



**BED TECHS, INC.**  
UNMATCHED CAPABILITY IN RECONDITIONED HILL-ROM BEDS

**812-926-0296**  
Email: [bedtech@bedtechs.com](mailto:bedtech@bedtechs.com)

## **Bed Techs, Inc. Standard Terms & Conditions**

1. **OFFER TO PURCHASE.** Purchaser shall be deemed to have offered to purchase Products and/or Services from Bed Techs by any of the following, whichever first occurs: (1) receipt by Bed Techs of a purchase order; (2) delivery of any goods for service to Bed Techs; or (3) the execution and return of these Standard Terms & Conditions to Bed Techs.

2. **NATURE OF AGREEMENT.** Bed Techs' acceptance of any offer to purchase Products and/or Services is expressly conditional upon the Purchaser's assent to all the terms and conditions herein.

3. **TAXES.** Prices on specified Products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Purchaser.

4. **PAYMENT TERMS.** Bed Techs reserves the right to offer other payment terms to Purchaser at Bed Techs' sole discretion. Payment terms shall be confirmed in writing by Bed Techs. Amounts due and owing to Bed Techs after the payment due date may bear interest at the rate of 3% per month, compounded monthly, until paid in full. Bed Techs shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and other agreements with Purchaser in the event that Purchaser fails to make any payment when due, which other agreements Bed Techs and Purchaser hereby amend accordingly. Should Purchaser's financial responsibility or performance become unsatisfactory to Bed Techs, cash payments or other security satisfactory to Bed Techs may be required by Bed Techs for future deliveries and for the Products and services previously delivered and provided.

5. **SHIPMENT, RISK OF LOSS, AND DELIVERY.** The shipment date provided by Bed Techs is only an estimated shipment date and is not a representation or guarantee of a particular date of shipment or delivery. Bed Techs will attempt to ship the Products for delivery on or about the times stated, although time shall not be of the essence as to delivery. Purchaser shall pay freight charges on all shipments by Bed Techs' regular method of shipment, i.e., via rail, freight forwarders, or motor carrier to any one destination in the United States or abroad, Bed Techs reserving the right to control the routing. When any other than Bed Techs' regular method of shipment is used, terms shall be F.O.B. Bed Techs' premises. Special handling charges by carrier shall be paid by Purchaser. If Purchaser delivered the Products to Bed Techs for service, Purchaser retains the risk of loss while the Products are in Bed Techs' possession. Unless otherwise agreed in writing by Bed Techs, delivery of any Products sold by Bed Techs shall be F.O.B. Bed Techs' place of shipment. Bed Techs may, at its option, ship the Products in lots from

time to time or all at one time. In the absence of written instructions from Purchaser, Bed Techs shall have absolute discretion as to the shipper and routing of shipments. The cost of shipping and insurance for the Products shall be the responsibility of and paid for by Purchaser. No loss or damage to the Products shall impair any obligation of Purchaser hereunder and all such obligations shall continue in full force and effect until discharged. Purchaser shall have the responsibility for and expense of preparing and filing claims against carriers for loss or damage to Products in transit. If Purchaser wishes to use its own carrier account, a 3% shipping fee will be added to the price of each Product.

**6. SPECIAL ORDERS.** If any Product shall be manufactured and/or sold by Bed Techs to meet Purchaser's particular specifications or requirements and is not part of Bed Techs standard line offered to the trade generally, Purchaser shall defend, protect, and save harmless Bed Techs against all suits at law or in equity and from all damages, claims, and demands for actual or alleged infringement of any United States or foreign patent and shall defend any suit or actions which may be brought against Bed Techs for any alleged infringement because of the manufacture and/or sale of such Product.

**7. NONCONFORMITY.** Should any Product shipped prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Bed Techs, Purchaser shall not return the Product, but shall notify Bed Techs immediately, stating full particulars in support of his claim in writing, and Bed Techs will either replace the Product upon return of the defective or unsatisfactory Product or adjust the matter fairly and promptly, but under no circumstances shall Bed Techs be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use Product purchased for any purpose.

**8. RETURNS.** It is the responsibility of the Purchaser to inspect Products immediately upon receipt to ensure Products are free from workmanship defects. All Products returned for credit, repair, warranty, or exchange must be shipped freight prepaid. Products must be shipped within 30 days (US) or 45 days (international) of receipt. A Twenty Five Percent (25%) minimum restocking fee will be charged for returns of Products that tested defective for reasons not covered by Bed Techs standard Warranty (see Sections 10 and 11). Bed Techs shall be the sole determiner of defective and non-defective Products covered by warranty or for credit, repair, and exchange. Please return Products via trackable method as Bed Techs will not be responsible for shipments lost during the return process. Once the returned Product is received, Bed Techs will process the return/warranty. Additional charges will result to Purchaser if any of the following occur: (1) Product is not returned within 30 days (US) or 45 days (international) of receipt, (2) Product is damaged due to negligence and/or improper use, (3) Product is outside of warranty period.

