

30-Day Return Policy

RETURN POLICY

The Howard Medical (HM) return policy is provided as shown. Any request must be made by the Customer within the time frame outlined for the respective reason for return. Product return requests to HM after the designated period will not be processed and the product shall not be returned. Any and all decisions to be made hereunder shall be made at the sole discretion of HM. For the purpose of this Return Policy, the term "Customer" means the original end user of the product.

Restocking Fees

A 15% restocking fee will be charged on any hardware, accessories, peripherals, and parts. A 25% restocking fee will be charged on all HM carts. If the merchandise is defective or the return is a direct result of a HM error, the restocking fee will not apply.

Exclusions

CONFIGURE-TO-ORDER, PERSONALIZED, CUSTOMIZED PRODUCTS AND CONSUMABLES (including but not limited to FUSES, BATTERIES, BULBS, ETC) MAY NOT BE RETURNED FOR REFUND, EXCHANGE OR CREDIT. Software licenses purchased under any type of volume purchase agreement or any non-Howard customized hardware and/or software product(s) may not be returned at any time.

Carts, Hardware, Parts, Accessories and Peripherals

Unopened software (sealed in original package), accessories, peripherals, parts only and/or hardware may be returned within 30 days from the date of shipment for a credit or refund of the purchase price paid less shipping and handling and applicable restocking fees. Opened product may not be accepted for return or if returned may be subject to additional fees to restore the product to a saleable state. HM has sole discretion on opened items that are not defective or the result of an HM error as to the ability to return that item. Any request for a return of an opened item that is not defective or the result of an HM error must be made within 15 days of receipt. Any request for a return of an unopened or opened item that is the result of an HM error must be made within 30 days of product ship date.

Non-Howard Medical Branded/Third-Party Products

Third Party software, computers, computer peripherals, parts, accessories, and other non-Howard Medical branded products sold by HM are covered by their original manufacturer's warranty included with the product. HM provides such products "as is". If a third-party product is suspected of having any defect, the Customer may contact HM Customer Support within 30 days of receipt of the product for assistance. After 30 days from product receipt, warranty and service is provided by the product manufacturer and not by HM. Products sold by HM that do not bear the Howard Medical brand name are serviced and supported exclusively by their manufacturers in accordance with the terms and conditions packaged with the products. HM's Limited Warranty does not apply to products that are not Howard Medical-branded, even if packaged or sold with HM products.

Contaminated Material

Any material, parts, or units that are or may have been contaminated by any type of waste, biological matter, or chemical may not be returned to HM under any circumstances. The shipper certifies that all shipments meet federal, state, and local regulations for shipping hazardous materials. Howard Medical shall not be held liable for the shipping of contaminated materials. The Customer and Shipper agree to assume responsibility for all claims, fines, and liabilities arising out of their failure to properly tender, label, or identify hazardous material for transport.

APO/FPO Addresses

If the Customer is using an APO/FPO outside the continental US, this Return Policy applies with the exception that the Customer is responsible for paying all shipping expenses of the product back to a state-side return address, plus handling, customs fees, and inventory liability. We recommend that the Customer insure the return against loss.

Freight Claims

The consignee of product agrees to report claims for damage, shortage, or errors in material as follows:

- a) Claims for damage and/or shortage caused by shipping must be made by the consignee to the shipper within five (5) calendar days of delivery
 - i. All items in question must be kept in their original cartons and at the original delivery point for inspection by the carrier
 - ii. If notified, HM will assist the purchaser as possible with the claim
- b) Claims involving shortages or errors will not be considered unless noted on the delivery receipt and reported to HM within five (5) calendar days of delivery

HM disclaims and shall not be held liable for any damages caused by the shipper.

Restrictions

PRODUCTS PURCHASED FROM A RESELLER SHOULD BE RETURNED TO THE RESELLER FOR REFUND OR CREDIT.

Return Procedures

To return products, the Customer must contact HM Customer Support at 888-323-3151 or by visiting <http://www.howard-medical.com/techsupportcontactform.cfm> to obtain a Return Merchandise Authorization (RMA) number within the return policy period applicable to the product to be returned.

The Customer must ship the products to HM within five (5) days of the date that HM issues the Return Merchandise Authorization Number.

The Customer must:

- 1) Ship the product(s), and insure the shipment or accept the risk of loss or damage during shipment.
- 2) Prominently display the RMA number on the shipping label or in some visible place on the outside of the shipping package.
- 3) Return the products in their original packaging in as-new condition along with any media, documentation, and all other items that were included in the original shipment.
- 4) Ship returned product to the following address:

Merchandise Returns Address:

Howard Medical
Attn: Med Depot
MEDICAL RMA # _____
32 Howard Drive
Ellisville, MS 39437

The refund process takes approximately thirty- (30) days. Upon receipt of the complete returned purchase, HM will issue a credit or a refund of the purchase price paid, less shipping and handling and applicable restocking fees. Refunds will be made to the purchaser's account and only to the purchaser listed on the invoice. HM is not responsible for any personal data or personal items returned with a product in error.