

## **Terms and Conditions of Sale**

### **Return Policy**

All parts returned must have a valid RMA (Return Material Authorization) number specific to the purpose of return.

### **EXCHANGE POLICY**

1. All Exchanges require a valid RMA (Return Material Authorization) number. RMA numbers valid for exchange only will be issued at the time of sale.
2. Exchange parts are identified at the time of sale and noted on all invoices.
3. A "Like and Repairable" part must be received at the AllParts Medical facility, within 15 days of the original date of shipment. If an exchange part is not received at the AllParts Medical facility within 15 days of the date of shipment, the customer will be Additional Billed.
4. Additional Billing - Failure to return an exchange part within 15 days from the original date of shipment will result in an Additional Billing and the cancellation of the original Exchange RMA. The Additional Billing will be calculated as the difference between the OEM Outright price and the Purchase Price or at AllParts Medical's discretion.

**\*\*Sourced Parts:** Additional bill will reflect the Source Vendors Policy

5. Additional Billing Credit -Returning a part after additional billing has occurred requires a new Valid RMA (Return Material Authorization) to be requested. If the exchange part is returned after the additional billing has occurred the following credits will be issued:

Up to 45 days after additional bill ===== 50 percentage of the additional bill

46-180 days after additional bill ===== 25 percentage of the additional bill

**\*\*Sourced Parts** ===== Credit percentage (if any) will reflect the Source Vendors Policy

**\*\*Exchanges** received without a valid RMA after an additional bill will receive no credit and become the property of AllParts Medical.

6. If the exchange received is not a "Like and Repairable" part, the customer will be Additional Billed. The original part received may be returned at the customer's request and expense, or it will become the property of AllParts Medical.

### **RESTOCK POLICY**

1. AllParts Medical allows the restocking of parts up to 15 days from original date of shipment.
2. All Restocks require a valid Restock RMA (Return Material Authorization) number valid for restock only to be requested within 15 days of the original shipment date. Please contact the AllParts Medical Customer Service Staff to obtain an RMA number prior to returning product.
3. Restock is void if the serial number has been altered or removed from the product.
3. All Restock parts returned without a Restock RMA number will be processed as an Exchange part.
4. If the part is returned within 20 days from the original date of shipment, the following Restock credit will apply:

Un-Opened 85percentage (Restock Fee 15percentage)

Opened 80percentage (Restock Fee 20percentage)

After 20 Days No Credit; Part processed as an Exchange

**\*\*Sourced Parts** Credit percentage will reflect the Source Vendors Policy

### **WARRANTY POLICY**

AllParts Medical warrants its product against any defects or malfunctions for 90 days unless otherwise specified at the time of sale. Details of warranties for X-ray tubes will be made available at the time of order or by inquiry to AllParts Medical. This warranty is void if the serial number has been altered or removed from the product. If the failure of the product is a result of accident, abuse, misapplication or Acts of God, AllParts Medical shall have no responsibility under this warranty policy. Warranty terms and credit terms are as follows:

1. All warranty claims require a valid Warranty RMA (Return Material Authorization) number valid for warranty only to be requested within 90 days of the original shipment date or as stated at the time of sale. Please contact the AllParts Medical Customer Service Staff to obtain an RMA number prior to returning product. In an effort to expedite the warranty claim and confirm the failure of the part, please note that you may be required to speak to a technical engineer prior to receiving a replacement.
2. All warranty parts must be returned to AllParts Medical within 15 days of the Warranty RMA.
3. All warranty parts returned without a RMA number will be processed as an Exchange part and no credit will be issued.
4. All warranty claims will undergo a technical review validation, and credit will only be issued on valid and approved warranty claims.

### **LIMITED WARRANTY**

ALLPARTS MEDICAL warrants that the parts (other than X ray tubes) will meet manufacturer specifications during the applicable Warranty Period, defined above.

Warranties for any other Parts, if any, are exclusively those offered by the manufacturer or re-furbisher of such Parts. Except for the warranties described above, all parts are sold AS IS, and WITH ALL FAULTS, and ALLPARTS MEDICAL MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PARTS SOLD UNDER THIS POLICY AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **LIMITATION OF LIABILITY**

ALLPARTS MEDICAL'S TOTAL LIABILITY FOR ANY CLAIM UNDER THIS POLICY IS LIMITED TO THE PRICE OF THE PART(S) WHICH ARE THE BASIS FOR SUCH CLAIM, REGARDLESS OF WHETHER SUCH CLAIM IS MADE AT LAW, IN TORT, IN CONTRACT OR PURSUANT TO ANY OTHER THEORY, INCLUDING STRICT LIABILITY. NEITHER ALLPARTS MEDICAL NOR CUSTOMER WILL HAVE ANY LIABILITY TO THE OTHER FOR PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS OR REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. THE TRANSACTION DESCRIBED IN AND THOSE OCCURRING PURSUANT TO THIS POLICY ARE EACH COMMERCIAL TRANSACTIONS. ANY ACTION RELATED TO THIS POLICY SHALL BE BASED SOLELY ON COMMERCIAL LAW PRINCIPLES. NEITHER PARTY SHALL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER ARISING FROM THIS POLICY OR TRANSACTIONS OCCURRING PURSUANT HERETO.

### **REGULATORY**

Many states require recipients of items considered medical devices that are for prescription use only to be registered with their state's department of health or board of pharmacy. It is the responsibility of the recipient of this item to ensure compliance with their individual state's requirements.

### **SHIPMENT AND RISK OF LOSS**

Unless otherwise stated, all parts shall be shipped EXW INCO 2010 AllParts Medical's shipping dock, with prepaid freight at Customer's expense, and title and risk of loss shall pass to Customer at that point. Unless otherwise agreed, AllParts Medical shall select carriers.

**\*\*Please contact the AllParts Medical at (866) 507-4793 to obtain an RMA number prior to returning product.\*\***

**APM Parts Hotline 1-866-507-4793**

**Monitored 24x7 - Every day of the year!**

**For all other inquiries, email us [apmsales@philips.com](mailto:apmsales@philips.com)**