



## 2021 Terms, Conditions & Warranties

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### 1. Pricing

Techno-Aide prices are presented and distributed on a master price list annually to dealers that provide current and accurate contact information prior to distribution. This master price list is available upon request at any time. Prices, in the best capacity possible, are also represented on the Techno-Aide website. Techno-Aide reserves the right to adjust pricing on any and all items as deemed necessary. Techno-Aide will, to the best of our ability, communicate any and all price changes throughout the year. However, Techno-Aide bears no responsibility to communicate any price changes.

Techno-Aide pricing provided with any official quote is valid for 90 calendar days from the date of receipt. Provided pricing is valid for an entire quote (quote total), not on individualized products unless otherwise noted. Listed or quoted prices may exclude taxes, shipping, insurance, and any other applicable fees where necessary. These (or any) additional fees and charges will be the sole obligation of the customer. Emergency, rush, or any other expedited order may be subject to additional shipping and/or handling fees not included in quoted pricing.

Taxes (where applicable) are charged per order by federal standards. Orders originating from the state of Tennessee are subject to Tennessee state sales tax and will be billed accordingly, unless a valid tax exemption certificate is on file with Techno-Aide prior to an order being placed. Techno-Aide will not revise any order for tax purposes if a certificate of tax exemption is provided after an order is placed.

Any pricing discrepancies must be reported and validated by Techno-Aide within 10 business days from the original invoice date. Techno-Aide reserves the right to bear no obligation to issue any credit or adjust any invoice for claims made or filed outside of the 10 business day window.

Any and all processes related to filing pricing discrepancy claims are the sole responsibility of the customer.

## **2. Payment Terms**

Payment terms are Net 30 days from the date of invoice on all accounts, new or otherwise. For your convenience we accept MasterCard, VISA, American Express, Discover, ACH, and Wire Transfer. All wire transfers include a flat \$30 fee per order in the original quote. Discounts do not apply to wire transfer fees or bank fees. Techno-Aide reserves the right to suspend or cancel any shipment or order if any customer invoice is not paid (partial or full) within defined due dates as determined by Techno-Aide, or if Techno-Aide deems otherwise necessary. Techno-Aide is entitled to receive all expenses of collection, including but not limited to, attorneys' fees and applicable charges, related to any action initiated to collect past-due amounts. Third party collection fees and legal fees must be paid in full before an account will be reopened and are the sole responsibility of the customer. Techno-Aide reserves the right to deem an account "Payment in Advance" or "Pre-paid" status for as long as necessary in the event an account fails to pay with the pre-determined guidelines noted above, or for any other reason Techno-Aide deems necessary.

## **3. Ordering**

Techno-Aide does not require a minimum dollar amount, or minimum order quantity, to place an order for any product. Techno-Aide reserves the right to change this policy as deemed necessary. Techno-Aide specifically reserves the right to require a minimum purchase amount or establish specific terms and regulation, including but not limited to standing orders, to provide certain specialty pricing or guarantee certain manufacturing lead times.

Techno-Aide defines standard orders as non-specialty or non-custom products as noted on the original purchase order.

Techno-Aide is not responsible for duplicate shipments in the event any revised and/or resubmitted order (for any reason) is not clearly marked or notated accordingly. Orders such as these must be clearly marked and notated with specific identification of a request to not duplicate the order. Some examples are: "do not duplicate"; "revised order." It is the sole responsibility of the customer to provide accurate information prior to Techno-Aide processing a revised and/or resubmitted purchase order. Confirmation by Techno-Aide of a non-duplicate request is required to contest any error in order duplication. Restocking fees will apply to duplicate shipments that do not meet the required steps mentioned above.

### ***Techno-Aide Will Accept Orders in the Following Manners:***

- **Email Orders** - Orders must be sent to [Orders@Techno-Aide.com](mailto:Orders@Techno-Aide.com). No other email address will be accepted for order requests, unless specifically noted by Techno-Aide. All orders sent to this email address will be processed in the order they are received. Techno-Aide offers no guarantee of order entry and confirmation on the same date an order is received. Orders sent to this email will be entered and charged based on the individual account status. All orders placed via email will receive email confirmation to

the primary contact email noted or on file. It is the customer's responsibility to provide accurate and current contact information prior to, or with order submission. When applicable, customers will receive a unique sales order number and confirmation number via the designated contact email on file.

