0 RETURN SHIPPING

ALL PARTS MUST BE RETURNED TO REMEDPAR TO INSURE PROPER CREDIT.

All Returns Must be Shipped to:

**ReMedPar
101 Old Stone Bridge
Goodlettsville, TN 37072**