



2018 / 2019 - TERMS AND CONDITIONS OF SALE

- MINIMUM ORDER:** 1 Case (unless otherwise quoted)
- PAYMENT TERMS:** Net – 30 Days
- FREIGHT:** FOB North Sale Lake, Utah 84054 / 3rd Party Billing Available
- BACK ORDERS:** A back order will be indicated as "B/O" in the quantity shipped column on the invoice.
- DROP SHIPMENTS:** Regular Freight Terms Apply
- CARRIER CLAIMS:** Claims for defective shipping cartons and shortages in shipment must be filed by the customer and noted on the carrier's freight receipt at time of delivery.
- PRODUCT RETURNS:** All return requests (regardless of the reason) must be approved by Motion Medical Distributing; email requests must list Motion Medical's invoice number, as well as your PO number before any merchandise can be considered for return. Written authorization will be given by Motion Medical, prior to return of merchandise. Unless otherwise arranged, all special order items are non-returnable (barring product defect). Whenever possible, any defective product will be replaced rather than refunded.
- ACCOUNT CREDITS:** Credit will be issued on the original net purchase price, and only after the product return has been authorized by Motion Medical staff. Only unopened cartons will qualify for return. Where possible, defective products will be replaced rather than returned.
- RETURN POLICY:**
- A. Unless arranged otherwise, all returns shall be shipped prepaid to Motion Medical's warehouse location:

Motion Medical Distributing
Attn: Returns Department
101 North 700 West
North Salt Lake, Utah 84054.
 - B. Defective merchandise at time of receipt will be refunded 100% if no replacement is found. Return freight arranged and paid by Motion Medical Distributing.
 - C. Motion Medical Distributing shipping or product error, 100% credit. Return freight arranged and paid by Motion Medical Distributing.
 - D. Saleable stock merchandise (unopened, non-special order) can be returned with written permission within 30 days for up to 90% credit. Freight paid by customer.
 - E. Saleable stock merchandise (unopened, non-special order) can be returned with written permission within 60 days for up to 75% credit. Freight paid by customer.
 - F. No merchandise returns will be allowed after 60 days.
 - G. For merchandise deemed unsuitable for resale, no credit will be allowed.
 - H. Custom-assembled or special order merchandise is non-returnable, barring special arrangements.
- PRODUCT WARRANTY:**
All products distributed by Motion Medical are warranted to be in compliance with FDA guidelines. Any defective components from these products will be returned to Motion Medical in compliance with the manufacturer's product complaint requirements. Credit or replacement will be issued. All products are warranted against defective material and workmanship. Return freight will be paid by Motion Medical for defective products as per returned goods policy.