



GENERAL:

These terms and conditions (the “**Terms**”) shall govern the provisions of goods and services set out in the delivery order or work order (the “**Order**”) to which these Terms are attached. As used in these Terms, “**you**” or the “**Customer**” means the customer named on the Order, and “**HME**” means HME Home Health Ltd. and its affiliated companies.

AUTHORIZATION:

The Customer hereby authorizes HME to arrange for, and complete the delivery, installation and adjustment of the product(s) specified in the Order (the “**Product**” or “**Products**”).

PAYMENT; TITLE:

In the event a third-party purchaser fails to make payment to HME for any reason, the Customer is fully responsible for all charges relating to the Product(s) and work described in the Order. The Customer acknowledges that ownership and title of the Product(s), together with all risks of loss or damage, shall pass to the Customer at the time of the purchase, notwithstanding that the Product(s) may be delivered on a later date.

DELIVERY:

The Product(s) will be delivered to the Customer on or about the estimated delivery date specified in the Order (the “**Delivery Date**”). HME shall use commercially reasonable efforts to meet the Delivery Date and will make commercially reasonable efforts to notify the Customer of any anticipated delays. The Customer acknowledges that the Delivery Date is approximate and is subject to change and that HME is not liable for any failure to meet the Delivery Date (with or without notices). Without limiting the foregoing, HME is not responsible for any delays related to the installation caused by unavailability of materials, manufacturer delays, delivery delays, Order changes requested by the Customer or required by applicable laws.

INSTALLATION:

HME will provide installation, adjustment, delivery, and any other services to the Customer as described in the Order (the “**Work**”). The Work is limited to the description of the services set out in the Order and does not include the removal, alteration or installation of electrical, gas or plumbing fixtures or settings. The Customer acknowledges and confirms that the Work may be subject to applicable laws, local codes and ordinances, and/or strata corporation rules and bylaws. The Customer is responsible to obtain any consents, permits, approvals or other similar requirements required for HME to complete the Work and to install the Product(s).

ACCESS:

By accepting delivery of the Product, the Customer shall provide HME (including its vehicles and other equipment) unencumbered access to all areas necessary to complete the Work and to keep such areas free from obstruction, debris, or other risks of injury to HME personnel or damage to its vehicles and other equipment.

NO OTHER WARRANTY:

EXCEPT FOR THE LIMITED WARRANTY SPECIFIED IN THE ORDER, HME HEREBY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL EXPRESS, IMPLIED, COLLATERAL AND STATUTORY WARRANTIES, CONDITIONS, REPRESENTATIONS, RIGHTS AND REMEDIES, WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION THOSE RELATED TO MERCHANTABILITY, NON-INFRINGEMENT, FUNCTIONALITY, RELIABILITY, COMPLETENESS, QUALITY, DURABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE ABOVE, THE CUSTOMER CONFIRMS THAT IT IS THE CUSTOMER'S RESPONSIBILITY, TOGETHER WITH ITS HEALTH PROFESSIONALS, TO ESTABLISH THE SUITABILITY OF THE PRODUCT(S) FOR THE INTENDED PURPOSE.

NO PRODUCT WARRANTY:

Without limiting the above, the Customer acknowledges and confirms that HME does not provide any product warranty or manufacturer's warranty. Any warranty claims with respect to the Product(s) delivered shall be directed to the manufacturer(s) of such Products, to the extent that such Product(s) are subject to the product manufacturer's warranty.

INDEMNITY:

The Customer will, and will cause any third-party purchaser to, indemnify and hold harmless HME and its affiliates and each of their respective shareholders, directors, officers, agents and other representatives (the "**HME Parties**") from and against any and all third-party demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind (each a "**Claim**," and, collectively "**Claims**") arising out of the use or possession of any Product(s) sold or installed by HME, provided that the Claim does not arise from defective installation of the Product(s) by HME. This indemnity includes any Claim or liability by a third party arising out of non-compliance by the Customer with applicable laws or any failure by the Customer to obtain any consents, permits, approvals or similar rights required with respect to the installation or Product(s) provided by HME.

LIMITATION OF LIABILITY:

IN NO CIRCUMSTANCES WILL THE HME PARTIES' LIABILITY EXCEED THE AMOUNTS PAID TO HME FOR THE PRODUCT(S), INSTALLATION OR SERVICES PROVIDED BY HME.

