

Terms and Conditions

I. GENERAL

- A. CUSTOMER purchase orders are binding only after written acceptance by GOODTIME MEDICAL. Verbal orders are not accepted.
- B. Prices are effective from date of publication and are subject to change without notice.
- C. GOODTIME MEDICAL reserves the right, without prior notice, to:
- Change and/or revoke any price.
 - Change and/or revoke any provisions contained herein.
 - Discontinue shipments to any CUSTOMERS.
 - Resolve any inconsistencies, conflicts or ambiguities.
- D. Special production runs or product orders are subject to GOODTIME MEDICAL requirements such as, but not limited to, minimum quantities and extended delivery times. On special production run products GOODTIME MEDICAL reserves the right to overship 10% or undership 5% of the purchase order quantity and invoice accordingly. Special orders are subject to cancellation charges.

II. PAYMENT TERMS

- A. For CUSTOMERS with established credit terms: Net 30 days from shipment date.
- B. If credit is not established, payment plus estimated (by GOODTIME MEDICAL) freight charges shall accompany purchase order.
- C. Cash or anticipation discounts are not allowed.
- D. GOODTIME MEDICAL reserves the right to revoke any credit extended to CUSTOMER if CUSTOMER fails to pay for any shipments when due. If, in GOODTIME MEDICAL's opinion, there is a material adverse change in CUSTOMER'S financial condition, GOODTIME MEDICAL shall have the right to suspend further shipments until receipt of adequate assurance of CUSTOMER'S ability to pay therefore.
- E. Payment terms are specified on the invoice. Any invoice not paid when due is subject to a late payment charge of 1.5% per month, or if such rate is greater than the maximum rate permitted by applicable law, then at the highest rate allowed by applicable law.

In the event the Buyer fails to make full payment when due and Seller employs an attorney or collection agency to assist in collection of the account, Buyer agrees to pay all of Seller's reasonable cost of collection including collection agency fees, attorney fees and court costs.

III. TRANSPORTATION

- A. All shipments are F.O.B. Destination; freight prepaid, Wright City, MO.
- B. The shipment is deemed accepted in good condition by the common carrier and title and all risk of loss or damage pass to CUSTOMER upon acceptance from the carrier. The CUSTOMER, or their CUSTOMER, in the event of a drop ship, is responsible for inspecting the merchandise upon receipt. When the shipment arrives the CUSTOMER will inspect the merchandise for damage, will remove all packing materials and inspect for concealed damage. If there is even a chance that there may be damage that is concealed, the CUSTOMER should refuse the shipment. When the shipment is refused it will be returned to GOODTIME MEDICAL for further inspection and repairs free of charge to the CUSTOMER. If the shipment is received and there is damage there will be a charge for any and all claims of damage. If you discover that there is concealed damage please contact us immediately to make arrangements for the repair. No claims of damage will be honored after 3 business days of receipt of the merchandise. The CUSTOMER shall insist that both visible and concealed damage be noted on its copy of the freight bill.
- C. Freight, handling and insurance charges:
- Prepaid Shipments: All freight, handling and insurance charges shall be invoiced to the CUSTOMER. Shipments are insured by GOODTIME MEDICAL.
 - Collect Shipments via UPS or FedEx: All freight and handling charges shall be billed to the collect account number provided. All collect shipments are NOT insured. CUSTOMER must request coverage if required and the insurance cost will be added to the freight charge. All uninsured shipments are the responsibility of the CUSTOMER. GOODTIME MEDICAL assumes no responsibility for any such loss or damage.
 - Truck Shipments: All freight, handling and insurance charges shall be billed to the account number provided. All truck shipments are NOT insured. CUSTOMER must request insurance coverage, if required, and the insurance cost will be added to the freight charge. All uninsured shipments are the responsibility of the CUSTOMER. GOODTIME MEDICAL assumes no responsibility for any such loss or damage.
- D. All shipments are made by carriers of GOODTIME MEDICAL's choice. Any special arrangements requested by CUSTOMER shall be at CUSTOMER'S additional expense.
- E. Any quantity shortages, incorrect items, or billing errors shall be reported in writing to GOODTIME MEDICAL within 15 days of delivery. Sales order and invoice numbers are to be furnished on all claims.
- F. GOODTIME MEDICAL reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve CUSTOMER of his obligation to accept remaining deliveries.
- G. GOODTIME MEDICAL shall not be liable for failure to deliver or delay in delivery occasioned by causes beyond GOODTIME MEDICAL's control, including without limitation, strikes, lockouts, fires, embargoes, war or other breakouts of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign governmental acts or regulations. In the event of any delay in delivery due to such causes, unless otherwise agreed, the time for delivery shall be deemed extended for a period of sixty (60) days, and CUSTOMER shall extend the letter of credit if payment is to be made by letter of credit. If delivery is not made within such extended sixty-day period, the contract shall be deemed cancelled without liability to either party.

Signed _____ Date _____

IV. RETURNS

No return shall be accepted without a GOODTIME MEDICAL furnished Return Material Authorization number (RMA #). Please reference the GOODTIME MEDICAL Return Material Authorization (RMA) Policy for GOODTIME MEDICAL Products.

V. LIMITED WARRANTY

A. All GOODTIME MEDICAL mechanical products are warranted against defects in workmanship or materials under normal use for five years after date of purchase from GOODTIME MEDICAL unless otherwise stated. (Proof of purchase is required.) Any product which is determined by GOODTIME MEDICAL to be defective in material or workmanship and returned to GOODTIME MEDICAL, shipping costs prepaid, shall be, as the sole remedy, repaired, replaced or credited at GOODTIME MEDICAL's option.

D. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF GOODTIME MEDICAL, AND GOODTIME MEDICAL NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE HEREUNDER. GOODTIME MEDICAL DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECTS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION OR MISAPPLICATION.

E. GOODTIME MEDICAL shall not be liable for CUSTOMER's costs, lost profits, goodwill or other special or consequential damages. GOODTIME MEDICAL's liability in all events is limited to, and shall not exceed, the value of merchandise involved.

F. Remedies - Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in Warren County, State of Missouri in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in a court having jurisdiction there.

G. Recommendations for using GOODTIME MEDICAL products are believed to be reliable. However, since the application of these items is beyond our control, no guarantee, expressed or implied, is made on their use, handling, possession or results.

VI. MODIFICATION OF TERMS

This contract constitutes the entire agreement between the parties; all prior representations and understandings having been merged herein. It may not be modified or terminated except in writing, signed by a duly authorized representative of GOODTIME MEDICAL. This contract shall be governed by and construed according to the laws of the State of Missouri.

Signed _____ Date _____