

TERMS AND CONDITIONS

PLACING YOUR ORDER

- Please fax your order to 602.437.2270 or email to csr@waterloohealthcare.com.
- If a quote was provided prior to ordering, please reference the quote number on the order.
- You will need to have an account with Waterloo to place an order. If you do not have an account, please contact Customer Service at 1.800.833.4419.

TERMS OF SALE

- Net 30 days for regular customers with approved credit. Other payment terms must be requested.
- Visa, MasterCard and American Express credit cards are accepted. Credit card processing fees may apply.

PRICING

- Pricing is subject to change without notice and products are priced "each" unless otherwise noted. When calling our Customer Service Department please confirm your price listings are current.

SHIPPING TERMS

- Our Standard shipping terms are F.O.B Phoenix, AZ or Nogales, 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.
- All orders that require a pallet will ship via common LTL carrier.

RETURNED GOODS

- All returned goods must have an authorization number (RMA) assigned by our Customer Service Department.
- Returns must be requested within 30 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 when requesting an RMA.
- All returned goods must be sent prepaid. Any return that is not prepaid will be refused.
- Any cart with electronic or pushbutton locking systems, large or custom orders, carts that have been modified or tampered with as well as medication carts are subject to contract and are Non-Returnable.

RESTOCKING CHARGE

- A restocking fee (35%) may be charged to your account for returned merchandise.
- If we shipped incorrect merchandise, there will be an exception to the policy. In this case, please call our Customer Service Department and report the incorrect shipment.

STOCKING FEES

- Waterloo's warehouse is setup for manufacturing and not distribution storage. Stocking fees may apply if Waterloo is asked to store and hold carts that are ready for pick up.
- The stocking fee is \$25.00 per cart, per day and is subject to change without written notification.
- Waterloo will notify the customer if they are at risk of incurring stocking fees.

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DAMAGED OR MISSING GOODS CONT.

- All damages must be reported to WHC on the day the items are delivered.
- You have 15 days from the delivery date to report any missing items to WHC.
- If you receive a shipment via truck, inspect all cartons at the 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 if there is any damage, call 1-800-833-4419 as soon as possible. You should make note of all possible damages on Carrier's Delivery Receipt or Bill of Lading.
- You may be asked to take pictures of the damage to send to WHC to file a claim.
- Please save all boxes and packing materials to show that the items were packed properly.
- 3rd Party and Collect freight damages and lost items are the responsibility of the customer.

PRODUCT WARRANTIES

- Waterloo Healthcare (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 5 (five) 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 and scratches are considered normal wear).
- Electronic (WIFI & NON-WIFI) components and plastic components 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 purchase order number or Seller's invoice on any claims. The Seller will determine if 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.

ADDITIONAL TERMS FOR INTERNATIONAL ORDERS

PAYMENT

- The majority of international orders are cash in advance via wire or credit card
- Fees may or may not apply
- Cash against documents for orders over \$7,000.00 or irrevocable letter of credit at sight for orders over \$15,000.00 is available.

EXPORT PACKING & DOCUMENTATION FEES

- Additional fees may be assessed to sales order to cover special packing requirements for export and additional documentation costs for customs clearance

TERMS AND CONDITIONS

WATERLOO HEALTHCARE SOFTWARE SUBSCRIPTION TERMS & CONDITIONS

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

1. Definitions

- **Software:** Waterloo Healthcare-owned application software, embedded and/or integrated software, interface software, and any related software licensed under these Terms.
- **Waterloo Healthcare 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

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

- Solely for Customer’s internal business operations
- Only in conjunction with Waterloo Healthcare-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. Waterloo Healthcare 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.
- Waterloo Healthcare may adjust Subscription Fees with advance notice prior to a renewal period.

4. Pricing & Payment

- Customer will pay Subscription Fees as invoiced by Waterloo Healthcare 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. Waterloo Healthcare Responsibilities

As long as Subscription Fees are current, Waterloo Healthcare 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, Waterloo Healthcare 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
- Waterloo Healthcare 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 Waterloo Healthcare 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

Waterloo Healthcare reserves the right to terminate service if customer is in violation of any portion of the **Waterloo Healthcare 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.