

## CAROLINA MEDICAL PARTS TERMS AND CONDITIONS

1. Carolina Medical Parts warrants that all repair services provided shall be free from defects in workmanship and materials under proper and normal use of the repaired part for a period of six (6) months from the date we ship the repaired part back to your designated location. During the warranty period there shall be no charge for repairs made to the part to correct any defects in the part resulting from the repair service we provided, including parts and labor during normal business hours (8:30 a.m.-5:00 p.m. local time, Monday through Friday, except holidays). If it is determined that the defect or problem is not related to the service provided by Carolina Medical Parts, or if it is a result of misuse or abuse, Carolina Medical Parts shall repair and charge you our regular repair price unless otherwise agreed to in writing by Carolina Medical Parts prior to the provision of such service.
2. EXCEPT AS SET FORTH HEREIN, CAROLINA MEDICAL PARTS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATIONS IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A SPECIFIC PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL CAROLINA MEDICAL PARTS BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ACKNOWLEDGEMENT. IN NO EVENT IS CAROLINA MEDICAL PARTS RESPONSIBLE FOR DAMAGES WITH RESPECT TO ANY PURCHASE ORDER IN EXCESS OF THE AMOUNT PAID UNDER THAT PURCHASE ORDER.
3. If an item(s) is sold/sent as an "EXCHANGE/LOANER", the customer must return a repairable item of the same part number and/or serial number. Exchanges/Loaners must be received within (15) days from date of return shipment. Failure to return a repairable item of the same part number and/or serial number will result in additional billing.
4. Any loaner products that Carolina Medical Parts provides must be returned by the customer within fifteen (15) days of you receiving your part from us. If you do not return our loaner product within fifteen (15) days we will charge you a five hundred dollar (\$500.00) daily fee. If the loaner product is not returned within thirty (30) days we will invoice you for the then fair market value of the part not returned.
5. All payments are due net thirty (30) days on the total invoiced amount. Any payment terms other than net 30 must be specifically approved by Carolina Medical Parts in writing prior to any service being provided. Failure to make payment within agreed upon terms shall void any and all warranty claims related to the part or service not paid.

**Return all parts to:**

**Carolina Medical Parts, LLC  
985 Pinebrook Knolls Drive  
Winston Salem, NC 27105**