



MAKERS OF RESPIRATORY VALVES SINCE 1938

HANS RUDOLPH, inc.

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RETAIL ORDERING POLICY DOMESTIC & INTERNATIONAL

Effective June 1, 1998

TERMS & CONDITIONS

Hans Rudolph, inc. (referred to as Seller) reserves the right to make changes at any time, without notice, in prices, colors, materials, specifications and models, and also to discontinue models. Seller reserves the right to ship all products in conformance with the latest design changes.

Seller reserves the right to correct clerical or stenographic errors in quotations, orders, acknowledgments, invoices or other documents.

Published List Prices do not include freight, insurance, handling or packaging charges. These charges are applicable as defined in our Shipping Policy section.

Under no circumstances shall anything herein be construed to constitute an exclusive right as to the output of any particular item or service provided by Hans Rudolph, inc., unless expressly stated in writing, to the contrary.

All work performed in the preparation of a quotation and the possible resulting order/contract contains proprietary property, including design, engineering, technical manufacturing, equipment and tooling which will remain the property of Hans Rudolph, inc. The location and possession of such proprietary property will remain in control of Hans Rudolph, inc.

ORDERING POLICY

Minimum Order \$25.00 before freight & insurance charges.

We cannot accept phone orders. Please fax, e-mail, or mail your orders. If a fax number is provided, your order will be confirmed by fax.

Technical Assistance Hans Rudolph, inc. Product Assistance is available from 8:00 am-4:30 pm Central Standard Time (C.S.T.), Monday through Friday. Refer to our toll free telephone (USA & Canada), Worldwide telephone or fax number.

Special/Custom & OEM Contract Order Items are sold on a non-returnable basis only. In the event of our being requested to accept a cancellation of an order, a service charge may be made.

Proforma Invoices will be prepared by us at no charge upon your request.

SHIPPING

All goods sold Ex-Works Shipping Point, our plant, Shawnee, Kansas, U.S.A.

Domestic

- Standard Shipment - UPS insured, freight and insurance charges prepaid and added to invoice as a separate item.
- Non-Standard Shipment - Air and Truck insured, all transportation **charges collect**.

International

- Standard Shipment-Air Freight Insured, freight and insurance charges where applicable are prepaid and added to invoice as a separate item. Buyer bears all freight and customs charges.
- **\$35.00 charge per order** for Export Documentation, Packaging and Handling. It is shown as a separate item on invoice.

Insurance - All shipments will leave our plant fully insured. If Buyer carries insurance and desires to have it replace ours, then an active insurance certificate must be attached to the purchase order and made a condition of the order.

Damaged or Lost Goods in Shipment – When a shipment leaves our plant, it becomes the Buyers/Consignee's property, even if lost or damaged in shipment. Insurance will cover any loss or damage during shipment as long as the buyer observed the following rules: (1) Refuse any package which is not in perfect condition. Once a package has been accepted, the buyer must contact Hans Rudolph, inc. (HRI) immediately (2) If damage is discovered during unpacking, keep all packing material and notify HRI immediately for further instructions.

We will assist customers in recovering the damages, but cannot help unless the damage has been reported immediately and the necessary documentation provided. When notifying HRI of damages, please have the following information handy; the purchase order number, the date of arrival and the nature of the damages and preferably digital pictures. Once the claim has been settled, shipment can be made on the damaged or lost item.

Drop Shipments are not made. Only exception is to divisions or branch offices of the company issuing the purchase order.

PAYMENT TERMS

Domestic

- We accept MasterCard, Visa, or American Express.
- Net 30 days from date of Invoice with a Purchase Order Number.
- C.O.D. or Payment in Advance without Purchase Order Number.
- **If an account shows an outstanding balance exceeding 30 days, any open orders, and all future orders, will be held until full payment is received by us.**



International

- We accept MasterCard, Visa, or American Express.
- Net 30 days from date of Invoice **with** a Purchase Order.
- C.O.D. or Payment in Advance **without** Purchase Order.
- **Checks** must be in U.S.A. dollars, drawn on a U.S.A. bank. First bank to handle payment in U.S.A. dollars should send check directly to our office at 8325 Cole Parkway, Shawnee, Kansas 66227, U.S.A.



NEW - INTERNATIONAL WIRE TRANSFERS ACCEPTED THROUGH:

Country Club Bank

ABA or Routing Number: 101001306

4328 Madison Avenue

For Credit of: Hans Rudolph, inc.

Kansas City, MO 64111 USA

Account Number: 16004554

- **If an account shows an outstanding balance exceeding 30 days, any open orders, and all future orders, can be held until full payment is received by us.**

RETURN GOODS POLICY

Goods ordered in error are subject to all the conditions, A,B,C,D,E, & F.

- A. Goods may only be returned after your receipt of a **return authorization number (RAN)** from Hans Rudolph, inc.
- B. When applying by telephone or in writing for your **(RAN)** provide us with name, telephone number, purchase order number, Hans Rudolph invoice number, part number, quantity and reason for return. Include this information in your package as well.
- C. Goods will be subject to a restocking charge of \$20.00 minimum up to 20% maximum of list price, subject to our inspection as noted in Condition F below.
- D. Goods returned must be shipped fully insured with freight and insurance charges prepaid. **Collect shipments will not be accepted.**
- E. Mark your **(RAN)** on outside of package.
- F. The following list of goods are **NOT ELIGIBLE FOR RETURN** unless proven defective (Refer to our Repair & Warranty Service Policies):
 1. Special order items
 2. Expendable Products (RE: Warranty Section)
 3. Goods held over (30) days from Hans Rudolph's invoice date
 4. Used goods not in original shipping containers
 5. Goods which have been altered or abused in any way

REPAIR/SERVICE POLICY

Goods returned to Seller for **Non-Warranty Repair** will be subject to Conditions A,D, & E of Return Goods Policy and Conditions G & H below. Goods returned to Seller for **Warranty Service** will be subject to conditions A,B,D, & E of Return Goods Policy.

