

STONEHAVEN MEDICAL, INC.
TERMS AND CONDITIONS OF SALE

PRICES: Prices of Stonehaven Medical, Inc. are subject to change without notice. If price discrepancies appear on an order or if new prices are in effect at the time of an order, customers will be notified before shipment of goods. Invoice will reflect prices in effect at time of shipment. Sales order confirmation will be considered accepted by Buyer if objection is not submitted in writing to Stonehaven Medical, within 5 days of receipt. The sales order confirmation is the governing document. All Prices exclude sales, use, occupation, license, excise and other taxes. Unless a proper exemption certificate is furnished to Stonehaven Medical, Inc. the Buyer shall pay all such taxes to Stonehaven Medical, Inc. at the time of payment.

TERM AND CONDITIONS OF

PAYMENT: Terms of payment are **Net 30 days from date of invoice** and are subject to approved credit application, including bank account verification and references. Past due accounts will be subject to a 2% per month service charge from date of invoice. If Buyer delays completion of manufacture or holds shipment for an extended period of time, Stonehaven Medical, Inc. may elect to require payment for merchandise prior to release of shipment. Merchandise held for Buyer shall be at Buyers risk and expense. The title of merchandise shall remain with Stonehaven Medical, Inc.

MINIMUM ORDER: An order must meet the minimum invoice amount of \$75.00 net. Orders not meeting the minimum will be assessed a \$10.00 service charge.

RETURN GOODS POLICY: A Return Goods Authorization (RGA) must be obtained from Stonehaven Medical, Inc. Customer Service Department prior to merchandise being returned. Returns must reference the RGA Number and be shipped freight prepaid or shipment will not be accepted. All approved returns are subject to a minimum of 25% restocking fee for handling, repackaging and returning merchandise to stock.

DELIVERY OR FREIGHT SHIPPING CHARGES: Shipments are F.O.B. Yorba Linda, California, Stonehaven Medical,

Inc. facilities. All shipments or delivery dates quoted by Stonehaven Medical, Inc. are estimated. Stonehaven Medical, Inc. shall be obligated to use reasonable efforts to meet such dates of shipment. Stonehaven Medical, Inc. will in no event be liable for any delays in delivery or failure to give notice of delay, or for any other failure to perform hereunder due to causes beyond the reasonable control.

CLAIMS AND SHORTAGES: Shipments are full responsibility of the Buyer. Any damages or losses must be reported to the carrier immediately and **must be signed or noted on the freight bill at the time of delivery.** No claim for failure to receive shipment or shortage will be honored unless Stonehaven Medical, Inc. is notified immediately. Claims must be filed immediately with the transportation company.

LIMITED WARRANTY: Stonehaven Medical, Inc. warrants that its products or merchandise are free from defects in material or workmanship under normal use and service for a period of one (1) year from date of invoice. Stonehaven Medical Inc.'s BALANCE Treatment Table frames have a five (5) year warranty against defects in manufacture. Stonehaven Medical, Inc.'s liability under this warranty shall be discharged solely by replacement or repair of defective material, provided Stonehaven Medical, Inc. is notified in writing within one (1) year from date of shipment. The warranty does not cover installation or labor charges by other causes such as mishandling, improper care or abnormal use. Stonehaven Medical, Inc. shall not be liable under any circumstance for incidental, consequential or direct charges caused by defects in material or any delay in the repair or replacement thereof.