

TERMS, CONDITIONS AND POLICIES

TERMS UNLESS OTHERWISE NOTED:

10 Days From Invoice

1 ½% Interest Charge Per Month Over 30 Days

SHIPMENT: In absence of specific instruction, PMS will select the carrier but shall not hereby assume any liability in connection with shipment, nor shall the carrier be construed to be the agent of PMS. All shipping costs will be billed to customer.

NOTIFICATION: By sending PMS your equipment for repairs, you hereby authorize repair work to be done along with the necessary materials. An express mechanic's lien is acknowledged on repaired equipment to secure the amount of repairs thereto. Further, you agree to all terms on this invoice.

INSTRUMENT REPAIR POLICY: **The minimum charge for non-warranty repairs is \$90.00 plus price of parts and shipping cost.** Unless the customer requests an estimate of repairs, a maximum of \$300.00 will be charged without authorization. _____

Repair charges are based on parts plus labor at the current prevailing rate. If cost exceeds \$300.00 or 10% of replacement cost of instrument, customer authorization will be requested before proceeding with repairs.

In the event the customer chooses not to have their instrument repaired there will be a \$80.00 minimum charge plus shipping costs. _____

A ninety (90) day warranty will be given on parts replaced and associated labor. Intermittent and random failures of original parts are excluded.

LOANER EQUIPMENT: Loaner equipment will be shipped on request. Customer will be charged \$60.00 for preparation plus shipping costs. Upon receipt of loaner equipment, customer has the option to insure said equipment to cover risk of loss or assume personal responsibility for loss or damage in the event of fire, theft, negligence or any other cause beyond his control

Customer will be charged a rental fee of \$10.00 per day beginning seven (7) working days following expiration of equipment repair estimate return time period or following return of customer's equipment. Failure to return loaner equipment would be considered a lawful violation.

ABANDONED EQUIPMENT POLICY: Due to the limited space and property liability issues, we CANNOT hold your device forever. Keeping with this, all customers agree to make a diligent effort to keep in contact with Professional Medical Standards and decide how they would like their equipment repair resolved in a timely manner.

If we don't hear from you (via e-mail, phone, fax, or telepathy) for 30 days we will assume you have abandoned your equipment with us and we will take the following action:

If you have authorized additional service (which has been completed), owe additional funds for another reason, or there is a problem with your address that prevents us from shipping to you, then we will attempt to contact you via e-mail and phone (if we have both) at least 3 times each and wait until it has been 90 days from your last contact. If we are still unable to resolve the desired action, at that point we will assume your equipment has been **permanently abandoned** and we will irreversibly dispose of your order contents.

ATTORNEY'S FEES: If legal action is necessary to collect losses to PMS, the prevailing party in said action shall be entitled to attorney's fees, costs and expense incurred by said prevailing part in connection with this collection.

FORCE MAJEURE: PMS shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or other labor difficulty, act of God, act of any governmental authority or of the purchaser, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or storage facilities from usual sources or due to any cause beyond its reasonable control.

GOVERNING LAW: Sales and purchases of products and/or services pursuant to these terms and conditions shall be interpreted in accordance with and governed by the laws of the state of Florida.

VENUE: Venue for any cause of actions, which accrues under this contract, shall be in Orange County, Florida.

TAXES: Prices do not include any federal, state or local property, license, privilege, sales, use, excise, gross receipt, value added or other like taxes which may now or hereafter be applicable to, measured by, or imposed upon or relating to the sales from PMS to customers hereunder.

LIMITATION OF LIABILITY: The customer's sole and exclusive remedy is for repair of defective product or part thereof. PMS, its contractors and suppliers of any tier, shall not be liable to customer in contract, in tort (including negligence) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment, cost of capital, cost of purchased or temporary equipment (including additional expense incurred in using existing facilities), claims of third parties, or for any special, indirect, incidental, or consequential damages whatsoever relating to obligations to PMS hereunder.