

## RELIANCE EQUIPMENT TERMS

**PRICING:** Prices for Reliance equipment are quoted on an F.O.B. basis. Prices include standard packaging, but DO NOT include installation. All orders accepted for future delivery will be billed at prices prevailing on date of shipment. Prices are subject to change without notice at the company's discretion. A cancellation fee of 15% will be applied to any order requested to be cancelled after it has reached the production cycle. Minimum order accepted is \$30.

**SHIPMENT:** All goods are shipped F.O.B., Mason, OH and become the property of the purchaser upon receipt of the shipment by the carrier. Unless otherwise specified, all orders are shipped, freight prepaid, via the most economical surface method, with shipping charges added to the invoice.

**PAYMENT TERMS:** Invoice payments are due in full in U.S. dollars in thirty (30) days from the date of invoice at Bryan Medical Inc., 5725 Dragon Way, Suite 300, Cincinnati, OH 45227.

**LIMITED WARRANTY:** The Reliance product must be used only for the purposes and in the manner descried in the literature distributed with the product. The products are warranted against defective materials and workmanship for the period set forth in the warranty provided with each product. Products, or parts thereof, will be repaired or replaced as required at Reliance's option. Such repair or replacement shall be the sole remedy under this warranty. This warranty extends only to the original purchase from Bryan Medical Inc. and is subject to the following conditions:

- The warranty card must be completed and returned to Bryan Medical Inc. within two (2) weeks from the date of installation.
- Installation and servicing of the products must be performed by trained authorized Reliance equipment dealer service personnel in accordance with the appropriate instruction manual for the products.
- The products have not sustained breakage or other type damage due to accident or misuse.
- This warranty will not apply to Reliance products which have had the serial number removed, altered or effaced.

"EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, BRYAN MEDICAL INC. DOES NOT GRANT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR USE."

Bryan Medical Inc. neither assumes nor authorizes any person to assume for it, any other liability in connection with the sale and use of its products.

REMEDIES ARE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF PARTS. BRYAN MEDICAL INC. EXPRESSLY DISCLAIMS LIABILTY FOR INCIDENTIAL OR CONSEQUENTIAL DAMAGE RESULTING FROM THE USE OF THE EQUIPMENT.

Claims covered by this warranty will be honored when presented with one (1) month from discovery of a defect. **RETURNED GOODS:** No goods or equipment may be returned to Bryan Medical Inc. without prior written authorization. Upon receipt of a "Return Good Authorization" form, returns must be shipped and prepaid to Bryan Medical Inc. **Full credit** will be given on items returned within 45 days of invoice date. Items must be unused and in resalable condition. If items must be refurbished or repackaged, a service charge of 25% or more will be deducted from the amount of credit. The following merchandise may not be returned for credit or exchange:

- Merchandise held longer than 45 days from invoice date
- Special order items
- Discontinued products

**SUBSEQUENT PRODUCT MODIFICATIONS:** Reliance reserves the right to make changes at any time, without notice if necessary, in prices, design, models or specifications and discontinue models. The right is also reserved to models. The right is also reserved to make such design, model or specification changes without incurring any obligation to furnish these modifications for equipment prior to the date of such change.