**9. BED TECHS' RIGHT OF POSSESSION.** Bed Techs shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Purchaser's default or defaults, to withhold shipments, in whole or in part, and to recall goods in transit, retake same, and repossess all Products which may be stored with Bed Techs for Purchaser's account, without the necessity of taking any other proceedings, and Purchaser consents that all Products so recalled, retaken, or repossessed shall become

Bed Tech's absolute property, provided that Purchaser is given full credit therefor. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Bed Techs because of any default of Purchaser under the Uniform Commercial Code as in force and effect in the State of Indiana on the date the agreement is made.

## 10. WARRANTIES

(a) **General.** Unless specified by a Bed Techs' sales representative in writing, Bed Techs, Inc. guarantees its Products shall be free from defects in workmanship and materials for a period of one year after date of delivery. The warranty applies to the original purchaser of Bed Techs Products only. Bed Techs' obligation is limited solely to supplying replacement parts and/or service for, or replacing, at its option, any Product which is found to be defective. At the request of Bed Techs, any Product for which a warranty claim is made shall be returned pre-paid freight to Bed Techs. Unauthorized repairs or alterations performed by anyone other than Bed Techs, or improper or negligent use will void Bed Techs' warranty.

(b) **Head and Foot Boards.** New head and foot boards are covered by a Lifetime Warranty. If these Products fail due to a defect in materials or workmanship at any time during the life of the hospital bed where they are installed, Bed Techs will replace them per the terms stated above. This warranty does not cover Products which have been abused, altered, damaged, misused, cut or worn or where a transfer of Product ownership has occurred.

(c) **Exchange Policy:** Once the original warranty has expired and at the written request of Purchaser, Bed Techs will ship rebuilt motors, control boards or air compressors as replacement parts for like units returned to Bed Techs by the original Purchaser. Purchaser should refer to the Bed Techs quotation for an exchange price.

(d) **To Contact Bed Techs for Warranty Related Parts and Service Issues.** Call 812-926-0296 or Purchaser's Bed Techs Sales Representative Monday through Friday, 8AM – 5PM. A qualified Technician/Specialist will be available to assess the service issue and, if necessary, dispatch a Bed Techs Service Technician for on-site service. Purchaser will be responsible for replacement of non-technical items. Failure due to abuse, neglect and misuse or lack of routine maintenance will void the warranty.

## 11. LIMITED WARRANTY, EXCLUSIONS, DISCLAIMERS, LIMITATIONS OF REMEDIES.

(a) **Express Limited Warranty.** Bed Techs warrants to Purchaser only, and not to any subsequent transferees, that upon shipment, the Services performed or Products sold substantially conform to the Services or Products described in the Bed Techs quotation. Bed Techs warrants that the Products at the time of shipment shall be in material compliance with Purchaser's quality criteria. All warranty claims must be made in writing specifying the alleged defect or non-conformity and delivered to Bed Techs

within thirty (30) days after Purchaser receives the Products. Within a reasonable time after any such timely notification, Bed Techs will act, at Bed Techs' sole option, to re-service the non-conforming Products according to Purchaser's specifications. Purchaser shall deliver any non-conforming or defective Product or part(s) to Bed Techs upon written authorization from Bed Techs at the location specified on the return authorization.

(b) **Exclusions.** Bed Techs' warranty does not apply to: (i) damage caused by use of the Products for purposes other than those for which they were designed; (ii) damage caused by disasters such as fire, flood or electrical storm; (iii) damage caused by unauthorized attachments, alterations or modifications; (iv) damage occurring during shipment; (v) damage caused by abuse, misuse or neglect by Purchaser; (vi) defects in the manufacturing process discovered after the expiration of the express warranty; (vii) damage caused by third parties; (viii) damage caused by unauthorized repairs; (ix) or damage caused by ordinary wear and tear.

(c) **DISCLAIMER OF OTHER WARRANTIES. THE FOREGOING WARRANTIES IN SECTIONS 10 AND 11 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF SERVICES PERFORMED IN A WORKMANLIKE MANNER, OR THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED BY BED TECHS AND EXCLUDED FROM THIS CONTRACT. THIS DISCLAIMER OF WARRANTY SHALL NOT LIMIT PURCHASER'S RECOURSE AGAINST THE MANUFACTURER OF THE PRODUCTS UNDER ANY WARRANTY, IF ANY, EXTENDED BY SUCH MANUFACTURER. ANY WARRANTY OF ANY MANUFACTURER SHALL NOT BE DEEMED TO BE THE WARRANTY OF BED TECHS.**

(d) **Limitation of Remedies.** The remedies contained herein are Purchaser's only remedies concerning the Products or occurrences related thereto. In no case shall Bed Techs be liable for any special, incidental or consequential damages of any kind which may arise in connection with the use of or inability to use the Products and whether such damage is based on a theory of breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Damages not recoverable include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Products, cost of capital, cost of any substitute Products, facilities or service, downtime, the claims of third parties, including customers, and injury to property or persons.

