

TERMS AND CONDITIONS OF SALE

1. **PURCHASE ORDERS.** The terms and conditions of sale stated herein are incorporated into the purchase order between Rehab Ideas – Wheelchair Products and Accessories Two, L.L.C. (the “COMPANY”) and the DEALER. All purchase orders are subject to acceptance by the COMPANY in its sole discretion. The COMPANY will process purchase orders it accepts in a reasonable and timely manner.
2. **PAYMENTS.** Pricing for the COMPANY’s products are in U.S. dollars, and payment for such products shall be in U. S. dollars.
3. **FREIGHT TERMS.** The DEALER is responsible for payment of all freight charges, which charges will be added to the invoice. The COMPANY will attempt to ship products on freight carriers requested by the DEALER, but the COMPANY reserves the right to ship with any comparable carrier offering comparable terms.
4. **PARTIAL SHIPMENTS.** The COMPANY will attempt to ship all items ordered in a single shipment. However, the COMPANY reserves the right to make partial shipments, which will be invoiced separately by the COMPANY. The DEALER shall pay all invoices on a timely basis without regard to any items ordered that have not yet been shipped. Delivery delays of any portion of an order shall not relieve DEALER of its obligations to timely pay invoices and accept subsequent deliveries.
5. **RISK OF LOSS.** All products sold by the COMPANY to DEALER will be F.O.B. COMPANY’s plant, offices, or distribution center. Delivery of product to the freight carrier shall constitute delivery to DEALER. Once delivered to the freight carrier, the DEALER is responsible for all risk of loss (subject to any claim DEALER may make against the freight carrier).
6. **SHIPMENT INSPECTION.** The DEALER must promptly inspect items received and promptly notify the freight carrier of any shortage or damaged items. The DEALER also must notify the COMPANY, in writing, of any shortage, error or damaged items within five (5) calendar days of receipt of any shipment. Failure to give such written notice shall constitute full acceptance of that shipment.
7. **TAXES/FEES.** DEALER shall be responsible for any taxes or fees of any nature imposed by any governmental authority upon the sale of the COMPANY’s products to the DEALER, including any applicable sales tax. If the COMPANY pays such taxes or fees, DEALER shall reimburse the COMPANY within ten (10) days after the COMPANY notifies the DEALER of such payment.
8. **PAYMENT TERMS.** DEALER shall pay for all products purchased from the COMPANY in accordance with the terms stated in the purchase order and the following terms: Any payment not made when due shall accrue interest at the rate of 1.5% per month, or the highest rate allowed under applicable law, whichever is lower, until paid in full. In the event DEALER fails to make a required payment within thirty (30) days after such payment is due, the DEALER agrees to pay to the COMPANY all reasonable costs of collection, including reasonable attorney’s fees. DEALER agrees to pay a \$35.00 service charge on each returned check. If payment is not made in accordance with the applicable payment terms, the COMPANY may, in its sole discretion, suspend all further deliveries, or require full or partial payment in cash, in advance, on new orders.
9. **SECURITY INTEREST.** To secure DEALER’s obligations to the COMPANY under the purchase order, the COMPANY hereby reserves and DEALER hereby grants to the COMPANY a purchase money security interest in all products DEALER purchases from the COMPANY, together with any and all proceeds, contract rights and accounts receivable, whether now existing or hereafter arising, that DEALER received or receives in connection with such products. DEALER hereby authorizes the COMPANY to file any and all customary documents or instruments, including without limitation, financing statements and continuation statements, which are reasonably necessary to perfect or continue such security interest, and DEALER agrees to sign same if required as a condition to filing.
10. **WARRANTIES.** A written warranty statement is included with each product. A copy of the warranty statement is available from the COMPANY upon request. The COMPANY’s written warranty statement is in lieu of all other express and implied warranties, statutory or otherwise, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. If the condition of the product entitles DEALER to claim damages, to repudiate the purchase order, or to reject the product, DEALER shall first make written request of the COMPANY to fulfill any applicable warranty obligations. To the extent a valid warranty obligation is determined by the COMPANY, the COMPANY shall take appropriate corrective actions within a reasonable time. DEALER shall not extend to any end-user warranty terms which are different than the COMPANY’s standard warranty terms.
11. **LIMITATION OF LIABILITY.** The COMPANY shall not be liable to the DEALER for (a) any claim arising by reason of death, personal injury or property damage, unless such claim results from the COMPANY’s

