

TERMS AND CONDITIONS

Prices: Subject to change without notice (see separate price list currently in effect).

Terms: Net 30 days.
Service charge of 1¹/₂% per month on all balances which are 30 days past due.

Minimum: Minimum invoice amount is \$25.00.
Indicate Anesthesia Associates product catalog number on your purchase order.

Shipping Point: All merchandise is sold F.O.B. San Marcos, California.
Under the terms of F.O.B. San Marcos, California, all goods become the property of the customer upon transfer to freight carrier. The customer is responsible for movement of goods and transportation costs, and any loss and / or damage which is incurred after goods have been released from point of departure. Anesthesia Associates will assist in any way possible in the event of loss or damage to merchandise and a subsequent claim is necessary against the carrier, but the responsibility for reporting such loss or damage and filing any claims remains with the customer.

Air and truck shipments are on a collect freight charge basis (unless otherwise requested).

UPS, FedEx, Parcel Post, or any special shipments are prepaid and are added to invoice billing.

Merchandise Returns: Merchandise may not be returned or will not be accepted for credit or exchange without prior authorization and a Anesthesia Associates returned goods authorization number.

In requesting authorization for return, provide your purchase order number, Anesthesia Associates' invoice number and reason for return.

All returns are subject to 25% restocking charge unless due to defective product, in which case the merchandise will be replaced.

Shipping charges must be prepaid on all returns.

The following list of merchandise is not eligible for return unless proven defective:

1. Specially ordered or produced items.
2. Sterile or rubber goods.
3. Used merchandise or products not in original shipping containers.
4. Merchandise held over thirty (30) days from shipment.
5. Merchandise which has been altered or abused in any way.

Repair Estimates: Requests for estimates on Respirometer repairs or any other item which requires disassembly in order to diagnose the required parts and labor for repairs, will be charged at \$20.00 per unit.

PRODUCT WARRANTY

Warranty Limitation of Liability. For a period of one (1) year from the date of shipment of Seller's products hereunder, Seller warrants that, except for rubber, plastic, or other similar materials, at the time of shipment the products conform to the description on the face of the shipper. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The liability for products covered by this warranty is limited solely to replacing, repairing, or issuing credit for; at the discretion of Seller, the parts that are found during the warranty period to have been damaged or defective upon shipment, provided that Seller will not be liable under this warranty unless (i) Seller is promptly notified in writing by Buyer upon discovery of such damage or defect; (ii) the defective unit or part is returned to Seller; transportation charges prepaid by Buyer; (iii) the defective unit or part is received by Seller for adjustment no later than four weeks following the last day of warranty period; and (iv) Seller's examination of such unit or part shall disclose, to its satisfaction, that such defects or failures have not been caused by misuse, neglect, improper installation, unauthorized repair or alteration or accident. If the equipment manufactured by Seller consists primarily of parts manufactured by others, Seller will only make available for the Buyer's benefit those warranties which Seller has received from third party manufacturers. Any authorization of Seller for repair or alteration by the Buyer must be in writing to prevent voiding this warranty.

SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, NOR SHALL BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE PRESENCE OR USE OF ANY OF SELLER'S PRODUCTS, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES. Determination of the suitability of any of Seller's products furnished hereunder for the use contemplated by Buyer is the sole responsibility of Buyer and Seller shall have no responsibility in connection therewith. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of the use or possession of Seller's products. The warranty as hereinabove set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise to grow out of, the renderings of technical advice or service in connection with Buyer's order or the products furnished hereunder.

REPAIR WARRANTY: Customers can submit certain products to Anesthesia Associates for repair regardless of the seller. Anesthesia Associates warrants for 90 days from the date of shipment of the repaired item that repairs performed are sufficient and adequate to allow normal use of the product. Anesthesia Associates must be notified of repair failures within the 90 day period, and is not responsible for failures caused by misuse, neglect, improper installation, unauthorized repair or alteration, accident, or failure of parts outside those repaired.