(e) **No Other Warranties.** Aside from an official Bed Techs' sales representative specified in writing, no other agent or employee of Bed Techs is authorized to change the warranties herein or to give any other warranty, express or implied.

(f) **Entire Contract.** The Bed Techs quotation and these Standard Terms & Conditions contain and constitute the complete contract and agreement between the parties respecting the Services to be provided and/or the Products and supersede all other agreements, written or verbal, between the parties related to the Products, and may not be

modified, rescinded or canceled, or any right of Bed Techs thereunder waived, except in a writing signed by an officer of Bed Techs.

12. **PATENTS.** Purchaser shall hold Bed Techs harmless from, and release and not make claim or suit against Bed Techs because of, any suits, claims, losses, or other liability made against, or suffered by, Purchaser arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right, at common law, or claim of unfair trade or of unfair competition, resulting from, or occasioned by, Purchaser's use, possession, sale, or delivery of the Products sold to Purchaser by Bed Techs.

13. **FORCE MAJEURE.** Bed Techs shall have no liability for any non-performance or delay in performance of its obligations caused by force majeure, failure of transportation, or failure of Bed Techs' suppliers to deliver supplies or raw materials.

14. **NO LIABILITY TO THIRD PERSONS.** Purchaser agrees to hold harmless and indemnify Bed Techs for any claim or action by any employee of Purchaser or Bed Techs and any other third person arising out of or alleged to arise out of the delivery or use of the Products and/or performance of Services at Purchaser's place of business.

15. **STATUTE OF LIMITATIONS.** Any arbitration for breach of warranty, breach of contract, tort, or other permitted action or remedy must be commenced within twelve (12) months following delivery of the Products to Purchaser or it shall be forever barred.

16. **PURCHASER'S DEFAULT, ATTORNEY FEES.** If Purchaser should default in the payment of any sums due and owing to Bed Techs or any other obligation to Bed Techs hereunder, and Bed Techs engages counsel in respect thereof, Purchaser agrees to pay, in addition to the balance and /or damages then due and owing, reasonable attorney fees and all costs of collection whether or not suit is filed.

17. **WAIVER OF JURY TRIAL.** EMPLOYEE AND EMPLOYER KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED BY A COURT OF LAW AND/OR BY A JURY IN COURT.

18. **GOVERNING LAW.** The agreement between Purchaser and Bed Techs, all acts and occurrences related thereto, and the rights and obligations of the parties shall be governed, construed and interpreted according to the laws of the State of Indiana.

19. **WAIVER-INDEMNIFICATION.** Purchaser hereby (i) waives, releases and discharges any and all claims (except for claims for breach of the Bed Techs Quotation and these Standard Terms and Conditions) of any and every kind (including, but not limited to, injury to or death of any person or damage to property), which it may have at any time against Bed Techs, its agents or employees, by reason of or arising out of any condition or defect in the Products, including, but not limited to, any claimed improper design, specifications or manufacturing defect of the Products, or devices; and (ii) covenants to indemnify and hold harmless Bed Techs, its agents, employees, distributors

or the manufacturer of, from and against any and all loss, damage, expense, claims, suits, costs of defense, including attorney fees or liability which Bed Techs or any of its employees, agents, distributors or the manufacturer may sustain or incur at any time for or by reason of any injury to or death of any person or persons or damage to any property, arising out of: (1) any condition or defect of the Products or any improper use by Purchaser's employees or any use by unauthorized users; or (2) any claimed inadequate or insufficient safeguards or safety devices or warnings.

**20. RESERVATION OF RIGHTS.** No failure of Bed Techs to insist upon or compel compliance by Purchaser with any of the terms, provisions or conditions hereof shall be construed as a waiver by Bed Techs of its rights to insist upon compliance therewith in the future.

**21. SEVERABILITY.** The terms and provisions set forth in the Bed Techs quotation, and these Standard Terms & Conditions are severable and the invalidity of any one provision or term shall not affect the enforceability of the remaining provisions or terms.

**22. MERGER; NEGATION OF COURSE OF DEALING, TRADE USAGE.** This instrument is intended by the parties to be a final, exclusive, complete, and fully integrated expression of their agreement and its terms. *NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF THE TRADE SHALL BE RELEVANT TO SUPPLEMENT OR EXPLAIN ANY TERM USED HEREIN.*

**23. CANCELLATION.** An order once placed with and accepted by Bed Techs cannot be cancelled without written approval of Bed Techs and upon terms that will indemnify Bed Techs against all loss. Bed Techs may, in its sole discretion, permit Purchaser to cancel or limit its order upon payment of Twenty Five Percent (25%) of the purchase price of the Services or Products (or such lesser or greater amount as agreed to in writing by Bed Techs) as a tooling/startup (including acquisition of paint, parts and other supplies)/cancellation fee and payment of all transportation and related expense of returning any unused Products or parts to Purchaser.

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