

TERMS & CONDITIONS



Ordering Placement Policy: Minimum Order Policy

- Dealer Order (Forecasted; U.S. Inventoried Merchandise)
 - No minimum required
 - Lead time: Item will ship within 5 days of receipt of order
- Dealer Order (U.S. Inventoried Merchandise; Out of Stock or Large Order > Forecast)
 - No minimum required
 - Lead time: 55 days from manufacturers receipt of order to iMS receipt of merchandise. Plus customer ship time.
- Dealer Order (Non Forecasted; Non Inventoried Merchandise)
 - No minimum required
 - Lead time: 145 days from manufacturers receipt of order to iMS receipt of merchandise. Plus customer ship time.
- Distributor Order (U.S. Inventoried and Non Inventoried Merchandise)
 - Minimum required: Full container load required; 20ft or 40ft
 - Lead time: 145 days from manufacturers receipt of order to iMS receipt of merchandise. Plus customer ship time.

* Attempts to schedule early will be made.

Change Order Policy:

- **Stocked** orders that are changed are subject to a 20% change order fee and will require a revised purchase order. Change requests must be received within 24 hours after order confirmation is sent. The origin shipment date may be impacted.
- **Non-Stocked** orders are subject to confirmation of acceptance by manufacturer and may incur a 20% change order fee. Change requests must be received within 24 hours after order confirmation is sent. If change is approved, you will be required to submit a new PO reflecting the change. The original shipment date may be impacted.

Order Cancellation Policy:

- **Stocked iMS Product Cancellation**
 - Beyond 24 hours from transmittal of order confirmation, customer may cancel order and will be subject to a cancellation fee of 20%.
 - Orders cancelled and rescheduled are subject to a revised ship date.
- **Non-Stocked iMS Product Cancellation**
 - Up to 24 hours from transmittal of order confirmation, customer may cancel order without penalty. After 24 hours of transmittal and if the order is not in production, the customer can cancel with a 20% cancellation fee based on order value.
 - If the non-stocked order is already in production, the order may not be cancelled and the Customer will be charged 100% of the order price in the event the order is cancelled.

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Shipment Policy:

• Freight Terms

- FCA New Freedom, PA, USA. All products shipped from iMS become the property of the buyer when they ship from the iMS-Oakworks Inc. facility. Limited carrier provided insurance.
- CIP Destination: Carriage and Insurance provided to destination. Customer has opted to purchase additional insurance through iMS product offering. Carriage will also be billed to customer.
- Oakworks, Inc. offers freight insurance as supplement to the standard carrier coverage. Call Oakworks Customer Service for additional information.

• CIP Shipments Only

- Upon receipt of your order, inspect your goods to ensure that they were received without damage and/or potential damage and shortages. Failure to do so constitutes conclusive proof that the products were received complete and without damage. If you discover damage or suspect potential damage, prior to signing, clearly note in the space provided on the Bill of Lading the nature of the damage. In the event that damage is discovered, save all packaging materials for inspection. It is the responsibility of the recipient to immediately contact iMS and the shipping company to notify of any damages/shortages.

Storage & Delayed Pickup/Shipment Policy for Non-Inventoried Product:

When a Customer requests a delay of shipment from the Planned Customer Requested Ship Date, or the Customer has not arranged for the Freight Forwarder to pick-up the product on the Planned Customer Requested Ship Date, Storage Fees will be incurred.

- Courtesy Storage is extended during the first five business days of storage, after the planned ship date.
- Following five business days, a Storage Fee of \$50.00 per table/chair per partial/full week will apply.
- This fee will be billed to your account on the 1st of the month following storage.
- Accumulated Storage Fees are the responsibility of the party placing the order with Oakworks and must be paid in full to allow the release of the shipment.

iMS Evaluation Policy:

Product demonstrations are available at 923 East Wellspring Road, New Freedom, PA 17349. Appointments are required for demonstrations.

- Customer agrees to evaluate the product for 10 days and return to Oakworks, in like new condition using the original packaging, within 20 days of shipment/invoice date.
- Customer agrees to submit a purchase order for all evaluation orders clearly specifying the PO as an evaluation order and clearly specifying the agreed to outbound/inbound freight charges and restocking fees.
- Customer agrees to provide a product evaluation form and send to iMS after product evaluation period.

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If customer decides to purchase the table:

- Customer agrees to pay the full invoice amount including all shipping charges within 30 days of the shipment/invoice date

If customer decides to return the table:

- Customer agrees to pay all return shipping charges (determined prior and noted on the invoice) and the 20% restocking fee (or other predetermined amount, noted on the invoice)

Restock fee is negotiable under certain circumstances.

Advertised Price Policy:

iMS manufactured or distributed products are assigned to the following price policy category:

- MINIMUM ADVERTISED PRICE (MAP)-Products where the price cannot be less than 10% below MSRP. This policy applies to iMS Operating Room Tables, Hospital Beds, ICU Beds, Maternity/Delivery Beds, Gynecological/Urological Chairs, Treatment Chairs, and Patient Transport Stretchers.
- This policy applies to all websites, printed promotional materials & catalogs

iMS may issue written modifications to this policy at any time, at its sole discretion. Such modifications may include, without limitation, adding additional products to this policy and adding and/or deleting products to this pricing category.

Warranty & Repair:

Please visit www.inspiritmed.com for warranty and repair information on iMS products or contact us at 717-227-3100

Operating Room Tables and ICU Beds with Scale: This warranty is valid only with installation and in-service being performed and document by an authorized Service Provider. See section 2 of the Warranty document by visiting the link above for additional information.