



NEW ACCOUNT APPLICATION w/ TERMS & CONDITIONS

Customers affirm that all provided information is true and accurate. Any misrepresentation or falsification of the provided information will render your account with BioMedical Life Systems, Inc. void.

Company Information: (required)

Legal Entity _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Fax: _____

Email: _____ Email 2: _____

DUNS: _____ Website: _____

General Contact: (required)

Name _____

Phone: _____ Ext: _____

Fax: _____

Email: _____

Accounting Contact: (required)

Name _____

Phone: _____ Ext: _____

Fax: _____

Email: _____

Purchasing Contact:

Name _____

Phone: _____ Ext: _____

Fax: _____

Email: _____

Sales Contact:

Name _____

Phone: _____ Ext: _____

Fax: _____

Email: _____

FOR U.S. applicants:

HME/DME License # _____ State Pharmacy License # _____ NPI # _____

Business License # _____ CA Certificate # _____ *tax exempt selling/shipping in California*

FOR International applicants:

Countries in which you sell? _____

U.S. Companies you represent: _____

Complete page 1 & 2 with signature on page 2 - email completed pages to sales@bmls.com

TERMS and CONDITIONS

1. Duties

On Sales to points outside the United States, all export duties and fees related to which BioMedical Life Systems is required to pay shall be paid by Buyer in addition to the price quoted herein.

2. Prices

Prices quoted herein do not include any applicable excise, sales, use or similar taxes whether Federal, State or Local. Buyer may provide BioMedical Life Systems with a tax exemption certificate acceptable to the taxing authorities. Any transportation charges shall be paid by Buyer in addition to the prices herein quoted. Prices are subject to change without notice. If prices are increased, the prices in effect immediately prior to the increase will apply to the unshipped portion of all firm orders for a period of thirty (30) days following the effective date of the increase. If published prices are reduced, the prices in effect at the time of shipment shall apply.

3. Delivery/Title

All shipments are F.O.B. BioMedical Life Systems factory Carlsbad, CA. Title to and risk of loss and damage to product and parts shall pass to buyer upon delivery to carrier. Items will be packaged to conform to standard commercial practices to BioMedical Life Systems. BioMedical Life Systems shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control, such as acts of God, acts or omissions of Buyer, acts or omissions of Civil and Military Authority, fires, strikes, floods, wars (whether declared or undeclared), or any other cause beyond its reasonable control.

4. Final Inspection and Acceptance

Final inspection and acceptance shall be performed by Buyer at Buyer's facility within thirty (30) days of receipt of product. Unless BioMedical Life Systems is notified to the contrary during said period, items delivered shall be presumed to be accepted at the expiration of said period.

5. Patents

BioMedical Life Systems agrees to defend Buyer at BioMedical Life Systems own expense in any suit or proceeding in connection with an allegation (other than an allegation based on a combination of BioMedical Life Systems product with other product and Buyer hereby indemnifies BioMedical Life Systems against any liability based on a claim of contributory infringement arising from such combination) that the product purchased hereunder infringes United States Letters Patent owned by others.

No patent protection whatever against foreign patents is granted by BioMedical Life Systems.

6. Payment Terms

Domestic (U.S. accounts) - Net 30 payment terms upon approval, ACH, and Credit Card payments are available. Buyer agrees to any and all processing charges for credit card payments. In the event Buyer fails to make payments when due, or otherwise defaults hereunder, BioMedical Life Systems may upon prior notice: (I) suspend credit and delay shipment until such terms are met; and/or (II) alter the terms of payment; and/or (III) cancel any order then outstanding and receive reimbursement for cancellation and/or bill back charges as applicable; and/or (IV) pursue any other remedies available at law or equity. BioMedical Life Systems shall charge and Buyer agrees to pay a finance charge of 1-1/2% per month of unpaid balance of the overdue accounts.

International accounts – Bank wire payments only.

