



PURCHASE AGREEMENT

Sales Rep: Jon Seale/National Accounts

Date:

CUSTOMER BILLING INFORMATION

NACO Membership Number:

Company:
Address 1:
Address 2:
City:
State:
Zip:
COUNTY:

Contact Name:
Title:
Phone:
Fax:
E-mail:
Email Restriction:
Restriction Type:

Invoice to: Corporate Billing Address Individual Locations (provide details)

Tax exemption #

Payment Term: Payment due upon receipt

Specify Payment Terms here if Other

P.O. # N/A

Payment: Check

Mrkt Segment:

Lead Source:

Class ID: Select Class ID

CUSTOMER SHIPPING INFORMATION

Company:
Address 1:
Address 2:
City:
State:
Zip:
COUNTY:
F.O.B.: FACTORY

Contact Name:
Title:
Phone:
Fax:
E-mail:
Shipping Method:
Freight Collect Account:

EQUIPMENT AND ACCESSORIES

Table with columns: AED Product Description, SKU, List Price, Quantity, Price, Subtotal. Includes rows for Powerheart AED G3, AED Accessories, Response Program Management, and a summary section with Subtotal, Sales Tax, Shipping, and TOTAL.

BY SIGNING THIS AGREEMENT, CUSTOMER REPRESENTS THAT THEY ARE AUTHORIZED TO PURCHASE AND AGREES TO CARDIAC SCIENCE TERMS & CONDITIONS. AEDs are intended for use by or on order of a physician or persons licensed by state law.

Authorized Signature, Print Name, Title, Date

for PAYMENTS Mail to: Cardiac Science Corporation Dept. 0587 PO Box 120587

FAX TO: 770-267-4725 Cardiac Science Order Entry
FAX TO: Sandi Bronte Sales Representative

www.cardiacscience.com

Cardiac Science Corporation 3303 Monte Villa Parkway Bothell, WA 98021



TERMS AND CONDITIONS

These Terms and Conditions together with this agreement between Buyer and Seller shall apply to the sale to Buyer of all goods (including AEDs, oxygen, first-aid kits and other goods) and services (including training, consultation, maintenance and other services) purchased hereunder. Any amendment, waiver or other alteration to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties.

1. Terms and Conditions. This agreement between Buyer and Seller shall apply to the sale to Buyer of all goods (including AEDs, oxygen, first-aid kits and other goods) and services (including training, consultation, maintenance and other services) purchased hereunder. This Agreement sets forth the sole and entire agreement between the parties regarding the sale of goods and services herein and supersedes any contemporaneous oral agreements between them regarding the same. Any alteration to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties. Facsimile signatures shall be effective to bind either Party to the terms hereof.

2. Payment, Price & Acceptance. All sales are final and payment for products and services are due upon receipt of invoice, unless otherwise specified on the order. All prices are F.O.B. Shipping Point. Prices do not include, and Buyer shall pay applicable sales tax unless Buyer provides Cardiac Science with a valid tax exemption certificate. Buyer shall pay all freight charges for shipments of goods. Upon Buyer receipt, all goods shall be deemed accepted by Buyer unless Cardiac Science's Order Entry Department is contacted at 1-800-991-5465 within one business day of delivery, specifying the defects or discrepancies in the quality or quantity of goods. All services shall be deemed as accepted upon the performance thereof, unless Buyer provides Cardiac Science notice specifying defects or discrepancies in the quality of such services.

3. Training Services. When training has been purchased Cardiac Science shall contact Buyer within 5 business days to initiate the scheduling of training classes and Buyers agrees that training classes shall begin no later than 30 days after the date that Buyer receives delivery of the AED equipment. Buyer understands that Federal or State law may require training prior to AED equipment use. The addition of students, classes or rescheduling of any class requires the prior approval of Cardiac Science. If Buyer cancels a scheduled training class within 10 business days, Buyer agrees to pay a 100% cancellation fee.

4. Customer Obligations. The customer shall immediately notify Cardiac Science's Customer Service Dept. at 1-800-991-5465 in the event of the following: (a) if equipment has been used for an emergency or is in need of service; (b) if the AED indicates, in any manner (either visually or by sound), that the unit requires service. Buyer agrees not to defeat, disable or circumvent any protection mechanism related to the AED device. Buyer agrees to use the AED(s) covered under this agreement in accordance with the medical direction outlined in Cardiac Science's AED Response Protocol.

