

# TERMS AND CONDITIONS

## PRICING

The current price list supersedes all previous price lists. Orders will be priced according to the prices prevailing at the time the order is received by Pedigo. All prices are subject to change without notice.

## PAYMENT TERMS

All invoices are payable net 30 days from date of invoice unless otherwise stated on the invoice. In the event that invoices are not paid when due, buyer hereby agrees to pay an amount equal to 1½% of the invoice total for each month past the date on which payment was due. Buyer further agrees to pay all reasonable attorney's fees and costs incurred by Pedigo to collect any invoice not paid when due.

## TAXES

When applicable, the amount of any sales, use, or occupational taxes will be computed on the invoiced price of all items purchased, at date of shipment, and will be added to the invoice.

## FREIGHT

Prices quoted are FOB Destination, freight prepaid and added to the invoice, unless otherwise stated.

## ACCEPTANCE

All orders are subject to approval and acceptance by Pedigo.

The right is reserved to make improvements in the construction, or modify the design and specifications, of any item produced or sold by Pedigo.

## CREDIT

Pedigo reserves the right to refuse orders, suspend credit and cancel unfilled orders when credit conditions of a customer warrant such action.

## SPECIAL REQUESTS

Any special request to adapt standard Pedigo items to customer specifications will be chargeable according to prearranged agreement. Such items are not returnable.

## SHIPMENT, DAMAGES AND DELAYS

Unless your order specifies the type of delivery service and carrier information you prefer, your order will be shipped by the most economical means available to Pedigo.

If shipping on customer (or third party) account, delivery to the carrier shall constitute delivery by Pedigo to the customer. Pedigo's responsibility ends when the carrier accepts the shipment in good order. If a shipment is lost or damaged, the purchaser shall make the claim directly upon the carrier. All merchandise must be unpacked and inspected within five days after receipt. Any damage must be reported to the carrier within that period. Pedigo assumes no responsibility or liability for unforeseen delays in delivery, either by Pedigo or by the carrier.

## WARRANTY

Unless otherwise stated, Pedigo equipment is warranted to be free from defects in material and workmanship under normal use and conditions. Pedigo will repair or replace defective equipment without charge, provided the equipment has not been abused or repair attempted by the user. Other restrictions may apply. Warranty period varies by

product line. Complete copies of warranties available upon request. Notwithstanding anything else in these terms and conditions or otherwise, Pedigo will not be liable with respect to the products under any contract, negligence, strict liability or other legal or equitable theory (i) for any amount in excess of the purchase price for the defective product or (ii) for any general, consequential, punitive, incidental or special damages. These include but are not limited to interruption of use, lost profits, the cost of the installation or removal of any products, the installation of replacement products, and any inspection, testing, or redesign caused by any defect or by the repair or replacement of products arising from a defect in any product. This section does not limit liability for bodily injury of a person.

## RETURNED GOODS POLICY

Merchandise is returnable for credit only with a Pedigo Returned Material Authorization (RMA) number issued by Pedigo Customer Service in Vancouver, Washington. Pedigo Customer Service will make the determination if the request for return product is within existing policy and if so, issue an RMA number.

Returns may not be authorized by and are not to be given to your Pedigo Sales Representative, as representatives are not authorized to accept returns for credit.

Goods must be shipped prepaid to Pedigo in Vancouver, Washington. The RMA number must be written on the outside of the package and clearly noted on the internal paperwork. Merchandise returned without an RMA number may be returned to the customer at the customer's expense.

Goods must be received by Pedigo in new, resalable condition. Any necessary repairs will be deducted from the credit memo. If packaging materials are required for the return, the cost of those materials will be deducted from the credit memo.

Outbound freight charges, either invoiced as a separate line item or included in the product selling price, are not credited back. If included in the product selling price, the freight portion of the selling price will be deducted from the credit memo.

Returned goods are subject to a 25% restocking charge.

Credits will be issued in the form of a credit to the customer's account. Cash refunds are not provided.

In general, the following items are non-returnable:

1. Merchandise held longer than 60 days.
2. Products that have been put into use, etched or labeled by the customer.
3. Products that are damaged or not cleaned and disinfected prior to return.
4. Items of special design or modified per customer request or specifications.
5. Items that were specially ordered by Pedigo.
6. Items that are configured to order such as but not limited to CDS carts and tables, O.R. cabinets, warming cabinets and stretchers.
7. Parts and accessories.
8. Discontinued products or products of previous design.
9. Mattress pads that have been used.
10. Sterilized or lot numbered items, or items with expiration dates.

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