UNDER NO CIRCUMSTANCES ARE THE HME PARTIES RESPONSIBLE FOR ANY DAMAGES CAUSED BY THE HME PARTIES DURING THE COURSE OF ACCESSING OR ENTERING THE CUSTOMER'S RESIDENCE OR PLACE OF DELIVERY FOR THE PURPOSE OF DELIVERING, INSTALLING OR ADJUSTING THE PRODUCT(S) OR OTHERWISE SERVICING THE CUSTOMER.

THE HME PARTIES ARE NOT LIABLE, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE, FOR ANY (A) PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, COMPENSATORY, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF THE HME PARTY SHOULD HAVE BEEN AWARE THAT SUCH LOSS OR DAMAGE COULD OCCUR, (B) LOST PROFITS OR LOST REVENUE, OR (C) PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, IN EACH CASE ARISING OUT OF OR IN ANY WAY RELATED TO THE SUPPLY OF THE PRODUCT(S) OR THE WORKS, WHETHER DIRECTLY OR INDIRECTLY. HME IS NOT RESPONSIBLE FOR THE COSTS ASSOCIATED WITH PROCURING SUBSTITUTE PRODUCTS.

ENTIRE AGREEMENT:

Together with the Order, these Terms constitute the entire agreement between the parties for the purchase of the Product(s), delivery, installation, adjustment and any other services provided to the Customer by HME as described in the Order. These Terms supersede and replace all other prior written or oral representations, warranties or agreement made by HME or its representatives to or with the Customer. No changes or modifications to these Terms are binding on either party unless made in writing, dated and signed by HME and the Customer.

SEVERABILITY:

Should any condition or portion of these Terms be deemed invalid or unenforceable, each provision shall be divisible, and the unenforceable portion will be inoperative, provided however, the remaining provisions remain valid and binding.

NOTICE TO CUSTOMER:

The Customer hereby declares that before signing the Order with respect to these Terms, the Customer was given a copy and was granted sufficient time to become aware of the content and scope of these Terms.

For HME employees and representatives only:

If the Customer is receiving rented equipment, please check the box below:

Rental Terms and Conditions Apply

ATTENTION CUSTOMER:

If the box below above is checked, the provisions below also apply to you.

HME HOME HEALTH EQUIPMENT RENTAL TERMS & CONDITIONS

In addition to the Terms above, the following rental terms and conditions below apply to you and to the Rental Equipment (defined below).

RENTAL:

HME hereby agrees to lease to the Customer, and the Customer hereby agrees to lease from HME, the equipment for lease described in the Order, together with all accessories, additions, repairs and replacements parts affixed thereto, now or in the future (the "**Rental Equipment**"). For the purpose of clarification, the term "Product" used in the general terms and conditions shall include the Rental Equipment.

RENTAL TERM:

The rental term shall commence on the date of HME's acceptance as indicated in the Order and shall continue on a month-to-month basis, until terminated by HME or the Customer by thirty (30) days' prior written notice, unless otherwise indicated in the Order (the "**Rental Term**").

TITLE:

The Customer acknowledges and confirms that HME does not offer "rent-to-own" plans or purchase financing plans. Title to the Rental Equipment shall remain, at all times, with HME unless a sales agreement for the purchase of the Rental Equipment, separate from these Terms, is executed by HME and the Customer.

DELIVERY:

If elected in the Order, HME shall deliver the Rental Equipment to the Customer on or before the commencement of the Rental Term. If the Customer does not elect in the Order for HME to deliver the Rental Equipment, the Customer shall be responsible, at the Customer's own risk and expense, to pick up the Rental Equipment at the HME location set out in the Order on the first day of the Rental Term and to return the Rental Equipment at the end of the Rental Term. If the Customer fails to pick up the Rental Equipment within ten (10) days after the first day of the Rental Term, HME may, at its sole option, cancel the Order.

RENTAL CHARGES:

(1) Commencing on the first day of the Rental Term and continuing until the Rental Equipment is returned to HME, the Customer shall pay to HME (a) the full amount of each the weekly or monthly payment as specified in the Order (the "**Periodic Charge**") on the first day of each month or week, or (b) if specified in the Order, the full amount of rental charge payable for the entire duration of the Rental Term (the "**Term Charge**").

(2) If a Term Charge is applicable, such an amount shall be payable in full by the Customer before the commencement of the Rental Term, and the Customer is not entitled to any refund of the Term Charge even if the Customer returns the Rental Equipment to HME before the end of the Rental Term.