5. License. Cardiac Science hereby grants Buyer a revocable, non-exclusive, non-transferable license to use the products. Buyer may not copy, modify, decompile, disassemble or reverse engineer or create derivative works based upon any licensed good. Except for the rights expressly granted herein, no right, title or ownership interest in any service, including any copyright, patent, trademark, or other intellectual property or proprietary right therein, is conveyed to Buyer, expressly or by implication.

6. Manufacturers Indemnification and Insurance. Cardiac Science will defend, indemnify and hold harmless Buyer, its employees, directors, officers, shareholders, agents, attorneys and representatives from any and all third party claims, demands, suits, or liability arising out of or in connection with (i) the negligence or willful misconduct of Cardiac Science in relation to any goods or services provided by Cardiac Science, and (ii) any infringement or alleged infringement of any third party proprietary intellectual property right arising from the performance of any service by Cardiac Science or relating to any good manufactured by Cardiac Science.

I HAVE READ AND AGREE TO CARDIAC SCIENCE'S TERMS AND CONDITIONS.

Authorized Signature:	Print Name:	Title	Date:
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Limited Warranty

Cardiac Science Corp. ("Cardiac Science") warrants to the original purchaser that its AEDs and stated battery operating life will be free of any defect in material and workmanship according to the terms and conditions of this Limited Warranty ("Limited Warranty"). For purposes of this Limited Warranty, the original purchaser is deemed to be the original end user of the product purchased. This Limited Warranty is NONTRANSFERABLE and UNASSIGNABLE.

For How Long?

Seven (7) years from the date of the original shipment to the original purchaser for Powerheart AED G3 automated external defibrillators and G3 AED battery P/N (9146). Disposable defibrillation pads shall be warranted until the expiration date. Lithium batteries P/N (9146) have a full operational replacement warranty of four (4) years from the date of installation into a Powerheart AED G3. One (1) year from the date of original shipment to the original purchaser for Cardiac Science AED accessories. The terms of the Limited Warranty in effect as of the date of original purchase will apply to any warranty claims.

What You Must Do

Please complete and submit the Warranty Validation Form within 30 days of original shipment located at http://www.cardiacscience.com/products/aed_warranty.cfm. If the purchaser does not have internet access, call (888) 466-8686.

To obtain warranty service for your product, call us toll free at (888) 466-8686 seven days a week, 24 hours a day. Our customer service representative will try to resolve your issue over the phone. If necessary, and at our sole discretion, we will arrange for service or a replacement of our product.

What We Will Do

If your Cardiac Science product is returned within 30 days of the date it was purchased, at the direction of a customer service representative, we will replace it with a new product of equal value at no charge to you, provided the warranty applies.

If your Cardiac Science product is returned, at the direction of a customer service representative, after 30 days but within the warranty period, Cardiac Science, at its sole discretion, will repair your product or replace it. The repaired or replacement product will be warranted subject to the terms and conditions of this Limited Warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

Obligations and Warranty Limits

Limited Warranty Obligation: Exclusive Remedy

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF CARDIAC SCIENCE) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING CARDIAC SCIENCE PRODUCTS, EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY.

YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. CARDIAC SCIENCE SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES, COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS OR PERSONAL INJURY, EVEN IF CARDIAC SCIENCE HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

What This Warranty Does Not Cover

This Limited Warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, alterations, unauthorized service, unauthorized product case opening, failure to follow instructions, improper use, abuse, neglect, fire, flood, war or acts of God. Cardiac Science makes no warranty claim as to the compatibility with Cardiac Science products with non Cardiac Science products.

This Limited Warranty is Void if...

- Any Cardiac Science product is serviced or repaired by any person or entity other than Cardiac Science unless specifically authorized by Cardiac Science.
- Any Cardiac Science product case is opened by unauthorized personnel or if a product is used for an unauthorized purpose.
- Any Cardiac Science product is used in conjunction with incompatible parts or accessories, including but not limited to batteries. Parts and accessories are not compatible if they are not Cardiac Science products or the functional equivalent.

If The Warranty Period has Expired...

If your Cardiac Science product is not covered by our Limited Warranty, call us toll free at (888) 466-8686 for advice as to whether we can repair your Cardiac Science product, and for other repair information, including charges. Charges for non-warranty repairs will be assessed and are your responsibility. Upon completion of the repair, the terms and conditions of this Limited Warranty shall apply to such repair or replacement product for a period of 90 days.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.