

NOTICE TO CUSTOMERS:

Quick Response

SunMedica, Inc. is known throughout the medical community for the exceptionally fast delivery of customers' orders. Customer orders will be shipped the same day if they are received on a regular workday prior to 1:00 p.m. (PST) (PDT) within the United States. All credit matters must be cleared before shipment. SunMedica's own studies over the last twelve (12) months indicate that over ninety-nine percent (99%) of stocked items are available for immediate shipment.

Ordering Procedure

Orders may be placed by telephone, fax, online or directly with a SunMedica Customer Service Representative. Orders for previously accepted customers are processed immediately upon receipt. If you wish to receive confirmation of your order, please clearly mark it with "please confirm receipt of this order" and we will promptly fax you a copy of the SunMedica invoice as confirmation. To expedite order processing, please indicate SunMedica's catalog identification number, a specific description of the items you require as well as the quantities. Having complete account information such as bill to address, A/P contact person and phone number, ship to address, contact person and phone number, your purchase order number and your shipping preferences such as UPS next day or Federal Express ground services listed on your purchase order will assure immediate processing of your order.

Terms

All orders are subject to credit approval by SunMedica's Credit Department. Standard terms are net thirty (30) days. Past due accounts, SunMedica reserves the right to assess each a maximum charge of two percent (2%) per month on the outstanding balance of the account. SunMedica reserves the right to adjust terms without prior notice. In the event SunMedica retains outside legal council and/or a collection agency the debtor will be responsible for reasonable fees and expenses associated with collection of the account. SunMedica does not ship COD. All invoices are payable in US dollars.

International Terms

All orders must be pre-paid by money wire to SunMedica's bank account prior to shipping the order.

Guarantee

SunMedica guarantees products to perform as represented in SunMedica literature, brochures and directions for use. SunMedica guarantees the materials and workmanship of the positioning devices for a period of one year (1) from the date of invoice unless otherwise noted. This guarantee is limited to the repair or replacement of the equipment or parts free of charge at our factory. All parts, which are claimed to be defective, must be sent to SunMedica freight prepaid. Contact SunMedica prior to returning merchandise that you claim to be defective. SunMedica Customer Service Staff or Sales Representatives will assist you in returning such merchandise by issuing a Return Authorization number. SunMedica will not assume liability for damage(s) resulting from the abuse, misuse, improper installation, or maintenance, storage handling or use of product in excess of its reasonable or prescribed limitations.

Establishing Credit

Please contact SunMedica Customer Service or Sales Representative to obtain credit. SunMedica reserves the right to grant credit and to limit available credit as deemed appropriate from time to time.

Credit Card Purchases

Orders may be placed using MasterCard, Visa, American Express or Discovery Cards by calling or faxing the order to SunMedica. A purchase order number must be given for the order and upon approval of credit the order will be shipped.

Prices

All prices are in US dollars and are the prices that are in effect at the time SunMedica accepts your order. All orders are FOB shipping point. All catalog prices are subject to change without notice. If an item is not in stock and is on backorder it will be invoiced upon shipment at the price in effect at the time the order was accepted. All written quotations are effective for 30 days only, unless specifically indicated otherwise. Verbal quotations are effective for the day of the quotation only.

Taxes

In the states in which SunMedica is registered to collect state sales and/or local usage taxes such taxes must be charged. If you claim to be entitled to an exemption from such taxes, you must furnish SunMedica with the appropriate valid documentation prior to shipment of the products.

Minimum Orders

Due to the nature of our business SunMedica has no minimum order policy in place.

New Products

SunMedica is constantly adding new products and makes every effort to notify our existing customer of the new products as they become available.

Trials

Device products are available for trial; arrangements can be made by contacting SunMedica. The customer must sign and fax a Demo Agreement Form prior to shipment. All shipping charges to and from are to be assumed by the prospective buyer, as well as any charges for refurbishing and replacement of lost or damaged parts.

Domestic Shipping

All orders are automatically shipped by UPS Ground or Federal Express Ground unless another carrier (e.g., Fed Ex Next Day, UPS Red Label, Blue Label, etc.) is specifically requested at the time you place your order. Shipping and handling fees are added to the invoice and are the responsibility of the customer. Upon request SunMedica will use your carrier shipping number if you receive a better shipping rate than SunMedica. In the event the carrier specified is on strike or will not pick up, SunMedica will ship the best way available.

Lost Shipments

SunMedica will be happy to assist with any delivery questions. It is helpful to have information such as purchase order number, shipping date, etc., at hand when contacting us.

Shortages

Shortages must be reported to SunMedica immediately or within forty-eight (48) hours of receipt of order. Any multiple box shipment in which a box is missing a notation should be made on the carrier's delivery log or manifest.

Returns

All returns must have a Return Authorization Number or they will not be accepted by SunMedica and will be returned to you freight collect. Contact a SunMedica Customer Service or Sales Representative for a Return Authorization Number for all merchandise to be returned (defective or damaged, over shipment, repair). Do not return any merchandise to SunMedica COD; as such shipments will be refused. The Return Goods Policy is as follows:

Defective Product Policy:

Contact SunMedica for replacement or credit of defective product. The defective product may need to be returned to SunMedica at our expense.

OrthoRAPs:

Unopened non-sterile orthoRAPs may be returned within 30 days, subject to inspection for use, wear or other signs of damage and or alteration to product or packaging. There is a 20% restocking fee for product returned with the exception of defective product.

Cold Pack Products:

Unopened cold pack products may be returned within 10 days of original invoice date, subject to inspection for use, wear or other signs of damage or alteration to product or packaging. There is a 20% restocking fee for product returned with the exception of defective product.

Positioning Devices:

Devices include the hipGRIP, kneeGRIP, kneeGRIP II, legGRIP, thighGRIP and individually purchased parts. The sets or parts may be returned within 30 days for refund less a 20% re-stocking/re-furbishing fee.

OrthoPLUGs

Sterile product cannot be returned.