- **Phone Orders** - Orders placed by phone will require a valid contact email address at the time of the order. An emailed copy of the order will be sent to the customer on a Techno-Aide proprietary order form for final verification and authorization prior to processing. Payment processing and shipping calculation will depend on an individual account status and may require an additional step.

#### **4. Cancellations and Modifications**

Cancellations, modifications, or changes to orders and/or products are only permitted prior to the production process beginning or before orders of necessary components are placed. Techno-Aide does not have a penalty charge or fee for cancellation of orders prior to the production process beginning or before orders of necessary components are placed. Cancellations, modifications, or changes are not permitted once Techno-Aide determines the production process has begun on any order. Any attempts at cancellation, modification, or change to an order and/or product may be subject to additional fees, up to 50% of the original purchase price. Included, but not limited to, any orders with additional, bundled, custom, or free options and/or items added, embroidery, personalization, custom colors, non-standard color combinations, fabrics, sizes, quantities and materials. All requests for cancellation, modification and/or changes must have a verified confirmation from Techno-Aide to be valid. Confirmation will be given through written or digital means depending on the receipt of the request as Techno-Aide deems necessary.

#### **5. Shipping**

Shipping charges will be by any one of the following means: prepaid, added to invoice, or charged to a provided and valid customer shipping account. Shipping charges will originate from Nashville, TN (37189) or an authorized location when necessary. All orders have a minimum charge of \$7.95 (USD) for invoiced shipping, handling, and insurance. Techno-Aide's standard shipping service will be via UPS unless notated on the original purchase order or otherwise deemed necessary. Techno-Aide requires preferred shipping account information with submitted purchase orders to charge via anything other than our default shipping. Techno-Aide bears no liability for inaccurate or missing shipping information. It is the sole responsibility of the customer to provide accurate and timely shipping information with all initial order requests. All freight estimates are for dock-to-dock deliveries only. Additional services are available, and fees may apply.

Techno-Aide reserves the right to charge a minimum weekly storage fee of \$50 (USD) for any order or item not picked up within seven (7) business days of original pickup confirmation.

Techno-Aide reserves the right to refuse any and all return or exchange requests based on, and assumes no liability for, shipping/delivery related issues.

### **Available Shipping Services:**

- **Curbside Unloading** - Available upon request. For deliveries without a suitable dock. Additional charges will apply and may vary.
- **Lift Gate and Inside Delivery** - For deliveries without a loading dock, that require product to be placed inside the front entrance/door. Specifics and charges are governed by local freight services. Additional charges will apply and may vary.
- **White Glove Delivery** – White Glove Delivery is offered as a full-service delivery and setup option. Product is delivered, removed from transportation, unloaded from shipping materials (such as a pallet or skid), placed in the desired location or room, then fully assembled upon request. All packaging, shipping materials, and subsequent waste or trash from transportation materials, will be disposed of. Pricing quotes are based on a customer's specified needs at time of order. Additional charges will apply and may vary. This service does not include removal or relocation of existing products.

*For information regarding these or any other shipping and/or handling services, including specialty requests or inquiries, please contact Techno-Aide customer service at [CustomerService@Techno-Aide.com](mailto:CustomerService@Techno-Aide.com) or call toll-free at (800)251-2629.*

## **6. Warranty, Returns, and Exchanges**

### **Warranty:**

Protective apparel products and protective accessories manufactured by Techno-Aide (including, but not limited to, protective/lead aprons) carry a two-year limited warranty on workmanship and material defects. All other products carry a one-year limited warranty unless otherwise noted. Any product resold by Techno-Aide will be subject to, and cannot exceed, the original manufacturer's warranty. Techno-Aide bears no responsibility for manufacturer defects and issues for products not manufactured by Techno-Aide. Claims such as these are the sole responsibility of the customer and Techno-Aide bears no responsibility and liability. Techno-Aide will, when applicable, provide any assistance available in the claims process for any products manufactured by anyone other than Techno-Aide.

