



TERMS & CONDITIONS

PLACING YOUR ORDER

- When placing your order with us, please refer to your customer account number. This can be found on your invoice and packing list.
- Please contact Customer Service Department when ordering special parts. They will be able to assist you even in the case that parts are not listed individually.

TERMS OF SALE

- Net 30 days for regular customers with established credit.
- Visa, MasterCard, Discover and American Express credit cards are accepted, but may be subject to a convenience fee at the seller's discretion.
- I (we) also understand and agree that credit grantor will add interest charges of 1.5% per month to any balance not paid in a timely manner in accordance with said Terms and Conditions.
- I (we) agree that any action to collect a debt or to enforce rights for items purchased or credit extended shall be commenced in Maricopa County, Arizona Superior Court and I (we) consent to jurisdiction for such action.

PRICING

- Pricing is subject to change without notice and products are priced "each" unless otherwise noted.
- When calling our Customer Service Department please ask if your price listings are current.
- This catalog is available free of charge to any qualified individual, organization or institution.

SHIPPING TERMS

- Our Standard shipping terms are F.O.B Phoenix, AZ.
- Stock items can be shipped within two days after receipt of your order.
- Whenever possible, we ship via UPS Ground Service. For emergency orders, we will gladly ship your order via UPS Air for guaranteed delivery within one or two days for an additional cost.
- All orders that require a pallet will ship via LTL Carrier and are not eligible for Air Transportation.

NATIONAL SALES FORCE

- Phoenix Long Term Care supports our customers with a National Sales Force to assist with product demonstrations or any technical questions about our products. Please ask our Customer Service Department for the name of the representative in your area.



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RETURNED GOODS

- All returned goods must have an authorization number assigned by our Customer Service Department. Returns must be requested within 20 days from date of original shipment and must arrive no later than 45 days from date of original shipment.
- Please refer to your purchase order number and customer account number when phoning in your request for returning merchandise.
- All returned goods must be sent prepaid. Any return that is not prepaid will be refused.
- Any cart with Electronic or Pushbutton locking systems, materials that have been modified or are not in NEW resalable condition are non-returnable. Large or Custom orders are subject to contract and are non-returnable.

RESTOCKING CHARGE

- A 35% restocking fee will be charged to your account for returned merchandise.
- If we shipped incorrect merchandise, there will be an exception to the policy. If this is the case, please call our Customer Service Department and report the incorrect shipment. The same policy regarding an authorization number applies.

DAMAGED OR MISSING GOODS

- All damages must be reported to Phoenix LTC the day the items are delivered.
- You have 10 days from the delivery date to report missing items to Phoenix LTC.
- If you receive a shipment via truck, inspect all cartons at time of delivery. If you receive a package that you believe is damaged, we ask that you do not sign for it. Open all packaging and report any damage at 855-MED-CART as soon as possible.
- You MUST make note of any damages on Carriers Delivery Receipt or Bill of Lading at the time of the claim
- You may be asked to take pictures of the damage to send to Phoenix LTC to file a claim.
- Damage that is not recorded on the Carriers Delivery Receipt will be considered Concealed Damage and will be the responsibility of the customer.
- Please save all boxes and packing materials to show that the items were packed properly.

PRODUCT WARRANTIES

- Phoenix Long Term Care (Seller) warrants the products it manufactures to be free from defects in material and workmanship under normal and proper use and service for a period not exceeding five (5) years from the date of delivery to the original location.
- This warranty does not apply to any product that has been subject to abuse, misuse, negligence, modification, normal wear or an accident (dents & scratches are considered normal wear).
- Electronic components and plastic parts have a one (1) year warranty under the aforementioned conditions of use.
- The Seller's liability is limited to the cost of the repair or replacement of any products (at its factory) which fail to comply with the foregoing warranty. In no event shall the seller be liable for any consequential damages claimed as a result of breach of the foregoing warranty.
- The purchaser must reference the original order document on Seller's invoice on any claims. The Seller will determine in the products should be returned to the factory or if parts should be sent to the customer for repair of the product.
- The warranty stated herein is in lieu of all warranties, expressed or implied, including but not limited to merchantability or fitness for a particular purpose.