- G. When applying by telephone or in writing for your **(RAN)**, provide us with name, telephone number, part number, description of the problem or malfunction. Include this information in your package as well.
- H. After our receipt of your package we will evaluate the REPAIR condition and quote you a firm price and delivery, Ex-Works our plant Shawnee, Kansas. We will not proceed with the service until receiving a purchase order from you.

RENTAL PROGRAM

Rental Products are available at a **charge** to the customer, **plus shipping costs, both ways**. This program is for customers who require to keep their systems up and running and cannot be out of operation during normal repair or calibration of a Rudolph Product. Contact Hans Rudolph, inc. for a **Return Authorization Number (RAN)** to obtain the rental product. A purchase order is required from you for us to ship this rental.

SUBMISSION OF IDEAS AND PROPOSALS

The policy of Hans Rudolph, inc. is to encourage and develop ideas, suggestions and proposals which could produce improved products or services. Hans Rudolph, inc. tries to give equal consideration to both ideas submitted from outside Hans Rudolph, inc. and ideas submitted from within Hans Rudolph, inc. From time to time the same or substantially similar ideas or proposals are submitted by different individuals.

Because of the various personnel involved in the evaluation of submitted ideas, suggestions or proposals, it is difficult, if not impossible to maintain data and material in secrecy. Therefore, Hans Rudolph, inc. must decline to evaluate any ideas, suggestions or proposals submitted as confidential, or to maintain any data or material in secrecy.

Although Hans Rudolph, inc. recommends that individuals outside of the organization avail themselves of the patent, trademark, or copyright offices or other appropriate governmental agencies to protect their ideas, suggestions and proposals to the extent provided by law, it is not necessary to obtain or apply for a patent, trademark registration, or copyright registration on an idea, suggestion or proposal before submitting it to Hans Rudolph, inc. However, the obligations of Hans Rudolph, inc. shall be **only those which are set forth in a formal written unsolicited idea agreement**, or those based on the infringement of a valid patent, trademark registration, or copyright registration.

PRODUCT WARRANTY

Warranty Limitation or Liability. For a period of one (1) year from the date of shipment of Seller's products, Seller warrants that at the time of shipment the products conform to the description on the face of the shipper. **Seller makes no other warranty of any kind, either expressed or implied, in fact or by law, including without limitation any warranty of merchantability or fitness for a particular purpose.** The liability for products covered by this warranty is limited solely to replacing, repairing, or issuing credit for, at the discretion of the Seller, the parts that are found during the warranty period to have been damaged or defective upon shipment, provided that Seller will not be liable under the warranty unless (i) Seller is promptly notified in writing by Buyer upon discovery of such damage or defect; (ii) the defective unit or part is received by Seller, transportation charges prepaid by buyer; (iii) the defective unit or part received by Seller for adjustment no later than four weeks following the last day of the warranty period; and (iv) Seller's examination of such unit or part shall disclose, to its satisfaction, that such defects or failures have not been caused by misuse, neglect, improper installation, unauthorized repair or alteration of accident. If the equipment manufactured by the Seller consists primarily of parts manufactured by others, Seller will only make available for the Buyer's benefit those warranties which Seller has received from third party manufacturers. Any authorization of Seller for **repair or alteration by the Buyer must be made in writing to prevent voiding this warranty. Seller shall not be liable for special, indirect or consequential damages, nor shall be liable for damages of any kind arising from the presence or use of any Seller's products, whether used singly or in combination with other products or substances.** Determination of the suitability of any of Seller's products furnished hereunder for the use contemplated by Buyer is the sole responsibility of Buyer and Seller shall have no responsibility in connection therewith. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of the use or possession of Seller's products. The warranty as herein above set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise to grow out of, the renderings or technical advice or service in connection with Buyer's order or the products furnished hereunder. In any event of misuse, abuse, misapplication, improper operation, or improper maintenance of the product, or inadequate training, instruction, or warning to persons using said product, or operation of the product involving materials which has not been previously disclosed to and approved by Seller in writing, or any alteration or modification of the equipment by Buyer or any subsequent purchaser which results in any claim, liability, judgment, and costs, including attorney's fees, against or incurred by Seller, then Buyer hereby agrees to indemnify Seller against and hold Seller harmless from any such claims, liabilities, judgments and costs. Product Data Sheets, Instructions for Use, Maintenance documents, and Service & Instruction Manuals supplied with the products specify where applicable the Service or Reuse Life limitations for products that require disinfection and cleaning processes between patient uses. This includes products that have limited life of use and those that are labeled as disposable single patient use. Please contact Hans Rudolph inc. to request these documents or download them at www.rudolphkc.com.

FORCE MAJEURE

Seller's performance hereunder is subject to acts of God, acts of Purchaser, acts of civil or military authority, priorities, government requirements or regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout or other labor difficulty, riot, war, insurrection, epidemics, quarantine restrictions, shortage of or inability to obtain labor, materials or production or transportation facilities, delays, interruptions in transportation, extraordinary inflation cost of Seller's performance, and all other disabling causes without regard to the foregoing enumeration beyond Seller's reasonable control, and Seller shall not be liable for any incidental, special or consequential damages caused by or arising from any failure or delay in manufacture, shipment or delivery of products resulting therefrom. The terms of agreement, including the date for delivery, shall be deemed suspended so long as any such cause prevents or delays Seller's performance.

