

COMPLETE AGREEMENT

The terms and conditions contained herein constitute the sole and entire agreement between the parties and are the only basis upon which 1800Endoscope.com LLC ("1800Endoscope") offers to sell goods to the buyer, unless otherwise agreed to in a writing signed by a duly authorized representative of 1800Endoscope. Buyer's terms and conditions shall be of no effect to the extent they are inconsistent with or in addition to these terms and conditions and notwithstanding anything contrary in the Buyer's purchase order, by paying the invoice Buyer accepts all of these terms and conditions set forth herein.

PAYMENT AND CREDIT TERMS

Terms are Secured COD, Credit Card or Wire. Upon approval for credit, terms are net thirty (30) days from the date of each invoice subject to Buyer maintaining credit arrangements satisfactory to 1800Endoscope. 1800Endoscope reserves the right to revoke credit terms extended to Buyer in the event (i) Buyer fails to pay for any goods or services, previously or subsequently delivered or performed, when due, or (ii) in the sole judgment of 1800Endoscope there has been a material adverse change in the Buyer's financial condition. Upon such determination, 1800Endoscope shall have the right to demand payment or other assurances which it deems adequate before the shipment or performance of any other goods or services.

TAXES AND OTHER CHARGES

In addition to the purchase price, Buyer shall pay all applicable taxes, and similar charges imposed by government entities, whether federal, state, or local.

FAILURE TO PAY; SECURITY INTEREST

Failure to make any payment when due shall cause the entire amount of the unpaid debt to become immediately due and payable, at the option of 1800Endoscope. In addition to any other rights of 1800Endoscope, 1800Endoscope may, upon default of the Buyer in payment (a) apply a service charge at the rate of one and one half percent (1 ½%) per month on the unpaid balance and/or (b) remove the product and hold it or sell it at public auction or private sale, it being understood that 1800Endoscope is permitted to purchase at any public sale. If the unpaid balance plus interest and/or service charges is not satisfied from the net proceeds of the sale (after deducting reasonable removal, storage, taxes, and attorney's fees and other ordinary or necessary expenses incurred in connection therewith) then Buyer shall pay on demand and such deficiency as liquidated damages for breach of contract, along with all agency, attorney's fees and court costs incurred by 1800Endoscope in the collection of delinquent payments.

Buyer hereby grants 1800Endoscope a security interest in the products and any proceeds (including accounts receivable) as security for its obligation hereunder and will execute any document required to protect this interest.

SHIPMENTS AND DELAYS

The "shipping" charge shown on the front page of the invoice may not necessarily reflect the exact charges paid by 1800Endoscope to the carrier due to volume incentive discount agreements entered into between 1800Endoscope and the carrier. All shipments are, unless otherwise specifically provided, F.O.B. 1800Endoscope's facility. All claims for breakage and damage should be made directly to the carrier however, 1800Endoscope will assist in securing satisfactory payment or adjustment of such claim. 1800Endoscope shall not be liable for any delay in delivery of goods or performance of services due to causes beyond the reasonable control of 1800Endoscope.

INSPECTION, ACCEPTANCE, AND RETURNS

All shipments have been carefully inspected by 1800Endoscope personnel prior to transit and should be thoroughly inspected upon receipt. Failure to reject any delivery upon receipt shall constitute acceptance of that delivery and shall be deemed a waiver of any other right to reject or revoke acceptance. All claims arising from overage, shortage, defective or damaged goods shall be made within five (5) days of receipt and should reference the original purchase order. 1800Endoscope may at its discretion require payment of a restocking fee as a condition to authorizing a return. CREDIT CANNOT BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR WRITTEN AUTHORIZATION. All original containers and packing materials must be used when returning a shipment to ensure proper credit. If not the original materials are not available, packing materials of the same quality and grade must be used. Credit and/or replacement will be given against the Buyer's account; no cash refunds will be made. Equipment returned after seven (7) days without approval will be refused and not refunded.

DELAY, CANCELLATION OR DEFAULT

If Buyer requires 1800Endoscope to delay delivery, payment for the product and the Buyer's required inspection shall not thereby be postponed or extended. Product held for Buyer shall be at the risk and expense of the Buyer. Storage will be charged at a rate of \$15.00 (fifteen dollars) per day. In the event of a cancellation by Buyer of its Purchase Order after acceptance, 1800Endoscope shall be entitled to damages for cancellation up to the purchase order price plus attorneys' fees expended in the collection of such amounts, storage fees and interest from the date of cancellation at the rate set for delayed payments.

CHOICE OF LAW AND JURISDICTION; COURTS

This transaction is deemed to have been made in Manatee County, Florida and shall be construed in accordance with the laws of the State of Florida, without reference to the conflict of laws rules thereof. All of the controversies, disputes and claims arising out of relating to this transaction, or the breach or the threatened breach of this document, shall be adjudicated by a court of competent jurisdiction within the County of Manatee, State of Florida, or the Federal District Court in the Middle District of Florida, except that any judgment obtained in such action may be enforced in other jurisdictions. Buyer hereby waives personal service of process provided that process is served by certified or registered mail with return receipt. Buyer hereby waives any objection that it may have regarding the personal jurisdiction or venue of any of the aforesaid courts, as well as any claim that the forum is inconvenient or should be transferred.

