# InnerSpace® Terms and Conditions

InnerSpace terms and conditions posted on the InnerSpace website (innerspacehealthcare.com) supersede all other terms, including verbal statements communication, unless agreed upon in writing.

# **Prices**

Any quotations provided by an authorized Solaire Medical Storage, LLC (DBA InnerSpace), associate shall remain in effect for ninety (90) days from the origination date listed on the quotation unless otherwise noted by a listed expiration date. All quotations are subject to credit approval prior to acceptance by InnerSpace.

# **Payment**

Orders are invoiced at the time of shipment. Payment terms are net 30 days. A finance charge of one (1%) percent per month or twelve (12%) percent per year will apply to all obligations not paid according to the terms and conditions herein. In the event the account is turned over to an attorney or other agency for collection, buyer shall pay all reasonable collection fees, attorney fees, and court cost incurred by the seller. Third-party purchase orders must be accompanied with 50% prepayment of the order value. The remaining order balance plus freight charges are due net 30 days after the shipment date.

Accepted forms of payment include paper check, ACH, and credit card (Visa and Mastercard only). When paying with a credit card, a processing fee of 4% will be assessed on the dollar total of the invoice.

# Taxes

Quoted prices do not include taxes of any sort, including but not limited to state and local sales tax. All taxes shall be paid by the customer in addition to the quoted price. Customers shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any tax.

# **Freight and Handling**

Quoted prices do not include applicable freight and handling charges. InnerSpace will pre-pay and add freight charges. Freight terms are FOB destination when shipping pre-pay and add.

# **Online Freight**

InnerSpace ships online orders within the continental United States only. Freight rates are calculated and billed at the time of checkout.

# **Third-Party Freight Terms**

While InnerSpace discourages the use of third-party freight carriers, we will accommodate a customer's request, provided the customer notifies InnerSpace at the time of order of the decision to use a third-party shipper and provides the carrier's information. When a third-party shipper is used, freight terms are FOB origin and the customer assumes all responsibility for any shipping or handling damage. A signed Third-Party Shipping Waiver is required prior to shipping product. If the signed waiver is not received prior to shipment date, InnerSpace reserves the right to ship with our preferred carrier and add freight charges to the invoice.

# **Damaged Shipments**

It is the buyer's responsibility to examine products upon delivery. Any visible damage must be noted on the carrier's Bill of Lading. If there is visible damage to the product upon arrival, the buyer is instructed to refuse delivery of the damaged product. Failure by the purchaser to make any claim against the company within seven (7) days of receipt of the product shall constitute acceptance of the products and a waiver of product damages or shortages.

# **Hold Orders**

An estimated ship date is provided on the order confirmation. If an order is released into production and placed on HOLD by the buyer for a later ship date, then a minimum daily storage fee of \$100 will be incurred.

# Returns

Returns must be made within 30 days from the date of original shipment. All returned goods must be in new, salable condition and have an authorization number assigned by Customer Service. Evolve cabinets or casework, custom orders, drying cabinets or retrofit kits, and Quick Wall, Quick Rack, and Quick Wire open storage products are nonreturnable. Original and return freight charges are the responsibility of the buyer. A 50% restocking fee will be charged on all returned merchandise. Returns may be made as a credit to the customer's account.

# **Order Changes and Cancellations**

Order changes and cancellation requests will be handled on a case-by-case basis. A change or cancellation will be accepted within 72 hours of placing an order at no charge. After 72 hours, a fee may be incurred up to the full order value. This fee is determined by the percentage of the order complete at the time of change or cancellation.

# **InnerSpace Cloud Services**

Orders with technology services are subject to our Master Service Agreement. (https://innerspace.cloud/msa).



# Warranty

This warranty is our promise to our customers that InnerSpace stands behind its products and their quality. Unless otherwise stated by InnerSpace, the following are the warranty terms.

# **Evolve, Roam, and Pace Products**

Evolve, Roam, and Pace products, under normal use and conditions, are warranted to the original buyer that they will be free from defects in material and workmanship and conditions for five (5) years from the date of receipt. The five-year warranty excludes electronic components, which are warranted for one (1) year.

Also excluded are Roam mobile and stationary sneezeguard units, which, under normal use and conditions, are warranted to the original buyer to be free from defects in material and workmanship for a period of one (1) year from date of receipt.

# Ventaire<sup>™</sup> Endoscopy System

Ventaire Endoscopy System products, under normal use and conditions, are warranted to the original buyer to be free from defects in material and workmanship for a period of five (5) years from date of receipt.

# **Quick Open Storage**

Quick Rack, Quick Wall, and Quick Wire products, under normal use and conditions, are warranted to the original buyer to be free from defects in material and workmanship under normal use for a period of one (1) year from date of receipt.

# **Electronic Components**

Electronic components and subassemblies, under normal use and conditions, are warranted to the original buyer to be free from defects in material and workmanship for a period of one (1) year from the date of receipt.

Electronic components and subassemblies for Ventaire Endoscopy System products and InterConnect locks, under normal use and conditions, are warranted to the original buyer to be free from defects in material and workmanship for a period of one (1) year from the date of receipt.

# **InnerSpace Cloud Services**

Orders with technology services are subject to our Master Service Agreement. (https://innerspace.cloud/msa).

# **Custom Products**

Custom products, under normal use and conditions, are warranted to the original buyer to be free from defects in material and workmanship for a period of one (1) year from date of receipt.

# **Restrictions and Exclusions**

This warranty applies only to the original buyer; all subsequent purchasers acquire the product "as is" without any benefit of this warranty. Warranty includes repair or replacement of product or a comparable product or component only and may not include actual labor costs to replace and/or repair the product.

Standard and custom products stored in a warehouse for an extended period of time are warranted for fifteen (15) months from date of shipment or one (1) year from date of installation, whichever occurs first.

# **Excluded from this warranty:**

- Acts of nature
- Freight damage
- Improper installation
- Lack of proper maintenance
- Failure caused by abuse or misuse
- Consequential damages or incidental damages incurred by the buyer
- Unauthorized modifications or alterations
- Wear under normal usage
- · Exposure to extreme heat or moisture

# **Product Repair or Replacement**

Should defects in material or workmanship be shown to exist in any standard or custom product, InnerSpace will, at its option, repair or replace any such defective product covered by our warranty without charge. Other restrictions may apply.

# To receive benefits under terms of InnerSpace's warranty, the buyer must:

- Contact a Customer Service representative at 1-888-435-2256
- Provide a description and pictures of the damage, if possible
- Provide the original purchase order number or InnerSpace's order number

