

TERMS OF SALE: Net 30 days to customers with approved credit. A service charge of 1.5% per month will be charged on past due balances.

SHIPPING TERMS: FOB Indianapolis, Indiana, Freight Collect. Flotec will prepay UPS charges and add freight and handling charges to the invoice. There is a \$ 10.00 additional charge for FedEx.

FREIGHT CLAIMS: Examine incoming freight and report damage to freight carrier and Flotec. Save original packing materials.

MINIMUM ORDER: A minimum charge of \$ 50.00 will apply to orders on open account to cover the cost of processing small valued orders. The minimum charge is reduced to \$25.00 if the order is paid by credit card, however current credit card fees will apply.

DROP SHIP CHARGE: Flotec can drop ship your order to another company. The processing fee for this service is \$25.00 per shipment, per location.

RETURNED MATERIALS: Flotec will not accept returned materials without prior approval. A Returned Materials Authorization (RMA) number must be obtained from Flotec prior to returning any product. To receive credit, the items must be standard, new (unused), less than 12 months old and still in the sealed original package and all items should be returned carefully packed to avoid transit damage. All returns are to be shipped prepaid. Items returned for any reason other than the fault of Flotec will be subject to restocking charges.

CANCELLATIONS: As most of our products are made to order, cancelled orders may be subject to a restocking charge of 25%.

REPAIRS: Flotec will repair or replace manufactured defective products, under warranty, at no cost to you. A fee will be charged for repairs to Flotec products that are damaged or inoperative as result of being abused, repaired, or modified improperly or out of warranty. Many replacement parts are available for purchase. For warranty details, please see the warranty statement located on our website. In addition to the RMA, all repairs must have a written purchase order or in advance credit card authorization.

1. Flotec, Inc. will provide all insurance necessary to include worker's compensation, as required by law and general liability to protect itself from loss and damage to Buyer. A certificate of insurance will be provided to Buyer upon request in acceptable limits and by a carrier with an AM Best rating of A- or higher.
2. These Terms and Conditions will be interpreted and construed by the laws of the state of Indiana. Flotec, Inc. will abide by all applicable federal laws, regulations, and rules and by the Joint Commission, FDA and ISO standards, and abide by all applicable licensing requirements. Notwithstanding the foregoing, Flotec, Inc. will not act in opposition to Buyer's policies and procedures while on Buyer's premises.
3. Flotec, Inc.'s Terms and Conditions should be noted, acknowledged or accepted on the front copy of the customers purchase order, if applicable. These Terms and Conditions may be modified by mutual consent, provided any and all modifications will be in writing and signed by both parties.
4. If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
5. Under these Terms and Conditions the relationship of the parties will be that of independent contractor. Neither party shall exercise control over the method, manner or means, by which the other performs its duties.
6. A contract (purchase order) can be terminated by Buyer without cause by giving 30 days written notice to Flotec, Inc. provided that there is no scheduled delivery within that 30-day notice period. Immediate termination will occur if Flotec, Inc. becomes disbarred, suspended or excluded from participation in any federally funded healthcare program.
7. Flotec, Inc. agrees to indemnify and hold harmless Buyer, as well as its officers, directors, employees and agents or their successors or assignees from any claim, damage, loss, expense, liability, action or cause of action (including reasonable attorney's fees) which Buyer, as well as its officers, directors, employees, and agents or their successors or assignees may or might sustain, pay or suffer by reason of any act, omission, or negligence of Flotec, Inc., agents or employees arising under this agreement. This clause will survive the termination of this Agreement.
8. This Agreement cannot be assigned without written approval of both parties.
9. Notification on product recalls and/or alerts will only be deemed accepted by the Customer if sent to the attention of the Buyers authorized representative, sent certified mail, return receipt requested.
10. If this document of "General Information" and "Terms and Conditions" are in conflict with Buyer's terms and conditions, Flotec, Inc.'s terms and conditions will prevail.
11. These terms and conditions are made a part of the Purchase Order between Flotec, Inc. and Buyer by reference. The Buyer agrees to abide by these terms and conditions and agrees that this document is a binding Agreement.
12. Flotec, Inc. agrees to immediately notify Buyer of any unexpected access to patient health information. Flotec, Inc. agrees to notify Buyer immediately if it feels it will have access to patient health information.
13. Flotec, Inc. agrees not to charge sales tax provided Buyer has delivered a properly completed Sales Tax Exemption Certificate.
14. Flotec, Inc. warrants that it is not on the OIG's list of excluded individuals / entities, General Services Administration excluded partners list and the Federal list of suspected terrorists. Flotec, Inc. will notify Buyer immediately if it becomes aware of being added to one of the above lists.
15. Flotec, Inc. agrees that if it is ultimately determined that these Terms and Conditions is a subcontract for services, the value of which is \$10,000 or more during a twelve-month period within the meaning of Section 952 of the Omnibus Budget Reconciliation Act of 1980 (Public Law 96499), and 42 C.F.R Part 20, then Flotec, Inc., shall make available, upon written request, to the Secretary of Health and Human Services or upon request to the Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records that are necessary to evaluate the nature and extent of the costs of rendering the Services to Buyer under this Agreement. This Agreement shall not be construed as authorizing the release of any books, documents or records of the Flotec, Inc. which do not relate to the furnishings of Services to Buyer under this Agreement. If Flotec, Inc. provides any services through a sub-contract with a related organization, the sub contract shall contain an Access to Records clause similar to this one, if required by the laws referenced above.
16. Flotec, Inc. agrees that its product or products will be made and will perform in a manner that meets the quality standards of all federal laws, regulations, and rules and by the Joint Commission, FDA and ISO standards. If it is determined that a product must be changed due to quality concerns, Flotec, Inc. will not hold Buyer in breach of any agreement except that Buyer agrees to pay for any product utilized prior to the determination of quality issues. Flotec, Inc. warrants that Flotec, Inc.'s product or products do not infringe on any other party's rights.
17. Flotec, Inc. agrees to abide by signed mutually agreeable confidentiality policies related to the use and sharing of Buyer's information.
18. Flotec, Inc. shall comply (when applicable) with the requirements of the Deficit Reduction Act of 2005