ATTORNEY'S FEES, COSTS AND COSTS OF COLLECTION

Buyer agrees to pay any and all reasonable costs, legal fees, and expenses incurred by 1800Endoscope resulting from all controversies, disputes or claims which are adjudicated or settled favorable to 1800Endoscope. Buyer agrees to pay all expenditures incurred by 1800Endoscope in any attempt to collect amounts due.

LIMITED WARRANTIES AND REPAIR

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH BELOW, 1800ENDOSCOPE MAKES NO, AND DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING ANY PRODUCT, SERVICE, ANY PATENTS, OR TECHNOLOGY USED OR INCLUDED IN OR WITH ANY PRODUCT OR SERVICE. ALL GUARANTIES, WARRANTIES, CONDITIONS AND REPRESENTATIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED. 1800ENDOSCOPE CAN NOT BE HELD LIABLE FOR FALSE OR TAMPERED SERIAL NUMBERS WHICH 1800ENDOSCOPE HAS NO CONTROL OVER.

BUYER ACKNOWLEDGES AND AGREES THAT 1800ENDOSCOPE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT BUYER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE, PRODUCT DESIGN OR PRODUCTION OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY). IN NO EVENT SHALL 1800ENDOSCOPE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE. 1800ENDOSCOPE'S LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT STATED BELOW, AND IN NO EVENT SHALL BE GREATER THEN THE PURCHASE PRICE PAID BY THE BUYER.

Subject to the above exclusions and upon the conditions stated below, 1800Endoscope warrants that the products sold shall be free of defects in workmanship and materials, unless specifically stated on the invoice, under normal use and service for a period of 1 year on equipment only and 1 year on a complete System. This warranty extends to the original Buyer and no others. If any product should prove to be defective during said period, other than defects specially stated on this invoice, Buyer must return the defective product to 1800Endoscope and 1800Endoscope agrees, at its option, either (i) to repair or (ii) to replace with an equivalent product any defective product, provided that 1800Endoscope's investigation and factory inspection disclose that such defect was not a result of any of the enumerated items listed under Exclusions to Warranties below. 1800Endoscope may use reconditioned, refurbished, and/or serviceable used parts (tested to 1800Endoscope's quality assurance standards) for warranty or other repairs. All warranty work shall be performed at an authorized 1800Endoscope facility and all shipping charges to and from said facility shall be paid by the Buyer. Any items left after 30 days will be considered abandoned and no guarantee you will receive same items back.

Other Representations: Representations and warranties made by any person, including dealers or representatives of 1800Endoscope, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon 1800Endoscope, unless reduced to writing and approved by an expressly authorized officer of 1800Endoscope.

Exclusions to Warranties

Excluded from this warranty and not warranted by 1800Endoscope in any fashion, either expressed or implied, are: defects and damage to products resulting from wear, tear, misuse negligence, improper storage, transit, non-performance of scheduled operator and equipment maintenance items, battery leakage, or use of non-approved accessories, consumables, or supplies; software programs; and consumables, including but not limited to batteries. 110v NTSC equipment for USA customers. If ordered for any other country outside of the USA on voltage other than 110v, your purchase is made at your own risk! No warranty due to possible risk of damage operating on other voltages. 1800Endoscope.com LLC provides no warranty for endoscopes, parts, accessories or light source/processor that exhibit physical damage or that falls under any of the following exclusions: endoscope or light source/processor packaged or shipped not per 1800Endoscope.com LLC Packaging and Shipping Guidelines; endoscope or light source/processor damaged during installation or removal (such as broken connector, broken pins, broken seals, holes, cut or tears in Bending Rubber Sheath or any other part of endoscope, Minor/Major Fluid Invasion, Acts of God); endoscope or light source/processor damaged by any user during use; endoscope or light source/processor damaged by modification or repair not authorized by 1800Endoscope.com LLC; endoscope or light source/processor that has been the subject of abuse, unreasonable use, or mistreatment; endoscope or light source/processor damaged by environmental conditions (such as corrosion or staining); endoscope or light source/processor determined to be stolen or scrapped; or other exclusions as published from time to time online. 1800Endoscope.com LLC provides no limited warranty for endoscope or light source/processors purchased through unauthorized or foreign distribution channels; purchasers of such endoscope or light source/processors must seek warranty coverage, if any, through the purchasing source. 1800Endoscope.com LLC provides no limited warranty for endoscope or light source/processors that are purchased through OEM or otherwise as part of a third party manufacturer's endoscope or light source/processor or system; purchasers of such endoscope or light source/processors must seek warranty coverage, if any, through the purchasing source. 1800Endoscope.com LLC shall return endoscope or light source/processor that is not covered by warranty to purchaser by collect freight. Cuts or tears in Biopsy Channels/Suction Channels/Bending Rubber Sheaths/External Insertion tube/Light Guide Tube Rubber Parts OR Any damage to equipment from fluid invasion is not covered under warranty. Instrument must be leak tested prior to procedure and cleaning.

Returns or cancellations: Payment made by Credit Card , Wire Transfer or COD Certified Funds

Any equipment returned after 5 business days (10 days International), is subject to a 25% restocking fee! This webpage is subject to change and is legally retroactive to first date of publishing. Any item ordered or canceled prior to shipment is subject to 25% Restocking fee.