

CREDIT CARD AUTHORIZATION FORM

THIS AUTHORIZES WESTERN MEDICAL INC TO USE THIS CREDIT CARD NUMBER FOR PAYMENT OF CHARGES DUE WHEN INVOICE NOT PAID WITHIN TERMS.

Company name: _____

Name on card: _____

Address pertaining to card: _____

City: _____ State: _____ Zip: _____

Card #: _____

Card type (circle): VISA MC AMEX

Expiration Date: _____ Security Code: _____

In the event where the full invoice amount is not paid within terms (net 30), Western Medical reserves the right to apply the invoice amount to the credit card provided after 35 days (5 day grace period). Western will charge a fee equal to 2.5% of the invoice amount when the card is charged at the end of the 35 days.*

Authorized representative: _____ Position: _____

Signature: _____

Email address: _____

Phone: _____

Date: _____

PLEASE COMPLETE AND SEND TO:

FAX: 360-859-3558

E-mail: orders@westernmedicalinc.com

Western Medical Inc

107 E 7th St Vancouver, WA 98660 360-718-2862

www.westernmedicalinc.com

***No fee will be charged if a credit card is used when placing an order.**

TERMS & CONDITIONS

TERMS/PAYMENT - Open account terms will be granted to qualified customers upon credit approval. Payment terms for open accounts are NET 30 Days from the date of purchase. Past due invoices are subject to a service charge of 2.5% per month. For delinquent accounts, Western Medical Inc. reserves the right to decline or cancel shipments on future orders until all delinquent invoices are paid in full. A \$25 service charge will be assessed on all returned checks. In the event where the full invoice amount is not paid within terms (net 30), Western Medical reserves the right to apply the invoice amount to the required credit card provided (see account authorization form) after 35 days (5 day grace period). Western will charge a fee equal to 2.5% of the invoice amount when the card is charged at the end of the 35 days.

SHIPPING & FREIGHT - Orders are primarily shipped F.O.B. Destination using FEDEX or USPS. Orders are typically processed and shipped the same day when received by 2:00 pm Pacific Time. Western Medical Inc. shall not be liable for any losses which result from manufacturer's delay or delays in transportation for whatever reason that are caused and beyond the control of Western Medical Inc.

RETURN POLICY

All product returns must have a Return Authorization Number and will be valid for 30 days.

Non-returnable Items

Items, including their packaging, showing visible signs of wear are non-returnable and non-refundable with the exception of defective items under warranty. No credit will be issued for obsolete or otherwise non-saleable merchandise, including outdated packaging and items worn by the customer.

Non-warranty Returns

Non-warranty returns in original, unused condition will be accepted within 3 months from the date of purchase and will be subject to a 15% restocking fee. The restocking fee may be higher for special-order items.

Warranty Returns

Western Medical Inc. will not accept items for return that have been worn by the customer, with the exception of defective items under manufacturer warranty. Western Medical Inc. will always defer to the manufacturer's warranty policy.

The following information is required to obtain a return authorization from Western Medical Inc. Customer Service –

- Full description of merchandise including item number
- Complete reason for return
- Sales Order, Invoice, or Purchase Order Number

Additional information may be needed if required by manufacturer.

MAP PRICING

MAP pricing for Western Medical’s key products (EXP PRO, CPAP Comfort Cover, Nuwave) must be maintained as published by Western Medical Inc. All advertised prices must be at or above MAP for Company Products. Resellers are also responsible for ensuring that Company Products are at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list. Company’s MAP policy for all Products and Services apply to advertising placements, including but not limited to: print ads, broadcast (radio and TV), direct mail, faxes, internet placements on resellers own website, and any flyers, posters or coupons. Resellers are not permitted to place products on third party sites such as Amazon, Wall Mart.com, Ebay, etc unless provided express written consent by Company. From time to time, Company may permit resellers to advertise these products at prices lower than the MAP price. In such events, Company reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time (ie. Black Friday, Cyber Monday, etc,) by providing advance notice to all resellers of such.

WARRANTIES

ANY WARRANTIES ON THE GOODS OR EQUIPMENT SOLD HEREBY ARE LIMITED TO THOSE MADE BY THE MANUFACTURER. WESTERN MEDICAL INC HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND REPLACE OR GIVE CREDIT FOR ANY DEFECTIVE GOODS OR EQUIPMENT. IN NO EVENT SHALL WESTERN MEDICAL 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 terms shall be construed under and governed by the laws of the state of Washington, Clark County.

Company Officer	Title	Date
Printed Name		

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