Techno-Aide shall manufacture products in accordance with the requirements of all applicable law, including without limitations, the regulations promulgated by and for the US Food and Drug Administration, industry standards, and any and all other governing bodies. Techno-Aide guarantees, where applicable, that products are free of defects in parts and workmanship under normal use from the date of delivery to the original end user. Techno-Aide will not be responsible for any product failure due to abuse, modification, improper use, or for any use which exceeds the published capacity of the product. Techno-Aide reserves the right to deem any and all product defects or damage not covered by warranty for any reason upon investigation.

Techno-Aide may require the customer to send in defective parts for examination to determine the applicability of these, or any, warranty provisions. Do not discard parts before contacting Techno-Aide for warranty service. Techno-Aide reserves the right to dispose of non-defective returned products if the customer fails to respond to requests for required information within 15 business days from receipt of product. Techno-Aide shall have no liability whatsoever for damages caused by transportation, accidents, fire, unauthorized alteration, normal wear and

tear, abuse, or any other circumstances outside of Techno-Aide's control. Techno-Aide will have no liability whatsoever for any incidental or consequential damages, including without limitation, lost profits or any such damages arising from (a) the design, manufacture, sale, delivery, installation, repair, operation or use of products of Techno-Aide or any part thereof, (b) any actual or alleged failure or defect in products of Techno-Aide or any part thereof, or (c) any actual or alleged breach or non-performance by Techno-Aide of this limited warranty.

**Returns and Exchanges:**

All return or exchange requests require a valid Return Material Authorization (RMA) number issued by Techno-Aide. RMA requests must be made prior to the return or exchange of any product. RMA numbers must be referenced visibly and legibly on the outside of all packaging containing requested return or exchange product(s) to be valid. Techno-Aide reserves the right to cancel or void any RMA request that does not adhere to the outlined process and policy.

**RMA Requests Must Include the Following:**

- (1) A detailed description of the reason for a requested return or exchange.
- (2) The original purchase order number(s).
- (3) Techno-Aide item number(s) for all products.
- (4) Quantities listed for all requested return/exchange products.
- (5) Product photo(s) for documentation may be required

Return or exchange requests for anything other than manufacturing defects or production errors are at the discretion of Techno-Aide and are subject to restocking and handling fees determined by the manufacturer. Techno-Aide will authorize returns with no fees, including but not limited to, restocking and handling fees, for validated defective products only. Personalized, custom, sterile, or specialty items are non-returnable and non-refundable for any reason other than validated manufacturing defects. Techno-Aide reserves the right to deem any and all products ineligible for return.

Return or exchange requests must be made within 10 business days from original date of receipt. Please note that the date of receipt upon delivery counts as day one (1) of the 10 business days. A credit memo will be issued only after the returned or exchanged merchandise is received, inspected, and validated by Techno-Aide. A complete credit will be issued within 90 calendar days of Techno-Aide's validated receipt of product(s) listed on the original RMA. These terms apply to all eligible products including but not limited to the categories listed below.

**General Product Returns & Exchanges (Non-apparel and Non-Foam):**

All authorized returns and/or exchanges for non-apparel and non-foam products are subject to a minimum 25% restocking fee. Please note the following updated policies:

1. All products are ineligible for return if requests are made past 10 business days from the original date of receipt. Please note, the date of receipt counts as day one (1) of the 10 business days.
2. Items are only eligible for return or exchange if determined and validated by Techno-Aide that the product contains flaws and/or errors that cannot be fixed with spare or replacement parts. Techno-Aide may require an attempt to repair before authorizing a return or an exchange for a replacement product. Any and all approved exchanges will be offered as a same for same product exchange.
3. Any painted product that is considered defective due to damage to outer paint or "finish" must be reported to Techno-Aide within 10 business days of receiving the product(s). A validated photo or photos of reported defects must be provided to Techno-Aide within these 10 business days to be eligible for return.
4. Products are ineligible for return if an item has been misused or abused by the customer (as deemed by Techno-Aide), or if an item has been damaged due to normal wear and tear, or if item has been used for something other than its intended purpose, or if item was listed as a discontinued product at time of sale, or if an item was purchased from clearance, or is a product considered custom or otherwise non-returnable or non-refundable as designated by Techno-Aide.

