

Focus Medical Terms and Conditions

1. **ACCEPTANCE:** This sales order is made under the terms and conditions set forth herein shall be applicable thereto. Any provisions on Buyer's purchase order or other documents issued by Buyer which are at variance with or in addition to these terms and conditions are rejected hereby. All contracts and orders are subject to approval and acceptance in writing by seller or at its Connecticut office.
2. **PRICES:** Prices are net and are not subject to trade or other discounts, and do not include any federal, state, county, local or other taxes, however designated, or costs of special packaging and insurance. Said charges, when applicable, shall be paid by Buyer.
Unless requested by Buyer, Seller shall have no obligation to obtain insurance for Buyer. However, Seller may obtain insurance at Buyer's expense for C.O.D. shipments.
3. **PAYMENT:** Payment for products and all other charges shall be made in full within terms stated on the sales order, unless otherwise specified. If, in the judgment of Seller, the financial condition of Buyer at any time does not justify shipment on the terms of payment originally specified, Seller may require full or partial payment in advance or may ship C.O.D. In the event of the bankruptcy or insolvency of the Buyer, whether or not under the Federal bankruptcy laws, the Seller may, at its option, stop delivery of goods in transit, reclaim the goods upon demand, or cancel or resell any order then outstanding and be entitled to reimbursement for all cancellation or resale charges.
4. **ACCEPTANCE:** For the purchase of components, supplies and accessories up to 30 days are allowed for acceptance of the product. When purchasing laser systems (including all accessories, supplies and components included with the purchase of a system) acceptance is final after installation of the system is complete and the customer signs off on the delivery of the system. In the event of non-acceptance, the Buyer must immediately notify the Seller of the reasons. The Seller may repair or replace or credit the Seller the purchase price at the Seller's option.
The Buyer will pay any shipping charges to return the unit, and the Seller will pay for re-shipment if applicable. After acceptance or after 30 days (whichever comes first), the invoiced amount shall not be subject to set-offs for any claims by Buyer against Seller, including any claims for products returned by Buyer for repair or correction of defects. If the involved amount or any part thereof is not paid by Buyer when due, Buyer hereby agrees to pay Seller interest at the rate of eighteen percent (18%) per annum on all such amounts from the date due until paid. If shipments are delayed by Buyer, payments shall become due on the date Seller is prepared to make shipment. Products held for Buyer shall be at the expense of Buyer.
5. **CANCELATION OR RETURNED GOODS:** If a sales order is canceled or the goods are returned to the Seller a restocking fee of 20% of the price of the goods in question will be due to the Seller.
6. **FAIR LABOR STANDARDS ACT:** Seller certifies that products furnished hereunder have been or will be produced in compliance with applicable requirements of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued there under.
7. **WARRANTY:** For a warranty period as specified in the product warranty, products are warranted against defects in material and workmanship. The warranty does not cover abuse, alterations, improper application or installation, accident or negligence in use, storage or handling, or exceeding ratings.
To initiate a warranty claim, Buyer must notify the Seller. Return authorization must be granted by Seller. Unauthorized returns will be refused. Product shall be returned to the Seller with transportation and insurance prepaid by Buyer. If the Seller determines that the product is not defective or that the Seller is not liable for the defect, the Buyer will be notified; thereafter, the Seller will repair or replace the product upon Buyer's written consent and at prevailing prices.
This warranty applies only to the original buyer and is not transferable except at the discretion of the Seller. Repairs and replacements made under this warranty are not warranted beyond the remainder of the warranty period.
Buyer's sole and exclusive remedy with respect to the Warranty given by Seller shall be strictly limited, at Seller's sole election, to the remedy or remedies provided for in the product Warranty.
THERE ARE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE WARRANT OR CONTRACT INCORPORATING THESE TERMS AND CONDITIONS.
8. **TRANSLATION OF LABELING:** The Seller provides all product labeling in English. If the Buyer requests translation of the product labeling the Seller will provide translation of needed product labeling for a fee. Please note that the original labeling takes precedence when there is a discrepancy between the translated labeling and the original product labeling.