

ORION MEDICAL SUPPLY, INC.
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TERMS & CONDITIONS

TERMS - Open account terms will be granted to qualified customers upon credit approval. Open accounts are offered payment terms of NET 30 Days from the date of invoice by ORION Medical Supply, Inc. Past due invoices are subject to a service charge of 1.5% per month (18% annually). If a customer is delinquent in paying of any invoices, ORION Medical Supply, Inc. reserves the right to decline or cancel shipments on future orders until all delinquent sums are paid in full.

PAYMENT - All payments must be made in US Dollars. A \$25 service charge will be assessed on all returned checks. If you have not been granted Open Account status, your payment options are C.O.D. or Credit Card (ORION Medical Supply, Inc. accepts VISA, MasterCard & American Express).

- C.O.D. payments must be made by cash, cashiers check or money order for the full amount of the order plus freight charges, as well as a minimum \$7.50 UPS C.O.D. charge.

- Credit Card payments - If you select this payment option you will be required to complete a credit card authorization form provided by ORION Medical Supply, Inc. to be kept on file, or you can provide the card number, cardholder name as it appears on the card, and expiration date for each transaction.

SHIPPING & FREIGHT - Orders are shipped F.O.B. Destination. Whenever possible, merchandise will be shipped by UPS or Parcel Post. It is our service policy to process and ship orders the same day we receive them. Most orders are shipped complete within 48 hours. If an item is backordered, it will be shipped to you immediately upon our receipt. If you require a rush delivery, your order can be shipped UPS 2nd Day, UPS Next Day or US Postal Service Express-Air Mail provided UPS or the Post Office offers this service to your location. The cost of freight will be added to your invoice. ORION Medical Supply, Inc. shall not be liable for any losses which result from manufacturer's delay or failure to deliver goods or other failure to perform as a result of fires, strikes, floods, earthquakes, delays in transportation, shortages of fuel or labor, or any other cause beyond the reasonable control of ORION Medical Supply, Inc.

RETURN POLICY - Return merchandise will not be accepted without prior authorization from ORION Medical Supply, Inc. Requests for return must be placed within three (3) business days of receiving merchandise from ORION Medical Supply, Inc. A 20% restocking charge will be processed for authorized returns relating to Customer preference. Merchandise returned for credit must be in original packaging and in re-sellable condition. Items purchased on a competitive bid and sterile products ordered incorrectly by the customer do not qualify for return. Any pulling or shipping errors made by ORION Medical Supply, Inc. will be corrected promptly at no charge to the customer. Any damage related to packing by ORION Medical Supply, Inc. will be remedied by issuing credit or replacing the product. Special Order products are only eligible for return if the manufacturer allows returns. **Please see copy of Returns Policy for details.

DAMAGED ITEMS - If there is damage to your shipment, please contact the carrier that delivered your order for an inspection of the damage. Please save all boxes and packing material to assist with the inspection. ORION Medical Supply, Inc. is not responsible for any losses related to damage by the shipper.

WARRANTIES - ANY WARRANTIES ON THE GOODS OR EQUIPMENT SOLD HEREBY ARE LIMITED TO THOSE MADE BY THE MANUFACTURER. ORION MEDICAL SUPPLY, INC. HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE GOODS OR EQUIPMENT. ORION MEDICAL SUPPLY, INC. MAY, AT ITS OPTION, REPLACE OR GIVE CREDIT FOR ANY DEFECTIVE GOODS OR EQUIPMENT. IN NO EVENT SHALL ORION MEDICAL SUPPLY, INC. BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER EXPENSES INCURRED BY CUSTOMER AS A RESULT OF ANY DEFECTIVE GOODS OR EQUIPMENT.

JURISDICTION AND VENUE - These credit terms shall be construed under and governed by the laws of the state of Washington with venue exclusively in Clark County.

Signed By*

Title

*Must be signed by an Owner or Officer of the company