

## **SUMMARY OF STANDARD TERMS & CONDITIONS**

### **I. PAYMENT TERMS:**

Standard terms are Net 15 days of OAC from the date of shipment. After 30 days any unpaid balances bear a service charge equal to 1 ½% per month (18% per annum) until the balance is paid in full. Credit cards will be charged upon invoice of shipments.

### **II. CREDIT TERMS:**

If the buyer fails to fulfill the terms of payment, or if at any time, Salus Medical has any doubt as to the buyer's financial responsibility or ability to pay, Salus Medical maintains the right to defer further shipments except against cash or satisfactory security.

### **III. FREIGHT:**

Orders under \$500.00 will be charged the cost of ground shipping. Orders over \$500.00 will ship free via ground shipping and do not include products that are excessive in weight or require overnight shipping. Products that are excessive in weight which include all iv fluids, liquids, other fluids or carry a hazard classification or med-surg products that are in large packaged cases or are excessive in weight or size are shipped separately ground only and customers are charged for that ground shipping charge and shipped separately. Refrigerated products that must be shipped over night are also charged for cost of shipping and shipped separately. Refrigerated items will be shipped Monday through Wednesday. Next Day Air shipments requested by customer will be charged freight. Orders received after 12 noon will be shipped the next business day, Monday through Friday. We are closed on Saturday and Sunday.

### **IV. PRICES:**

It is our policy to avoid price increases as much as possible. The prices of products are routinely adjusted not more than two times a fiscal year. Single-source products may be adjusted more often due to frequent and unpredictable manufacturer price increases. All prices, however, are subject to change without notice. Orders accepted for shipment prior to any price adjustments shall be invoiced at the prices in effect at the time of acceptance.

### **V. MINIMUM ORDERS:**

Salus Medical does not have a minimum amount. Our customers may place orders for any number of units that they require.

### **VI. QUOTATIONS:**

Written price quotations shall become void unless accepted by the buyer within 30 days, or unless sooner rescinded by Salus Medical, LLC.

### **VII. PERFORMANCE:**

Salus Medical shall not be liable for any loss by a buyer for Salus Medical's failure to perform, including but not limited to material shortages, government regulations, inability to maintain proper licensing, or delays in transportation.

## **RETURN POLICY**

### **I. RETURNABLE ITEMS:**

Product must be in sealed, original container that is in re-saleable condition and must be accompanied by a Return Authorization Form or Destruction Authorization Form. Short dated product or product exceeding their expiration date may receive no credit or may be subject to a re-stocking fee and/or destruction fee.

#### **A. ITEMS FOR DESTRUCTION:**

All items for destruction due to expiration, damage by fire, smoke, water or other adverse environmental conditions must be accompanied by a fully itemized destruction authorization form and may be subject to a destruction fee.

#### **B. SPECIAL ORDERED or NON STOCK ITEMS:**

All items considered being “special order” or “non-stock” must be authorized for return by a Purchasing Manager prior to returning and must be accompanied by a return authorization sheet. All said products may be subject to a re- stocking fee.

### **II. NON RETURNABLE ITEMS:**

Product returned without approved authorization. Products in un-saleable condition i.e. broken seals opened or soiled packages, price labels or any other markings. Product that has been discontinued or sold to on a non-returnable basis (unapproved Special Order or Non-Stock Items.) Product involved in bankruptcy sales.

### **III. TRANSPORTATION OF RETURNED GOODS:**

For all product ordered in error by customer, expired product or product being destroyed; transportation will be prepaid by customer. Salus Medical will incur all shipping charges when order entry error has occurred, ordered product was damaged during shipping or when product ordered has been recalled by manufacturer.

### **IV. DAMAGED ITEMS:**

All products, which have been damaged during shipping, being returned to Salus Medical must be accompanied by a signed invoice.

### **V. TERMS OF RETURN POLICY:**

If any shortage or damage is discovered notify delivering carrier at once for exceptions on freight bill or inspection report. Damage or shortage via parcel post, notify shipper at once, within 72 hours. Credit will be issued only on items that were listed on the return authorization form. Credit will be issued based upon the actual purchase price. Salus Medical will use fair and equal judgment in their right to approve or deny any return authorization. All returns or destructions of product may be subject to a re-stocking fee.

### **VI. RETURNS ARE TO BE SENT TO:** **Salus Medical, LLC.** **2202 W. Lone Cactus Dr. Suite 15** **Phoenix, AZ 85027**