

IMPORTANT ORDERING INFORMATION

ORDERING

Choose the ordering method that is most convenient to you. You may order by phone, fax, mail or online. Contact us to get more information on the products that we carry, delivery times and current pricing.

Bound Tree Medical Customer Service:
Mon-Fri, 7:30am - 8:00pm (EST)
Toll Free: **800-533-0523**
Order by Fax: **800-257-5713**



STANDARD TERMS AND CONDITIONS

1. Conditions of Transaction. Transactions are strictly limited to the terms and conditions set forth herein. Bound Tree Medical expressly rejects customer's purchase order, or any other document or instrument issued by Customer that is not agreed to in writing by Bound Tree Medical.

2. Contract documents. These Standard Terms and Conditions comprise the complete and final agreement between Bound Tree Medical and Customer (the "Contract Documents") concerning its subject matter, and supersede all prior negotiations, proposals, representations, commitments, understandings, or agreements between the parties, either written or oral. No other agreement, quotation, or acknowledgment in any way modifying any of the Contract Documents will be binding upon Company unless made in writing and signed by Company's authorized representative.

3. Taxes and Compliance with Laws. Unless specified otherwise on a Bound Tree Medical invoice, Customer shall be responsible for all federal, state, and local taxes, including income, excise, use, and sales taxes, and customs and import duties, and in strict compliance with all applicable laws and regulations.

4. Customer's Representations. Customer represents that it is financially solvent, has marketable title to the goods and the right to convey them, and that the goods sold are unencumbered and free from security interests and liens.

5. Warranty. Products distributed by Bound Tree Medical carry only those warranties made for them by their manufacturers. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOUND TREE'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE, AT COMPANY'S OPTION, TO REPAIR OR REPLACE THE PRODUCT. BOUND TREE SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. NOTWITHSTANDING THIS WARRANTY, CUSTOMER SHALL BE RESPONSIBLE FOR ALL REGULAR SERVICE AND MAINTENANCE OF EQUIPMENT PLACED THROUGH ANY BOUND TREE MEDICAL PROGRAM. IN NO EVENT WILL BOUND TREE MEDICAL BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF EQUIPMENT TO THE EXTENT CAUSED EITHER DIRECTLY OR INDIRECTLY BY CUSTOMER OR ITS DESIGNATED REPRESENTATIVES, EMPLOYEES, CONTRACTORS, OR AGENTS.

6. Delivery. Bound Tree Medical reserves the right to determine the means of shipping. Unless stated otherwise in a signed agreement by the parties or specified otherwise on a Bound Tree Medical invoice, all products shall be shipped FOB carrier and freight costs and risk of loss shall be the responsibility of the Customer. Shipping and handling charges will be prepaid and added to the invoice of all open account and credit card purchases.

Orders are usually shipped within 48 hours of receipt. Special items may take longer. If we are temporarily out of stock, items will be back-ordered and shipped upon receipt. Continental United States orders are shipped prepaid via United Parcel Service (UPS) unless size or weight limitations dictate otherwise. Bound Tree Medical shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of fire, labor disputes, accident, acts of civil or military authorities, or from any other cause beyond our control.

7. Payment Terms. Amounts payable under the Contract Documents are to be remitted by Customer to Bound Tree Medical within 30 calendar days after the date of invoice therefore. The amounts are payable in U.S. dollars.

8. Remedies for Defective Goods. Customer's sole remedy for defective or non-conforming goods shall be, at the discretion of Bound Tree Medical, to repair, replace the non-conforming goods, or issue a refund.

9. No Assignment. Customer shall not assign or transfer its rights, delegate or sublet its performance in whole or in part under the Contract Documents, or assign or transfer funds due hereunder, without Bound Tree's prior written consent. Any attempted assignment or delegation without prior written consent shall be void and shall constitute a material breach of Contract Documents. The Contract Documents shall be binding upon Customer and Bound Tree and their respective successors and permitted assigns.

