

# Terms and Conditions

## Sales Order

This Sales Order, including all agreements, covenants, conditions and provisions contained herein (collectively, the "Agreement"), is the entire contract between the parties with respect to the subject matter hereof and supercedes all prior agreements and negotiations between them as to the subject matter, and shall apply to and bind the assignees and successors in interest of Seller and Customer. Allisonia X-ray and Medical Supply, LLC ("Seller") shall sell to Customer and Customer shall purchase from Seller the products described on the Sales Order form of this Agreement, subject to availability, for the purchase price and upon the terms and conditions contained herein.

## How to Order

### Order by Phone

An Allisonia sales representative can be reached by phone at 1-866-886-4555 from 8:00 am to 5:00 pm Central Standard Time Monday through Friday to assist with ordering.

### E-mail Order

We are happy to accept your order by e-mail. Simply download our Sales Order form, sign and send as an attachment to: [sales@allisoniamedical.com](mailto:sales@allisoniamedical.com)

### Fax/Mail Orders

Fax your completed and signed Sales Order form to 931-649-3177. The Sales Order form can also be mailed to: Allisonia X-ray and Medical Supply, LLC, P. O. Box 743, Estill Springs, TN, 37330. Please make sure your name, address, daytime phone number, credit card number with expiration date, and complete ordering information are included.

### Changing and Canceling the Order

Changes or cancellations to an order will only be approved the day the order is placed and could require written notice. However, rush and same day shipping of an item at the Customer's request, is an exception to this policy and NO changes or cancellations will be accepted.

\* Sorry, no C.O.D. orders.

\* Please note that we do not accept orders from Customers outside the U.S.

## Shipping and Delivery

Orders are typically shipped within 48 hours of a purchase notice (subject to stock availability). However, orders paid for by check or money order will be shipped as soon as possible after the payment has cleared. Due to size or weight, some items may require extra time for delivery. We ship UPS ground whenever possible. Large items may require a freight dock or forklift. We can arrange for inside delivery to Customers who do not have a freight dock or forklift; however, additional charges may apply. Please contact a sales representative to make special shipping arrangements.

### Payment

For your convenience we accept [American Express, Discover, Master Card and Visa]. We also accept personal checks and money orders. Please note that it may take up to 10 business days for your check or money order to clear before the order is shipped. Payments by check that cannot be processed due to insufficient funds are subject to a \$25 fee. Payments can be mailed to: Allisonia X-ray and Medical Supply, LLC, P. O. Box 743, Estill Springs, TN, 37330.

### Transportation Charges

All shipping charges are the responsibility of the Customer and must be included with your payment. Please call 1-866-886-4555 to verify the charge amount before submitting your order.

### Refused Orders

If a Customer refuses delivery of ordered products, return shipping charges and restocking fees will be withheld from any monies that would be credited back to the buyer. **No refunds will be issued on specialty or customized items.**

### Lost or Damaged Goods

If your shipment arrives damaged or incomplete, it is the Customer's responsibility to note visible damage or shortages on the bill of lading BEFORE the carrier leaves. **Failure to note any discrepancies on the bill of lading could void any attempted freight claim and/or delay or forfeit Customer credit.** Whether the damage is visible or concealed, **KEEP ALL PACKAGING MATERIALS FOR THE CARRIER INSPECTOR.** Reporting and inspection must be made within five (5) days after delivery.

### Product Setup

Some items may require assembly or specialized setup. Allisonia does not offer services to uncrate, assemble or otherwise make use of the products we sell. It is the Customer's responsibility to acquire and pay for these services.

## Return Policy

If, for any reason, you are not completely satisfied with your purchase simply return the item within 30 days for a refund or exchange. All returns must have a valid return authorization and be in new and resalable condition. The returned item must contain the original packing material, manuals and blank warranty cards. Credit will not be granted for merchandise unsuitable for resale. Merchandise must be in original packing and is subject to inspection. Merchandise that has been marked, affixed with stickers, or with crushed packaging will not be accepted. No returns will be permitted after 30 days from the original shipment date.

### Return Authorization (RA) number must be obtained from Customer service representative for any and all returns.

To obtain your RA number simply call us at toll free 1-866-886-4555 from 8:00 am to 5:00 pm Central Standard Time Monday through Friday. RA numbers must be obtained within 10 days of receipt. A return without an RA number will not be accepted.

### The Customer is responsible for all shipping charges.

In the event we are forced to reject your return, you will be responsible for charges to return the product back to you.

### Returned products may be subject to a restocking fee.

This charge can vary depending on the manufacturer's policies. **Please contact a sales representative at 1-866-886-4555 to determine whether your return will be subject to a restocking fee.**

### Some items are not returnable.

Examples of these are lead markers, lead aprons, monogrammed items that have been special ordered or custom manufactured to your specifications. **Please contact a sales representative at 1-866-886-4555 to determine whether your product is returnable.**

## Operator Licensure

Some items we sell may require specialized licensing or accreditation to operate. It is the Customer's responsibility to obtain correct licensure or credentials for their area. By purchasing such products, you are representing to us that you have met any and all legal requirements to use the products in your jurisdiction. Allisonia X-ray and Medical Supply, LLC, disclaims all liability for the improper or illegal use of any product we sell.

The Customer further agrees to indemnify and hold Allisonia X-ray and Medical Supply, LLC harmless for claims arising from such improper or illegal use.

