

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. <u>CREDIT TERMS</u>:

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 \$300.00 will be charged \$12.50 minimum order fee. Same day order additions under \$300.00 will be charged \$6.25 fee. Orders over \$300.00 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 packaged in large 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. Orders for Refrigerated products under \$300.00 that must be shipped over night will be charged a fee of \$12.50 or \$20.00, depending on its destination. Refrigerated items will be shipped Monday through Wednesday. Next Day Air shipments requested by customer will be charged freight. Delivery dates and times are not guaranteed on express shipments. 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. OUOTATIONS:

Written price quotations shall become void unless accepted by the buyer within 30 days, or unless sooner rescinded by Salus Medical, LLC.

VII. <u>PERFORMANCE</u>:

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.

VIII. FUEL SURCHARGE:

All orders are subject to a \$3.50 fuel surcharge that will appear as a separate line item on your invoice.



RETURN POLICY

I. <u>RETURNABLE ITEMS</u>:

Only products purchased directly from Salus Medical are eligible for return. Returnable products must be in their sealed, original container and must be accompanied by a Return 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 conditions must be authorized for return by the Purchasing Manager prior to returning and must be accompanied by a Return Authorization Form and may be subject to a destruction fee.

B. SPECIAL ORDERED, NON-STOCK OR MIS-ORDERED PRODUCTS:

All items considered "special order, non-stock or mis-ordered" must be authorized for return by the Purchasing Manager prior to returning and must be accompanied by a Return Authorization Form. All said products may be subject to a re-stocking fee. Salus Medical is not responsible for mis-ordered products or products that the Customer no longer needs.

II. RE-STOCKING OR DESTRUCTION FEES:

- **A.** Re-stocking fee is equal to 20% of the original invoiced price.
- **B.** Destruction fee is equal to 10% of the original invoiced price.

III. NON-RETURNABLE ITEMS:

Product returned without approved authorization. Refrigerated products, including but not limited to, vaccines and/or biological products. Drop shipped products, products in un-saleable condition e.g., 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.

IV. 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.

V. <u>DAMAGED ITEMS</u>:

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

VI. TERMS OF RETURN POLICY:

If any shortage or damage is discovered notify Salus Medical and Delivering Carrier for exceptions on freight bill or inspection report. Damage or shortage on any shipment must be reported within 72 hours to Salus Medical. 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.

VII. RETURNS ARE TO BE SENT TO: Salus Medical, LLC.

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