7. Warranty

BioMedical Life Systems warrants each item of its manufacture to be free from defects in material and workmanship the warranty period from original purchase date. Product purchased within the warranty period will be repaired free of charge and returned to the point of Original sale provided that: (I) prior approval is obtained from factory; (II) the defective unit is returned freight prepaid; and (III) the unit has not been damaged by misuse, neglect, improper operation, accident or alteration, as determined by Seller. Product beyond the warranty period will be repaired only after Buyer has authorized quoted repair charge.

8. Cancellation/Rescheduling

If an order is cancelled by Buyer, Buyer agrees to pay a cancellation charge to be determined by BioMedical Life Systems at time of such cancellation. Cancellation charges to be based on parts or labor already expended or committed by BioMedical Life Systems prior to the cancellation.

Rescheduling an order may result in a rescheduling fee if parts or labor have been expended or committed by BioMedical Life Systems prior to rescheduling, or if the revised delivery date falls beyond Blanket Order Contract date, or if a price increase will be in effect at time of revised shipping date. Any rescheduling of an order must be agreed upon by BioMedical Life Systems in advance of such rescheduling.

9. Changes

BioMedical Life Systems reserves the right to modify or change the product, in whole or in part, at any time prior to delivery in order to include improvements deemed appropriate by BioMedical Life Systems but without incurring any liability to modify or change any product previously delivered.

10. General

In the event that any court or competent jurisdiction holds any provision contained herein to be invalid or unenforceable, such action shall not affect the remaining provisions which shall remain in full force and effect. The failure of BioMedical Life Systems to insist upon strict performances of any of the provisions contained herein shall in no way constitute a waiver by BioMedical Life Systems or any of the other provisions or subsequent default by Buyer in the performance of or compliance with any of the terms and conditions set forth herein. This document shall be construed and its terms interpreted in accordance with the laws of the State of California. The delegation or assignment by Buyer of all its duties, obligations or rights hereunder without the prior written consent of BioMedical Life Systems shall be void. All confirming purchase orders must be addressed to BioMedical Life Systems Carlsbad, CA, but may be mailed to local sales representatives for forwarding.

11. Agreement

The Terms and Conditions set forth herein constitute the entire understanding between BioMedical Life Systems and Buyer and supersedes all prior communications or agreement written or oral, and any Terms and Conditions contained on Buyer's purchase orders which are not in strict accordance with the provisions set forth herein shall not be binding on BioMedical Life Systems and shall not be considered applicable to any sale. No representation, promise, modification, or waiver of any of these provisions shall be effective unless in writing and signed by an authorized representative of BioMedical Life Systems. A contract between BioMedical Life Systems and Buyer shall exist only when BioMedical Life Systems through its Carlsbad, California office has accepted in writing, Buyer's purchase order, subject to BioMedical Life Systems sales order and terms and conditions.

12. Limitations of Liability

IN NO EVENT SHALL BIOMEDICAL LIFE SYSTEMS BE LIABLE FOR COLLATERAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE TRANSACTIONS WHICH ARE THE SUBJECT THEREOF.

13. Attorneys' Fees

In the event either party commences litigation to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorney's fees and costs incurred. The term "litigation" includes any proceedings involving arbitration. In addition to the amount(s) under this agreement, purchaser(s) jointly and severally agree to pay reasonable attorney's fees and all other costs, and expenses incurred by BioMedical Life Systems enforcing this purchase order in any action or proceeding arising out of, or relating to, this purchase order.

14. Jurisdiction and Venue

In any litigation arising hereunder or relating to any contract between Buyer and BioMedical Life Systems, Inc., Buyer hereby expressly submits to the jurisdiction of the Courts of California and further expressly agrees that the proper venue in any such action shall be the County of San Diego, North County Judicial District Branch Court.

15. Minimum Purchase Amount (MOA)

Domestic MOA (USA) - \$50.00.

International MOA - \$500.00.

Taxes, shipping, and other charges are not part of the MOA requirement.

Signee is an officer of the company ensuring compliance with all regulatory requirements in the use and/or sale of medical products provided by BioMedical Life Systems, Inc. and will indemnify us against any liability as a result of non-compliance. I agree to these Terms & Conditions.

Print Name: _____

Signature: _____ Digital?

Title: _____

Email: _____