## Warranties and Liability

### Limited Warranties by Manufacturer

Products are warranted by the manufacturer against defects in workmanship and material during the applicable warranty period, subject to the conditions, limitations and exclusions contained in manufacturer's warranty. Customer is responsible for familiarizing itself concerning the terms of said warranty and completing all steps required by the manufacturer to initiate such warranty coverage, including by way of example and not limitation, the filling out and mailing of warranty registration cards. All freight charges from returns, exchanges or anything else is the responsibility of the Customer or as otherwise provided for in the manufacturer's warranty.

### Disclaimer of Warranties

Customer acknowledges that Seller acts solely as a third party distributor of products and that only the manufacturer or supplier of products is and shall be responsible to Customer, Seller or third parties for any defects, breaches, liability, claims, damages, obligations, and costs and expenses related to products (whether legal or equitable) ("Claims"). Customer agrees to look solely to the manufacturer or supplier of the products for all Claims whether arising from breaches of manufacturer or supplier's warranty or otherwise and for any maintenance, support, repair or replacement or other remedy with respect to Claims. Seller transfers to Customer any transferable warranty and indemnity made to Seller by manufacturer or supplier of products to the extent transferable and permitted by law. Seller makes no representation, covenant or warrant with respect to the extent or enforceability of manufacturer or supplier's warranty or indemnity. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. SELLER DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO (A) THE MERCHANTABILITY OF PRODUCTS, (B) THE FITNESS OF PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE BY CUSTOMER, OR (C) WHETHER THE PRODUCTS WILL FUNCTION WITHOUT INTERRUPTION OR OTHER MALFUNCTION.**

### Limitation of Liability

IN NO EVENT SHALL SELLER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

### Limitation of Damages

CUSTOMER SHALL IN NO EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, PROMOTIONAL AND/OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION, BUSINESS INTERRUPTION AND/OR LOSS OF CUSTOMERS OR DATA.

### Intellectual Property

Seller shall have no liability or obligation in connection with any claims of infringement to any patent, trademark, copyright, trade secret or other proprietary right or information.

## Website Advisory

Every effort is made on our part to keep all posted prices up to date; however, we cannot guarantee complete accuracy due to the notification delays by manufacturers. If you have any concerns prior to ordering, please contact this office at 1-866-886-4555.

## Defaults and Remedies

If Customer fails to pay any amount to Seller when due or fails to perform any other material term of this Agreement and such failure continues unremedied for ten (10) days after receipt of written notice from Seller, Customer shall be in default and Seller may cancel all or any part of this Agreement and exercise any available rights, including but not limited to any rights of a seller or secured party under the Tennessee Uniform Commercial Code. Upon such cancellation, Customer shall be liable for all applicable costs, charges, and damages incurred by Seller as a result thereof. In the event Seller employs an attorney to collect any amounts due from Customer, to enforce Seller's rights under this order form, to defend any claims asserted by Customer in connection with the sale of the products or otherwise in connection with the transactions contemplated hereby, Customer shall pay all of Seller's costs and expenses in connection therewith, including reasonable attorneys' fees, court costs and all other costs or expenses incurred by Seller in connection with such proceedings.

## Limitations of Actions

No action shall be maintained by Customer against Seller unless written notice of any claim alleged to exist is delivered by Customer to Seller within thirty (30) days after the event complained of first becomes known to Customer and an action is commenced by Customer within ninety (90) days after such notice. In no event may action for breach be commenced more than one year after the cause of action accrues.

## Entire Agreement; Governing Law; Exclusive Forum

This Sales Order, including all agreements, covenants, conditions and provisions contained herein (collectively, the "Agreement"), is the entire contract between the parties with respect to the subject matter hereof and supercedes all prior agreements and negotiations between them as to the subject matter, and shall apply to and bind the assignees and successors in interest of Seller and Customer. This Agreement is not assignable by Customer without Seller's prior written consent. Facsimile signatures or other reliable means of authentication by which Customer signifies its assent to this Agreement shall be effective to bind Customer to this Agreement and any record containing an electronic signature shall be deemed for all purposes to have been "signed" by Customer and will constitute an "original" when printed from electronic records established and maintained by Seller or its agents in the normal course of business. The waiver by Seller of any breach or default shall not be deemed to be a waiver of any later breach or default. The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or of any other remedy at any time. If any provision or portion of this Agreement is held to be invalid, illegal, unconscionable or unenforceable, the other provisions and portions shall not be affected. The headings are used for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement. Any clerical errors are subject to correction. This Agreement is made pursuant to and shall be construed and enforced according to the substantive laws of the State of Tennessee and without regard to its laws concerning choice of law. The parties agree that any legal action brought by either party hereto in connection with this Agreement or the transactions contemplated hereby shall be maintained only in the Federal District Court for the Middle District of Tennessee or in the Chancery Court for Franklin County, Tennessee and each party hereby irrevocably submits to the jurisdiction of said courts. This Agreement may be executed and delivered by telefacsimile transmission or other electronic means pursuant to the Tennessee Uniform Electronic Transactions Act as enacted in Sections 47-10-101 et seq. of Tennessee Code Annotated, including, but not limited to, the definitions of "Electronic Record", "Electronic Signature", and "Contract", whether or not capitalized herein. The electronic signature of a party, or a signature transmitted or delivered by electronic means, shall be binding upon such party as fully as though such signature was executed and delivered in person.