failure to exercise reasonable care; (b) any lost profits; (c) any lost revenue or goodwill; or (d) any direct or consequential damages. As more fully set forth in the COMPANY's warranty policy, the COMPANY's warranty obligations shall not apply to any condition caused, in whole or in part, by the negligence of DEALER or any end-user of the products, including without limitation (i) any use, modification, maintenance, repair or combination with other devices not in accordance with written instructions; (ii) exposure of the product to accident or natural causes (such as power failures, fire, water or flood) or (iii) operation of the product beyond its normal useful life.

12. **RETURNS.** Products may be returned to the COMPANY only with prior written approval of the COMPANY. Unless the product is defective, all approved returns must be shipped at DEALER's expense as directed in the COMPANY's return policy, and must be properly packaged consistent with that policy. Product returns which do not follow the required procedure will not be accepted by the COMPANY.

13. **INDEMNITY.** DEALER agrees to install all products consistent with the COMPANY's installation instruction. DEALER agrees to indemnify and hold harmless the COMPANY and all of its officers, directors, employees, parents, subsidiaries and affiliated companies from any and all claims, losses, damages, charges and expenses (including reasonable attorney's fees) arising out of any negligent action(s) or intentional misconduct of DEALER, including but not limited to actions or misconduct related to, arising from, or in connection with the maintenance, repair or alteration of any product, or the improper assembly or installation of any product.

14. **DELAYS.** COMPANY shall not be liable for any damage as a result of any delay in performance or nonperformance due to any cause beyond the COMPANY's reasonable control, including, without limitation, acts of God, acts of the DEALER, delays caused by the COMPANY's suppliers, embargo or other government act or regulation, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to readily obtain necessary labor, materials, or manufacturing facilities to timely provide the products purchased by DEALER.

15. **INTELLECTUAL PROPERTY.** Any and all patents, copyrights, trademarks, trade names, trade secrets, and other proprietary rights of the COMPANY or its affiliates, and all applications and registrations therefor, are considered "Intellectual Property". DEALER acknowledges that the COMPANY is the exclusive owner or licensee of all rights, title and interest in and to the Intellectual Property embodied in, related to, or associated with the COMPANY's products. DEALER will immediately notify the COMPANY of any and all suspected infringements of any Intellectual Property which may come to the attention of the DEALER.

16. **CONFIDENTIAL INFORMATION.** DEALER may become aware of, and agrees not to use or disclose, any trade secrets and confidential information of the COMPANY including, without limitation, product specifications, prices, discounts, manufacturing costs, ideas, technical data, customer lists and sales reports to which DEALER has been privy.

17. **CREDIT.** The COMPANY may at any time within its discretion terminate any credit line made available to the DEALER. DEALER understands that the COMPANY is relying on the accuracy of the information it provides to the COMPANY in any credit application, as well as any other information provided to the COMPANY such as financial statements. DEALER authorizes the COMPANY to conduct any credit investigation of DEALER deemed necessary, including but not limited to investigating personal credit information of any guarantor. DEALER hereby explicitly authorizes trade, credit and bank references to release credit information to the COMPANY.

18. **MISCELLANEOUS.** The terms and conditions of sale shall be construed in accordance with the laws of the State of Florida without regard to conflict of laws. In any lawsuit arising in connection with or in any way related to DEALER's purchase of products or items from the COMPANY, the parties hereby agree that they shall submit to the exclusive jurisdiction of state and federal courts in Tampa, Florida, and the further jointly agree to and hereby waive any right to trial by jury. In any such dispute, the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's attorney's fees and costs of suit. These terms and conditions of sale shall be binding upon the parties, and their respective heirs, executors, administrators, successors and assigns. These terms and conditions of sale, together with the purchase order, contain the entire agreement between the parties related to the transactions contemplated hereby, superseding any and all prior agreements, negotiations and understandings. The parties' agreement stated in the purchase order and these terms and conditions may only be modified in writing signed by both the COMPANY and the DEALER.

Signature of Authorized Dealer Representative

Signature of Company

Date

Date