#### ***Protective Apparel Returns & Exchanges:***

All manufactured protective apparel products have a limited two-year manufacturer warranty unless otherwise noted. The two-year warranty period begins on the date the item ships from Techno-Aide as indicated on the original product tag. Return or exchange requests for anything other than manufacturing defects or production errors are at the discretion of Techno-Aide and are subject to a 50% breakdown, restocking, and/or handling fee as determined by the manufacturer. In order to be eligible for return, all protective apparel items must have the Techno-Aide tracking tag still in place on the garment. Techno-Aide reserves the right to cancel or void any warranty should it deem necessary. Additional warranty and returns policies written below:

1. To qualify for warranty replacement and/or return authorization, all fabric-based protective apparel containing lead, or lead equivalent material, must be inspected upon receipt by the customer before being put into service or used in any non-testing imaging environment. Techno-Aide requires radiographs and/or x-ray images of fabric-based apparel containing lead, or lead equivalent material, within 10 business days upon receipt of the initial delivery. These images must be documented and notated with accurate and qualifying dates and must include the appropriate Techno-Aide part numbers with each image, within the 10 business day window. Any return and/or replacement requests including, but not limited to, potential holes, pinholes, tears, cracks, or all other media related concerns, will not be accepted more than 10 days after receipt of the product(s) by the end user. Techno-Aide reserves the right to request additional information and/or images of products in question during any and all warranty reviews. All fabric-based protective apparel containing lead or lead equivalent material are inspected and free of external defects prior to shipping. Protective apparel products and media-based material

require customer care for the life of the product. Failure to properly store and/or care for these products may cause damage to the materials and void any and all warranty.

2. All products are ineligible for return for any of, but not limited to, the following reasons if a return request is made past 10 business days from the original date of receipt: weight, fit, style, color, imaging discrepancies (including but not limited to apparent holes, pinholes, cracks, or other visual deformities with the inner protective core), tears, and any other claims not deemed valid by Techno-Aide. Please note, the date of receipt counts as day one (1) of the 10 business days.

3. Protective apparel items are ineligible for return if they have been worn and/or used for anything other than initial sizing, fitting, and/or required media inspection within the 10 business days of receiving the product. Any use of a product during a medical or professional procedure (as determined by Techno-Aide) voids the return policy for any reason other than manufacturer defects or errors. Even if approved under these circumstances, Techno-Aide may require additional steps and fees in order to ensure the safety of its employees and limit possible cross-contamination.

4. Any product featuring customization including, but not limited to, sizing, fit, non-default color combination, or embroidery are non-returnable and non-refundable for any reason other than approved manufacturer defect and/or error.

5. Should Techno-Aide offer a valid warranty exchange/fulfillment, replacement products are offered only as a same for same product exchange.

6. In the event of a warranty replacement, the replacement product carries a warranty period equal to the remaining warranty of the original item. *For example: if a protective apron is replaced under warranty at the one-year date, the replacement product will carry a one-year warranty in order to fulfill the original two-year warranty.*

7. In the event of an authorized return outside of the 10 business day return and exchange period, and a same and/or comparable product is not available, Techno-Aide will issue a prorated credit based on the remaining warranty terms. Any and all prorated credits are calculated based on an items original sales price and prorated based off the remaining duration of the qualifying warranty dates.

### ***Foam and Positioning Product Returns***

All foam and positioning products have a limited one-year manufacturer warranty unless otherwise noted. The one-year warranty period begins on the date the item ships from Techno-Aide as indicated on the original product tag. All authorized returns for foam and/or positioning products are subject to a minimum 25% restocking fee. Custom foam and/or positioning products, including but not limited to, foam density variations, sizing, shape, and custom branding or labeling, are non-returnable and non-refundable for any reason other than validated manufacturing defects or errors. Please note the following updated policies:

1. Standard foam products (as defined by non-custom options above) must be in unused, like-new condition, and in their original sealed packaging to be eligible for return or exchange. Restocking fees will apply. Custom items (as defined above) are non-returnable and non-refundable. Techno-Aide reserves the right to deem any product ineligible for return or exchange for any reason.

