



# Terms and Conditions: Sales

## Binding Effect

The sale of all new MOBIMED Inc., products and services is subject Manufacturer's Return Policy. Failure to return such products or services to Manufacturer according to Manufacturer's Return Policy, which will be provided from the Manufacturer at the close of the sale and constitutes acceptance of these terms and conditions.

## Other Documents

This sale is subject to the terms and conditions stated herein, on the face of the packing slip, and in all other documents accompanying the purchased product(s) (the "Terms of Sale") which are in lieu of and replace any and all terms and conditions set forth in any documents issued by the customer, including, without limitation, any purchase orders and any specifications. In case of conflict between the terms and conditions stated herein and those on the face hereof, those on the face hereof shall control. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENTS ISSUED BY CUSTOMER AT ANY TIME ARE HEREBY OBJECTED TO BY SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON SELLER. No waiver or amendment to these terms and conditions shall be binding on Seller unless made in a writing expressly stating that it is such a waiver or amendment and signed by Seller.

## Definitions

"**Software**" shall mean such software programs provided by Seller in machine readable object, printed, or interpreted form; "Product" or "Product(s)" shall mean any configuration of hardware and software, including documentation, sold or licensed to the customer. "Seller" shall mean the Seller of the Product(s).

## Acceptance

All Product orders placed by customer with Seller are subject to acceptance by Seller.



## Payment

MOBIMED Inc., Online and for the benefit only at the request of the Seller gladly accepts American Express Card, Discover Card, MasterCard, VISA and debit cards. We do not add any surcharges to your credit card. For information about using your credit card safely, through our encrypted. credit card servicing portal.

## Taxes

Unless otherwise stated on the face hereof, stated prices do not include any customs duties, sales, use, value added, excise, federal, state, local or other taxes. All such duties or taxes shall be paid by customer, or, in lieu thereof, customer shall provide Seller with an appropriate tax exemption certificate.

## Title

Title to Products passes from Seller to customer upon shipment from Seller's facility. Title to Software remains with the applicable licensor(s).

## Returns, Prepayment of Shipping Fees, and Failure to Comply with Manufacturer's, Return Policy or Procedure

Product(s) purchased from MOBIMED Inc., may only be returned in accordance with Manufacturers' Return Policy and by following the procedures contained in the section entitled how to return an item, both which policies are incorporated herein by reference that they will be provided to the buyer. All returns shall be delivered or shipped with shipment prepaid to Seller's facility in the original packaging or equivalent, together with a dated proof of purchase (including invoice and packing slip) and a returned material authorization (RMA) number which may be requested from Manufacturer. The RMA number must be written on the shipping label. All shipping charges and costs incurred in returning Product(s) to Manufacturer including insurance, duties or other fees must be prepaid by customer, AND ARE NOT REFUNDABLE BY MOBIMED INC., Customer shall assume all risk of loss or damage to Product(s) while in transit to Seller.

If Customer fails to return Product(s) in accordance with Manufacturer's Return Policy and it's how to return an item policy, in any manner, including, but not limited to, (i)



returning Product(s) without prior authorization from Manufacturer's (ii) returning Product(s) beyond the period prescribed by Manufacturer for returning the Product in the Return Policy, (iii) returning Product(s) without an RMA number written on the shipping label, or (iv) returning Product(s) without proper packaging, Manufacturer., reserves the right to: (a) refuse to accept delivery of such return and to charge the customer the retail price of such Product(s) at the time the Product(s) were shipped to the customer (as determined by Manufacturer plus a charge of \$100.00 to cover Manufacturer's collection and handling costs; (b) charge the customer for any other collection or legal expenses incurred by Manufacturer due to such failure to return the Product(s) in accordance with Manufacturer's Return Policy and it's how to return an item policy; and (c) inactivate the customer's account until such payment is made. While a customer's account is inactivated, Manufacturer shall not provide that customer with technical support or customer and warranty service. In all cases, the payment by Seller to customer of money due to the return by customer of Product(s) will not include the return of shipping charges. UNDER NO CIRCUMSTANCES SHALL SELLER REFUND SHIPPING CHARGES TO THE CUSTOMER.

## **Force Majeure**

Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, pandemics, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or other difficulties which are beyond the control, and without the fault of Seller. Quantities are subject to availability. In the event of production difficulties or Product shortages, Seller may allocate sales and deliveries at its sole discretion.

## **Exclusion of Implied Warranties and Limitation of Liability**

SELLER MAKES NO WARRANTY THAT THE GOODS SOLD HEREUNDER SHALL BE MERCHANTABLE OR THAT SUCH GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. IT IS UNDERSTOOD AND AGREED THAT IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF RENTING REPLACEMENTS AND ADDITIONAL EXPENSES, RESULTING FROM SELLER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SALE, OR FROM THE FURNISHING, PERFORMANCE OR



USE OF ANY GOODS OR SERVICE SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF SELLER, OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY OR MAY NOT APPLY TO YOU.

## **Substitutions and Modifications**

Seller reserves the right to substitute or change materials, parts, Product specifications or functional attributes at any time without notice. Seller also reserves the right to ship Product in multiple boxes and/or shipments.

## **User Rights to Software**

Any Software included with the Product is protected by copyright law and/or international treaty provisions. Rights relating to a particular Software program are listed in the license agreement document provided by the owner(s) of the Software that is included with the Product.

## **United States Government License Rights**

United States Government license rights in the Product(s) are limited to those mandatory rights identified in DFARS 252.227-7015 (b).

## **Governing Law, Jurisdiction and Costs**

This agreement is governed by the laws of the State of Georgia, without regard to its conflict or choice of law provisions. Customer acknowledges and agrees that Georgia is an appropriate place for venue of any litigation and that Georgia courts have jurisdiction over this agreement and customer. In the event the customer and Seller are unable to resolve any customer dispute, and any collection action, suit or other judicial proceeding is commenced, the prevailing party in any such collection action, suit or judicial proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred.



## Assignment

Customer may not assign its rights or obligations hereunder without the express prior written consent of Seller.

## Entire Agreement

The Terms of Sale constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, whether written or oral, relating to said sale, including any terms and conditions on any of customer's documents or purchase orders. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. If any provision of this agreement shall be held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

Display of order summary does not signify our acceptance of an order, nor does it constitute confirmation of our offer to sell. We reserve the right, at any time and without prior notice, to cancel or limit the quantity of product available for any item. Unless otherwise specified, manufacturer mail-in rebates are limited to one (1) per name, per family and/or per address.

## Payment Methods Accepted

At MOBIMED Inc., stores, warehouses and MOBIMED Inc., Online, you can shop using your credit card as requested by Seller: MasterCard, VISA, American Express, Discover® Network Card, Diners Club and debit cards. MOBIMED Inc., and MOBIMED Inc., Online are based in the state of Georgia, USA. When using a debit card as payment, the card is charged immediately following the authorization. The Issuing Bank determines when to release the hold on the dollar amount when merchandise is not shipped (backorder) or the order is cancelled.

### Credit Cards Accepted