10. Indemnity. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY, DEFEND (AT BOUND TREE'S OPTION) AND HOLD HARMLESS BOUND TREE-INDEMNIFIED PARTIES AGAINST ALL LOSS, DAMAGE, LIABILITY, COSTS, AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES, ANY INJURY OR DEATH TO ANY PERSON, OR DAMAGE TO ANY PROPERTY) RESULTING FROM OR IN ANY WAY CONNECTED WITH THE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACT, OR OMIS-

SION OF CUSTOMER OR CUSTOMER'S EMPLOYEE, AGENT, OR REPRESENTATIVE. BOUND TREE SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION, TO CONTROL DEFENSE OR SETTLEMENT OF ANY CLAIM OR LAWSUIT COVERED BY CUSTOMERS INDEMNITY HEREUNDER AND, AT BOUND TREE'S OPTION, CUSTOMER SHALL AT CUSTOMER'S EXPENSE (A) DEFEND ALL ACTIONS BASED THEREON, OR (B) PAY COMPANY ALL ATTORNEYS' AND CONSULTANTS' FEES AT ALL COSTS AND OTHER EXPENSES ARISING FROM THE DEFENSE AND SETTLEMENT THEREOF BY COMPANY-INDEMNIFIED PARTIES.

11. Governing Law. The documents and the rights and obligations of Bound Tree and Customer shall be governed and construed according to the laws of the state of Illinois, without giving effect to its conflict of laws principles. The United Nations convention on contracts for the international sale of goods shall not apply to the Contract Documents.

12. Miscellaneous. No course of dealing between the parties or any waiver of a breach of any provision of the Contract Documents shall constitute a waiver of any other breach of such provision. Should any provision of the Contract Documents be held invalid or an enforceable, the remaining terms will remain in full force and effect, consistent with the terms of the Contract Documents taken as a whole. Customer is an independent contractor and not an agent of Bound Tree Medical. Sections 4, 5, 7, 9, 10, 11, and 12 shall survive termination or expiration of the Contract Documents, in addition to any of the provisions that by their nature showed, or by their express terms do, surviving on the termination or expiration of the Contract Documents.

ORDERS AND PLACE OF SALE

We reserve the right to accept or reject any and all orders, regardless of the manner in which the order is made. Orders become valid, and the sale shall be deemed made in Henniker, Merrimack County, NH; Gilbert, Maricopa County, AZ; Visalia, Tulare County, CA; Southaven, Desoto County, MS; and Arlington, Tarrant County, TX (as applicable) subject to the terms set forth herein. No change, modification or revision of your order shall be valid unless agreed to in writing by Bound Tree Medical.

Government agencies and municipalities may purchase on open account. All others may apply for open account status by completing a Credit Application. Individuals may purchase by prepaid orders (Money Order), Master Card, VISA, Discover, or American Express. Any terms and conditions set forth in the buyer's purchase order shall not materially alter terms and conditions set forth herein. If in our opinion the financial condition of the purchaser at any time does not justify continuance of shipment on the terms of payment specified, we may require full or partial payment in advance.

DELINQUENT PAYMENT

Accounts delinquent over 30 days will be charged at a rate of 2% per month or 24% per annum. Accounts past due 45 days revert to C.O.D. status.

PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return authorization number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your authorization number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 5 days of receipt of the product to obtain an RMA number.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 5 days of receipt.

Following the initial error notification, please follow the return policy guidelines:

Non-returnable Items Include:

1. A product that is a special order.
2. Items that have been marked or engraved.
3. Items returned with broken packaging or not in original packaging.
4. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.
5. Product that is more than 60 days older than the invoice date.

Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.
2. Items returned 31 - 60 days from the invoice date will be subject to a 15% restocking fee.
3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.
4. Please write the RMA number clearly on the package label.
5. Enclose a copy of the original invoice or packing list in the box.
6. Send the package freight prepaid.
7. Returns must be received by Bound Tree Medical within 30 days of issuance of RMA number.

RETURN FOR REPAIRS

Items to be returned for repair must be prepared according to the most recent OSHA requirements. Items must be properly cleaned and verified with a statement on the outside of the package. Proof of purchase must be included with all manufacturer warranty repairs. Please contact our Customer Service Department for additional information.

CLAIMS

All claims for damage occurring in transit must be made upon receipt of goods by customer directly to the carrier. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Medical Customer Service.

PRICING

The prices shown in this catalog are current at press time. However, because of fluctuating market prices, it is difficult to maintain an exact price.