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PHOENIX LTC SOFTWARE SUBSCRIPTION TERMS & CONDITIONS

These Terms & Conditions ("Terms") apply to all software and software-based services provided by Bergmann Precision Inc. dba Phoenix LTC ("Phoenix LTC"). By accessing or using Phoenix LTC Software Services, Customer agrees to be bound by these Terms.

1. Definitions

- **Software:** Phoenix LTC-owned application software, embedded and/or integrated software, interface software, and any related software licensed under these Terms.
- **Phoenix LTC Software Services:** Subscription-based cloud services that support Customer's Products, including StatSafe portal services.
- **Subscription Term:** Monthly recurring license term that begins upon product receipt and renews automatically unless canceled in writing.

2. License & Scope of Use

Phoenix LTC grants Customer a **limited, non-exclusive, non-transferable license** to use the Software and Phoenix LTC Software Services during the Subscription Term:

- Solely for Customer's internal business operations
- Only in conjunction with Phoenix LTC-approved hardware and systems
- In accordance with applicable user guides and relevant laws

Reverse engineering, sublicensing, or separating embedded software from the hardware is prohibited. Phoenix LTC may suspend access if unauthorized use or security violations are suspected.

3. Subscription Term & Renewal

- Monthly term automatically renews unless Customer provides written notice **at least five (5) days** prior to renewal.
- Phoenix LTC may adjust Subscription Fees with advance notice prior to a renewal period.

4. Pricing & Payment

- Customer will pay Subscription Fees as invoiced by Phoenix LTC on a recurring basis.
- Payments are due within **10 days** of invoice unless otherwise stated. Late charges may apply.
- Customer is responsible for applicable taxes.

Failure to pay may result in suspension or termination of Services.

5. Phoenix LTC Responsibilities

As long as Subscription Fees are current, Phoenix LTC will provide:

- **24/7/365** telephone technical support
- Commercially reasonable error correction
- Remote support where Customer enables secure remote access
- Periodic software updates to improve functionality



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6. Customer Responsibilities

Customer must:

- Maintain required technical infrastructure and prerequisite systems
- Provide adequate network and facility access for remote support
- Obtain and maintain third-party licenses necessary for interoperability
- Ensure compliance with all biometric-consent obligations, when applicable

If Customer shares infrastructure across multiple affiliated facilities, Phoenix LTC may suspend service for all locations if any fail to pay Subscription Fees.

7. Biometric & Other Secure Data

Some Software Services may utilize biometric authentication features. To the extent used:

- Customer is responsible for obtaining valid user consent to collect and transmit biometric data
- Phoenix LTC encrypts biometric records at rest and in transit
- Data is retained only while the user account is active and deleted upon deactivation
- Privacy practices are governed by the Phoenix LTC Biometric Information Privacy Policy, incorporated by reference

8. Warranty Disclaimer

Software Services are provided **as-is** with no implied warranties including merchantability or fitness for a particular purpose.

9. Limitation of Liability

To the fullest extent permitted by law:

- **No liability** for indirect, special, punitive, or consequential damages such as loss of profits or business interruption
- Total liability relating to Software Services will not exceed the Subscription Fees paid for the prior six (6) months

10. Termination

Phoenix LTC reserves the right to terminate service if customer is in violation of any portion of the **Phoenix LTC Software Subscription Terms & Conditions**.

11. Compliance

Each party will comply with all applicable laws including U.S. export controls, federal healthcare program requirements, and obligations for reporting discounts and pricing where applicable.

12. Governing Law

These Terms are governed by the laws of the State of **Arizona**, with exclusive jurisdiction and venue in Arizona state and federal courts.

13. Entire Agreement

These Terms, plus the applicable quote or Customer Agreement, constitute the entire agreement regarding Software Services and supersede prior proposals or discussions on this subject.