



## PDG Product Design Group Inc. ("PDG") Dealer Purchase Policy

### General Terms and Conditions of Sale

At PDG, we endeavor to work with the highest quality rehabilitation technology providers. All PDG product providers must maintain the highest standards in sales, service and ongoing technical support for their clients.

#### 1. Payment Terms, Late Payment Financing Charges, Shipments held

The credit terms for the account will be communicated to the Dealer once PDG has reviewed the Credit Application submitted by the Dealer. Invoices not paid within agreed-up terms are subject to 1.5% per month financing charge unless otherwise agreed in writing within the Dealer Agreement. Purchaser agrees to pay invoices and financing charges when applicable as described herein upon receipt of invoice from PDG. Shipments will not be made to dealers with outstanding invoices above the maximum credit allowance for that dealer.

#### 2. Freight Terms

PDG will prepay freight and ship merchandise using standard ground delivery. All orders will be subject to shipping and handling charge payable by the Dealer. Risk of loss or damage to the products covered by Dealer Purchase Policy shall pass from PDG to Dealer at the time when PDG delivers the products to the delivery carrier.

#### 3. Credit Approval / New Members

Prior to processing a first order, Purchaser and any new Member of the Purchaser group will complete a Credit Application and return it to PDG. Orders will be processed as soon as they are received at PDG but cannot be shipped until credit approval is confirmed. All provided references must be current and may be contacted by PDG's credit department.

#### 4. Discount Level

PDG agrees to sell to Purchaser products at prices agreed to in writing and appended to the Dealer Agreement. PDG shall notify Purchaser of price changes for merchandise thirty (30) days prior to the effective date of such price change.

#### 5. Approved Dealer List

Upon execution of the Dealer Agreement and Credit Application, Purchaser shall provide PDG with the name, contact person, address, telephone number and e-mail address. Such list shall be updated by the Purchaser and provided to PDG as it is changed or modified.

#### 6. Sale

Upon receipt of a written order from Purchaser, PDG shall, subject to availability, sell merchandise to Purchaser and Purchaser will acquire title to the merchandise upon payment in full for said merchandise from Purchaser or a listed Dealer within Purchasers group. Dealers may place orders directly with PDG in the name of Purchaser, provided PDG has received a prior written general direction in the form attached hereto from Purchaser authorizing the specified Dealers to place such orders. Purchaser acknowledges that it is responsible for payment of all amounts owing to PDG as a result of merchandise shipped to each Member Dealer up to the credit limit which is established for that Dealer with PDG by the Purchaser and that each Dealer acts solely as an agent for Purchaser in all matters pertaining to this Agreement. The original of all invoices relating to sales of merchandise shall be in the name of the Purchaser. Copies of such invoices shall be sent to Dealers who have placed orders, at the addresses set forth in the Approved Member Dealer List. Merchandise ordered as 'demo' is subject to all of the terms of this agreement.

**TGIF POLICY** - PDG has a policy regarding the initial fit of products supplied, commonly referred to as TGIF (Thank Goodness it Fits). In an effort to ensure a PDG product properly fits an intended application when originally supplied, PDG will exchange components of equal or lesser value as requested by the dealer within 30 days of original shipment from PDG. Shipping costs related to return of components deemed inappropriate and shipping of replacement or alternative components will be paid by the dealer. In cases where the product is an 'Express' version wheelchair, exchanges are limited to include options normally available for that Express product. Other components supplied for an 'Express' product will be processed as 'Parts' orders and will be priced accordingly.



## 7. Returns

All returned items are subject to a minimum restocking fee of 25%. Merchandise must be returned in new/unused condition within 30 business days of PDG's invoicing date. All custom items (i.e. Reinforced frames, upholstery, cushions & backrest (cut to order)) are non-cancellable. Purchased demos, items on sale, and products not listed and priced on a PDG price list, are non-returnable and non-refundable. In addition, sanitary items such as cushions, backs, and headrest may not be returned. All returned items must have prior approval, in the form of a return authorization number issued from a PDG customer service representative. The invoice number, serial number, and reason for return are required before a return authorization will be issued. In the case of damaged product pictures may be requested. All returned goods must be shipped prepaid with the return authorization number clearly visible on the outside of the box. Dealer accepts responsibility for all shipping related costs resulting from the return and replacement of goods. No cash on delivery shipments will be accepted. Shipping costs related to the movement of demo equipment or parts back to PDG, or to an alternate dealer are the sole responsibility of the dealer where the products are currently located.

## 8. Delivery and Change in Title

Purchaser hereby directs that PDG shall deliver merchandise directly to a Dealer placing an order or otherwise as the Dealer may direct by written notice to PDG. Purchaser acknowledges that in no event, and notwithstanding sections 2 and 9, shall title to merchandise pass to Purchaser until PDG has received payment in full for such Merchandise.

## 9. Payment and Security Interest

Purchaser assumes the obligation to pay PDG for merchandise ordered by Purchaser or by Member Dealers on behalf of Purchaser. Purchaser shall pay invoices in accordance with PDG's then applicable payment terms. Member Dealers may make payments directly to PDG on behalf of Purchaser. Purchaser shall provide notice to PDG in writing of the withdrawal of a Member Dealer from the Approved Dealer List and Purchaser shall pay all invoices relating to the withdrawing Dealer which are received by Purchaser from PDG within 30 days after the date that notice is given. The Purchaser grants PDG a security interest in all the merchandise purchased by the Purchaser from PDG and in the proceeds thereof in an amount equal to the Purchaser's indebtedness to PDG at any time outstanding.

## 10. Trademarks

Purchaser shall not acquire, and hereby expressly disclaims any right, title or interest in and to the name "PDG" or any of PDG's brands, trade marks, service marks, or trade now existing or hereafter acquired by PDG, all of which are or shall be and shall remain the sole and exclusive property of PDG. Purchaser shall refrain from altering, obliterating, defacing, or removing any trade name, brand, trade mark, service mark or serial number carried on any merchandise or on the packaging in which such merchandise normally is enclosed at the time of resale and only with PDG's prior written authorization, add any trade name, brand, trade mark or service mark to any merchandise. It is understood that PDG products purchased by Purchaser are for the sole usage of Purchaser and are not to be resold or traded to any other dealers. Products sold to Purchaser are for sales in the USA Marketplace only and are not to be sold to or shipped to any foreign dealers or distributors.

## 11. Liability

PDG shall have no liability, whether arising as a result of negligence or otherwise, for any incidental or consequential damages arising out of or in connection with the sale, use or performance of any of the merchandise by Purchaser or Purchaser's customers. The Purchaser agrees to indemnify and hold harmless PDG from any and all claims, losses, damage, charges, expenses, (including any and all reasonable expenses involving attorney's fees and product recall) which may be made against PDG or which PDG may incur arising out of any negligent actions of the Purchaser, including but not limited to the maintenance, repair, or alteration of any PDG product. Any and all guarantees, terms and conditions regarding indemnity contained on routine customer invoices shall be superseded and controlled by this document.

## 12. Refusal of Orders

Notwithstanding any other provision of the Dealer Agreement, PDG shall not be obligated to fill any orders made by Purchaser or a Dealer relating to a Dealer who is unacceptable to PDG for any reason ("Excluded Dealer").