

# TERMS & CONDITIONS OF SALE

## PDC HEALTHCARE

### Price and Payment Terms

Payment terms are net 30 days. Credit application may be required for terms. State and local taxes, if applicable, will be included when invoiced.

PDC Healthcare accepts American Express, Mastercard, Visa, and check. All prices are in U.S. dollars. Foreign import duties and exchange rates, if any, are the responsibility of the customer.

### Freight

Freight terms are Pre-Pay & Add.

Terms of sale - FOB Destination Freight Pre-Paid and Charged Back.

### Custom Products Orders

- As custom product is made to the customers' exact specifications, custom product may not be returned.
- Customer assumes sole responsibility for accuracy and use of artwork and indemnifies PDC Healthcare in the event of any claims for copyright infringement. By signing/approving any artwork, customer certifies that they are legally authorized to use such logos, trade names, or trademarks.
- **Wristbands:** To ensure accuracy, we ask that all orders for custom imprinted products be submitted in writing, accompanied by a copy or actual sample of imprint. Minimum quantities may be required.
- Please call Customer Care at **800.435.4242** for an Artwork Form or go to the "Artwork Specifications" section of the PDC Healthcare web site: [www.pdchealthcare.com](http://www.pdchealthcare.com).
- **Label & Tape Products:** PDC Healthcare has the capability to produce custom labels to your specifications. Please call your local PDC Healthcare sales representative or Customer Care for additional information and assistance at **800.435.4242**. Please allow 15 working days for new custom orders and 10 working days for repeats.
- Due to manufacturing fluctuations on custom labels, we reserve the right to ship +/- 10% of the quantity ordered. Invoices will be adjusted to reflect the actual quantity shipped.
- Upon cancellation of a custom order, once a purchase order has been issued, the customer will be responsible for all production charges accrued through the date of notification of cancellation. PDC Healthcare assumes no responsibility for custom label orders on which the customer has made an error in quantity or label specifications.

### Returns Policy

PDC Healthcare will allow returns under the following conditions:

- When the customer orders in error and the product is not older than 60 days from the date of invoice.
- Return freight is the responsibility of the customer.
- A 15% restocking fee will be assessed for all products.
- Customer will receive credit for original order, excluding any freight charges.
- When a PDC Healthcare error or product defect occurs, if reported to PDC Healthcare within 60 days from the date of invoice, full credit, including freight, will be issued. (Excludes pre-established contracts between PDC Healthcare and Group Purchasing Organizations)
- All returns for credit require a written Return Merchandise Authorization (RMA) number from PDC Healthcare. No returns will be accepted without a RMA number. The RMA number must have supporting paperwork indicating original purchase order number, PDC Healthcare sales order number, date of original order, etc. If a return is submitted without an RMA number, product will be refused and sent back to the customer at customer's expense.
- Call tags will be issued for customers with the exception of large shipments or pallets. The decision to issue call tags will be based on the reason for the return for large shipments or pallets.
- Call tags will only be issued to Distributors if PDC Healthcare is at fault.
- International Customers will be responsible for sending product back unless it is a PDC Healthcare error.
- Custom printed or serialized product is not returnable.
- Merchandise must be returned in full boxes, original packaging and in good condition.
- Authorized returns must be received by PDC Healthcare within 30 working days from the date of RMA issuance.
- If there is any loss or damage at the time of delivery, it is essential to note it on the delivery receipt. Any concealed damage should be reported to the delivering carrier within 15 days. Keeping the entire package is necessary until after the carrier issues a concealed damage inspection report.

### Warranty

Products sold are of merchantable quality at the time they are delivered, and are manufactured in conformance with supplier's specifications, drawings, or other descriptions; and that supplier conveys good and marketable title to them, subject to supplier's security interest.

PDC Healthcare warrants against defects in material, workmanship, design, and manufacturing. Supplier further represents and warrants that the products will conform to the specifications, drawing, and samples furnished by Healthcare and will be safe for their intended use. If any products are defective and a claim is made, PDC Healthcare will replace the defective products. PDC Healthcare will bear all costs of returning and replacing the defective products.

To the maximum extent permitted by applicable law, PDC Healthcare disclaims all other warranties, expressed or implied, including but not limited to implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose with respect to the products.

PDC Healthcare makes no other warranties other than those expressly provided for herein. In no event shall PDC Healthcare be liable for an incidental, special, consequential, or punitive damages related to the wristbands, labels or tape and component parts used with its products.

*\*Excludes pre-established contracts between PDC Healthcare and Group Purchasing Organizations or customers.*