(3) If the Rental Equipment is not returned on or before the end of the Rental Term, then (a) if the Order specifies a Periodic Charge, a full Periodic Charge shall continue to apply for each additional month or week (or portion thereof) after the end of the Rental Term until the Rental Equipment is returned, or (b) if the Order does not specify a Periodic Charge, the Customer shall be liable to HME for the Periodic Charge applicable to the Rental Equipment for each month or a portion thereof until the Rental Equipment is returned.

(4) No refund or discount or other allowance will be made for any Rental Equipment or portion thereof which the Customer claims has not been used during the Rental Term. Acceptance of returned Rental Equipment does not constitute a waiver of any rights HME has under these Terms. In the event a third-party purchaser fails to make payment to HME for any reason, the Customer shall be responsible for all charges relating to the Rental Equipment.

LATE CHARGES:

If the Customer fails to pay any part of the Periodic Charges or Term Charges or other amount due under the Order or these Terms, within **30 DAYS** of its due date, the Customer agrees to pay HME: (a) on the first month, a late charge to compensate HME for collecting and processing the late amount, which late charge is stipulated and liquidated at **\$45.00** plus any chargeback or other administrative fees charged by a third party; plus (b) interest for every month after the first month in which the amount is late to compensate HME for the inability to reinvest the amount, which charge is stipulated and liquidated at **9%** per annum (or at the maximum rate allowable under applicable law, whichever is less), calculated monthly on the delayed amount outstanding from time to time during this month (collectively, the "**Late Charge**").

PAYMENT:

The Customer shall provide HME with a current account information together with a completed pre-authorized debits ("**PAD**") form. HME shall retain the PAD form on file and charge the applicable Periodic Charge, Term Charge, or Late Charge by PAD. If the Rental Equipment is lost, stolen or damaged, the Customer authorizes and acknowledges that HME may charge the costs associated with repairing or replacing the Rental Equipment by PAD. The Customer agrees to notify HME of any change to the Customer's account information and to provide HME with an updated PAD form as soon as practicable, and in any case, within thirty (30) days of such change. The Customer further agrees to indemnify and hold harmless HME Parties from any chargeback or other administrative fees charged by any third party for failing to provide HME with valid account information on the PAD form.

MAINTENANCE:

The Customer shall maintain the Rental Equipment in good working condition at the Customer's own expense. Normal wear and tear is expected. The Customer agrees to inspect the Rental Equipment upon receipt and to notify HME of any damages, malfunctions, or missing components in the Rental Equipment as soon as possible, and in any case, no later than three (3) business days after the Rental Equipment is delivered to the Customer.

LOSS OR DAMAGE:

While the Rental Equipment is in the Customer's possession, the Customer assumes all risk of loss and damage to the Rental Equipment from any cause whatsoever. The Customer shall compensate HME for all costs associated with the replacement of any lost or stolen Rental Equipment. The Customer shall reimburse HME for the costs incurred to repair or replace the Rental Equipment or its parts such that the Rental Equipment is restored to the same condition as at the time of rental, accommodating for normal wear and tear as may be expected during the ordinary and intended use of the Rental Equipment during the Rental Term. HME's invoice for replacement or repair is conclusive as the amount Customer shall pay under this paragraph for repair or replacement.

INDEMNITY FOR LOSS OR DAMAGE:

The Customer will, and any third-party purchaser to, indemnify, defend and hold harmless the HME Parties from and against any and all Claims arising from loss or damage to the Rental Equipment, providing that the Claim does not arise from defective installation of the Rental Equipment by HME.

RIGHT TO RECOVER:

Upon the occurrence of non-payment of a Periodic Charge for two (2) consecutive months, and at any time thereafter, HME may exercise any rights and remedies available to it under applicable law, and without limiting such rights or remedies, HME may do any or all of the following: (a) take action to enforce the Customer's performance of his or her obligations under these Terms; (b) take action to recover damages, costs and expenses incurred by HME by reason of the Customer's non-payment; (c) elect to terminate these Terms and take action to recover the Rental Equipment from the Customer; and (d) repossess the Rented Equipment by any method permitted by law.

RENTAL WARRANTY:

If the Rental Equipment fails to operate in accordance with the manufacturer's specifications during the Rental Term, HME shall replace the Rental Equipment with identical or similar equipment as soon as practicable after the Customer returns the Rental Equipment to HME.

NO ENCUMBRANCE:

The Customer shall not make any action or omission which results in a pledge or encumbrance against the Rental Equipment in any way. HME may terminate the lease and these Terms immediately upon the failure of the Customer to make payments when due, or upon the filing for bankruptcy or protection from creditors by the Customer in any court of competent jurisdiction.