2. Any foam or positioning product designed to be absent of artifacts during proper imaging will be eligible for an exchange only if Techno-Aide determines it is causing unavoidable artifacts or image distortions. If a foam or positioning product that is intended to be absent of artifacts is proven to show questionable imaging artifacts or distortions, it will be eligible for a free exchange upon validation by Techno-Aide. This will require a customer to submit copies of images showing artifacts in question, along with pictures of the items current condition within 10 business days of receiving product. Techno-Aide reserves the right to require additional information, pictures, and/or documentation to determine return or exchange eligibility.
3. Any foam or positioning product that is damaged, soiled, marked on, heavily used, or otherwise deemed improperly used by Techno-Aide will be ineligible for returns or exchanges. Exclusions may include, but are not limited to, damage incurred from moving or picking up foam products during use, puncture marks from hands or fingernails, rips and tears, damage from outside or separate equipment, and improper storage.
4. Techno-Aide will not authorize any return or exchange for any foam or positioning product if it has been removed from its original sealed packaging, if it has been used, and/or does not show validated artifacts as described above and determined by Techno-Aide.
5. Returns and exchanges will not be authorized for foam discoloration (or oxidization) as this is a normal and unavoidable process for most foam based products and does not degrade the quality and/or performance of the product.

#### ***Additional General Return Guidelines***

1. Return or exchange requests for anything other than manufacturing defects or production errors are at the discretion of Techno-Aide and are subject to restocking and handling fees determined by the manufacturer. Techno-Aide will authorize returns with no fees, including but not limited to, restocking and handling fees, for validated defective products only. Personalized, custom, sterile, or specialty items are non-returnable and non-refundable for any reason other than validated manufacturing defects. Techno-Aide reserves the right to deem any and all products ineligible for return. Return requests must be made within 10 business days from original date of receipt. Please note, the date of receipt counts as day one (1) of the 10 business days. All eligible returns are subject to a minimum 25% restocking and handling fee. All return or exchange requests require a valid Return Material Authorization (RMA) number.
2. In the event Techno-Aide provides authorization for a non-warranty product return or exchange, applicable products must be prepaid to Techno-Aide. Any exclusionary non-warranty product returns or exchanges must be free of damage and must have the original Techno-Aide packaging intact upon receipt. Damages incurred during shipping to Techno-Aide are the responsibility of the shipper and shipping company. Techno-Aide reserves the right to require additional information and steps not listed within these terms and conditions prior to and during any exclusionary approval process.
3. Techno-Aide bears no responsibility for product damaged during shipping and handling. All efforts to recoup expenses due to shipping or handling damage are the sole responsibility of the customer and shipping carrier/service.



## **7. Damaged Goods**

Prior to shipping, all products that ship direct from Techno-Aide receive an authorized receipt of merchandise that stands as an acceptance of shipping liabilities. Techno-Aide receipts of merchandise validate products passed all predetermined quality and functionality inspections and ship in undamaged and working condition.

If a product arrives damaged, incomplete, or in any condition other than noted on the authorized receipt of merchandise, it is the sole responsibility of the recipient (ship-to/end user) to note visible damage or shortages on the bill of lading prior to the carrier leaving the delivery facility. Failure to properly note any damage and/or discrepancies on the bill of lading at the time of delivery will void any attempted freight claim, which may forfeit or delay any potential credit. Some instances may require a carrier inspector to validate shipments prior to any claim. It is the sole responsibility of the customer to retain all shipping items and material as required by the carrier inspector. Techno-Aide will assist where applicable in instances that require a carrier inspector to validate shipments. However, Techno-Aide bears no responsibility for damaged products, lost items, or any issues related to shipping and/or handling of product, including replacement products and/or financial compensation. Techno-Aide may be limited in our capacity to assist in shipping and/or delivery related claims as determined by the situation.

Techno-Aide makes no claim and bears no responsibility for reimbursement for issues related to damage, lost items, or any other issues during shipping and/or handling. All reporting or inspections must be filed within five (5) business days from the delivery date. Delayed reporting can delay or void the carrier's responsibility to pay any claim and may negate any credit authorized by Techno-Aide. Any replacements authorized through Techno-Aide are handled as separate purchase orders. Authorized replacements will require their own purchase order number for billing and records. Any potential credits will be applied to the original purchase order.