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General Information

PRODUCT(S) shall mean EQUIPMENT and DISPOSABLES.

DISPOSABLES shall mean any hemodialysis or peritoneal dialysis (PD) product other than EQUIPMENT.

EQUIPMENT shall mean hemodialysis machines, peritoneal dialysis cyclers, and other related equipment.

Drug and Service State Licensing Requirements: CUSTOMER agrees to obtain and maintain all state-mandated licenses and/or permits required for the purpose of purchase, use, and distribution of Fresenius Medical Care Renal Therapies Group, LLC (Fresenius Renal Therapies), a division of Fresenius Medical Care PRODUCT(S). CUSTOMER shall provide all applicable license and permit information to Fresenius Renal Therapies upon request.

Before shipping to home patients, a prescription for a period not to exceed one (1) year must be obtained.

Tax Exempt Status: A CUSTOMER that is exempt from taxation is required to provide appropriate certification to Fresenius Renal Therapies' Finance Department.

PRODUCTS sold are not for resale.

Warranties

Fresenius Renal Therapies warrants that the PRODUCT(S) manufactured by Fresenius Renal Therapies, when used in accordance with the directions on the labeling, is fit for the purposes and indications described on the labeling. The applicable manufacturer under the manufacturer's warranty will cover

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Order/Delivery Policy, Continued

Off-Schedule Deliveries

Orders requiring off-schedule delivery shall be shipped FOB Origin. Commercially reasonable attempts shall be made to make the off-schedule delivery on the Fresenius Renal Therapies Fleet. FOB Origin deliveries made on the Fresenius Renal Therapies Fleet may be subject to a freight charge of one hundred seventy five dollars ($175). All other off-schedule deliveries shall be shipped commercial carrier, FOB Origin, and all actual incurred freight charges shall be added to the invoice.

Freight charges shall be waived automatically for any off-schedule delivery due to the following:

a) Initial order for new home patients (PD and Home Hemo dialysis);

b) Training or retraining home patient supply shipments to the unit;

c) Error on the part of Fresenius Renal Therapies; or

d) Any event out of the patient's control based on the result of a change in therapy or a medical condition that requires an off-schedule delivery. This includes changes in modality, fill volumes, dextrose percentage or solution changes. Every effort should be made to minimize the amount of additional product required until the next scheduled delivery date for the patient.

Acute Hospital Freight Policies

Recognizing that acute hospitals have unique delivery and service requirements, they may select one of the following three (3) options regarding their deliveries:

a) Fresenius Renal Therapies and CUSTOMER negotiate a mutually agreeable delivery frequency but not to exceed once weekly. All shipments shall be FOB Destination.

b) Utilize a third-party distributor when delivery frequency greater than once a week is required. All fees with third-party distributor are at the CUSTOMER'S expense.

c) Orders placed and shipped as requested by the account with no pre-determined delivery schedule or frequency. All shipments shall be FOB Origin. If the delivery can be made on the Fresenius Renal Therapies Fleet, the account may be subject to a delivery fee of one hundred fifty dollars ($150). If the delivery cannot be made on the Fresenius Renal Therapies Fleet, a common carrier shall be used, and all commercial carrier charges shall be invoiced to CUSTOMER.

Receipt and Verification

All deliveries must be verified within two (2) business days from receipt in order to receive credit for shortages or to have PRODUCT(S) replaced without incurring delivery charges. After the two- (2) day period, standard return goods policies are in effect. It is incumbent upon the clinic and patients to verify their deliveries to ensure that all items ordered and shipped are received.

Proof of Delivery

The Fresenius Renal Therapies invoice and packing list must be retained as proof of delivery. Subject to availability and within three (3) months following the date of shipment, requests for additional documentation of delivery (e.g., carrier delivery logs) may be subject to a service charge of thirty-five dollars ($35).

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Equipment/Spare Parts

Purchased EQUIPMENT is not returnable unless SHIPPED IN ERROR BY Fresenius Renal Therapies or ORDERED IN ERROR BY CUSTOMER. Leased, rental, trade-in, and/or evaluation equipment may be returned as governed by the terms of this policy.

All EQUIPMENT returns are at CUSTOMER'S expense, and EQUIPMENT must be in the same condition as when delivered to CUSTOMER, normal wear and tear excepted. CUSTOMER shall deliver the EQUIPMENT to such place or on board such carrier, packed for shipping, as Fresenius Renal Therapies may specify. CUSTOMER is fully responsible for return of EQUIPMENT including all associated charges with the exception of return due to equipment shipped in error by Fresenius Renal Therapies. CUSTOMER shall give Fresenius Renal Therapies prior written notice that it is returning EQUIPMENT. Any/all credits are subject to final credit approval.

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Billing Information

Terms of Sale

All orders are subject to credit approval and acceptance by Fresenius Renal Therapies.

Payment terms stated on the invoice are those in effect as of the date of the order. Subject to change, sales are made by Fresenius Renal Therapies. Upon request, CUSTOMER shall supply the following financial information certified by an independent certified public accountant: Complete fiscal financial statements (within ninety [90] days of the close of CUSTOMER'S fiscal year) and quarterly unaudited balance sheet and income statement (within forty-five [45] days of CUSTOMER'S quarterly close).

Cash discounts, if applicable, will only be allowed on that portion of each invoice paid within the discount period.

Invoices which are not paid according to the terms of the sale are subject to a late payment charge. Additionally, Fresenius Renal Therapies reserves the right to require payment in advance of shipment if CUSTOMER is delinquent in its payment for past purchases.

Payment must be made within the terms of the sale.

Prices

PRODUCTS are priced at the amount indicated for the

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Important Telephone Numbers

Customer Service/Order Entry – Disposables and Parts

Address: 1586 S. Lakeside Drive
Waukegan, IL 60085
Telephone: 800-323-5188

FMCNA.COM

Fresenius Renal Technologies, a division of Fresenius Medical Care North America
920 Winter Street, Waltham MA 02451
Customer Service: 800-662-1237 | Technical Support: 800-227-2572

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