## **Terms and Conditions of Sale and Warranty Information**

#### **Medical Products**

Pressure Regulators – CGA 870, CGA540; Conserving Devices – CGA 870, Low Pressure Links; Escort Portable LOX; Flow Selectors; Integrated Regulators (VIPR) – Walk-O2-About (WOB), Homefill II, IFILL, Respironics; Post Valves – Integrated Post Valves, Homefill II, IFILL Merits; Disposable Post Valves – CGA 870, CGA 910, CGA 930, CGA 940, CGA 950, CGA 960, CGA 973; WOB Quick Disconnect; O2 Alert.

#### Terms and Conditions of Sale

Payment terms are NET 30 DAYS on open account. New customers must submit a credit application to open an account. MasterCard, VISA and American Express are welcomed. In the event of nonpayment of an invoice, all collection fees and/or legal fees incurred by The Respiratory Group, as permitted by law, will be added to the balance on that account.

### Warranty and Exclusive Remedies

The finished products supplied by The Respiratory Group, when properly installed and under normal conditions or use, are warranted by The Respiratory Group to be free from defects in material and workmanship at the time of shipment.

A warranty claim shall be limited to repair or replacement of the product, if it is shown to have been defective in material and/or workmanship at the time of shipment. The Respiratory Group reserves the right, at its sole discretion, to refund the purchase price, in lieu of repair or replacement.

In any event, The Respiratory Group shall not be liable to customers or third parties (in warranty, contract, negligence, strict liability, or otherwise) for any damages, whether incidental or consequential, which are allowed to have been caused by one or more of our products, beyond the cost to the customer of the subject product(s), the exclusive remedy for any claim having been limited to repair or replacement as above stated.

The customer is responsible for determining the suitability of our products for customers' use or resale, for customers' incorporating them into objects, or for applications which the customer designs, assembles, constructs, manufactures, or services. This is the extent of the warranty offered by The Respiratory Group. No other warranties shall be expressed, implied, or inferred.

#### Freight Policy

Prices quoted and listed are f.o.b. shipping point. Free freight is available on purchases of 100 cylinders or more. Surcharges for express delivery services will apply as applicable. Please contact our Customer Service Team at 888-443-7210 for details.

**Shipping Policy** 

Stock items are shipped the same day when orders are placed with The Respiratory Group prior to 1:00 p.m. (Central Standard Time). Express service is available upon request and at additional cost.

# Five-Day Inspection Policy

Please carefully and fully-inspect your order immediately upon arrival. Claims for shortages or damaged merchandise must be filed directly with The Respiratory Group's Customer Service Department within five (5) BUSINESS days after recorded receipt of shipment from The Respiratory Group. Claims filed after five business days will not be honored. Damaged merchandise should be returned in the original shipping carton.

## **Return Goods Policy**

Advanced authorization must be received from The Respiratory Group prior to returning merchandise. Contact our Customer Service Department with the following information:

INVOICE NUMBER AND DATE ITEM NUMBER AND QUANTITY REASON FOR RETURN Copyright Information

Many of the names and descriptions included in our product specification information are trademarks of their respective companies or other copyrighted materials. All rights are reserved by the copyright holder(s).