

## **PDG Dealer Purchase Policies**

At PDG, we endeavor to work with the highest quality rehabilitation technology suppliers. All PDG product providers maintain the highest standards in sales, service and ongoing technical support for their clients. PDG Dealers are required to sign a PDG Dealer Purchasing Agreement prior to our shipping their first product order.

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

30 day payment terms will apply to all purchases made by Purchaser unless otherwise agreed in writing within the Dealer Agreement. 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. Finished goods valued over \$250.00 suggested retail will be shipped 'free freight'. When Purchaser requests expedited shipment for finished goods, Purchaser will be invoiced and agrees to pay the difference in cost between std. ground delivery charges and expedited shipping charges. All Parts orders and finished goods orders less than \$250 suggested retail will be shipped 'pre-paid' and freight charges will be added to the invoice.

### **3. Credit Approval / New Members**

Prior to processing a first order, Purchaser and any new Member of Purchaser group will complete a Credit Application (Schedule C) 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 will 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, fax, and e-mail numbers. Such list shall be updated by 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**

'Custom Manufactured' products, price reduced 'On-Sale' items, and all Merchandise not specifically listed on PDG Product Specification Sheets, are non-returnable and non-refundable. Sterile items may not be returned if the seal or packaging is broken or puncture. Cushions, pillows and other products where the intended use is to be in direct contact with the human body may not be returned.

All returnable goods must have prior approval from PDG Customer Service. When making inquiries, reference our Invoice number, product name and serial number. All returned goods must be shipped prepaid in their original and undamaged packaging. Collect return shipments will not be accepted. Purchaser accepts responsibility for all costs relating to return of goods, including equipment on-loan and 'Trial' equipment. PDG will not reimburse for any unauthorized repairs. All returns, including products ordered as 'demo' are subject to a minimum-restocking fee of 25%. Merchandise returned for credit must be in 'as new' condition. Goods may not be returned for credit after 60 days from billing date.

#### **8. Delivery and Change in Title**

Purchaser hereby directs that PDG shall deliver Merchandise directly to a Dealer placing an order or otherwise as Purchaser may direct by written notice to PDG. Purchaser acknowledges that in no event, and notwithstanding section 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 Canadian 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").