

Respond Systems, Inc.  
 20 Baldwin Dr, Branford, CT 06405  
 203-481-2810 or 800-722-1228

Date \_\_\_\_\_

Customer Name \_\_\_\_\_

Billing Address \_\_\_\_\_

FAX 203-481-2456

Tel No.(H) \_\_\_\_\_

Tel No.(W) \_\_\_\_\_

Social Security #(required for all rentals) \_\_\_\_\_

| A   | B        | C         | D      | E         | F                               |
|---|----------|-----------|--------|-----------|---------------------------------|
| Bio Pulse Jacket or Bed<br>(Circle jacket or bed) | Purchase | 3Mo. Rent | Payoff | Ext. Rent | # Pmts<br>After 3 Mo.<br>Rental |
| Large   | \$549    | \$125.    | \$424  | \$120     | 4                               |
| Small   | \$499    | \$125.    | \$374  | \$105     | 4                               |
| Shipping from chart below                         | \$       | \$        |        |           |                                 |
| CT ADD 6% Sales Tax                               |          |           |        |           |                                 |
| <b>Total Due</b>                                  |          |           |        |           |                                 |

| Shipping Charges | Jacket  | Bed Large | Bed Small |
|------------------|---------|-----------|-----------|
| Ground           | \$22.00 | \$28.00   | \$25.00   |
| 2nd Day Air      | \$42.00 | \$75.00   | \$50.00   |
| Next Day Air     | \$84.00 | \$112.00  | \$87.00   |

**Purchase:** Total Col. B.

**3 Mo. Rental:** Initial payment of the amount shown as "Total Column C," representing the first three months' rental charge. Customer is responsible for the system during the rental period. Customer may terminate this agreement after the first three months with no further obligation, as long as the system is returned in good condition, within ten days after the end of the three month period. **If the system is not returned within 10 days after the end of the initial 3 month rental period, the Customer agrees to pay off the balance due shown as "Total Column D."** \_\_\_\_\_ (Customer Initial) Customer may enter the Extended Rental Plan (Col.E) to effect purchase of the system upon customer request, and upon the agreement of Respond Systems, Inc.

**Extended Rental Plan:** After the initial payment of the amount in Column C, and the number of additional monthly payments shown in Column F times the amount shown as "Total Column E," the system may be purchased for \$1. The total amount paid, which includes interest at 12.9%, is the "Column C Total," added to the number of monthly payments shown in "Column F" times the amount of the payment shown in "Column E". Payments must be made within ten days of the due date, or the option to purchase for \$1 may be forfeited. Customer is responsible for the equipment while in his possession; therefore, customer should speak to his insurance agent to determine if existing policies cover the equipment or if additional coverage is required. Note: Invoices delinquent beyond 30 days are charged interest at 1.5% per month. If your account is turned over and/or submitted to a collection agency and/or attorney, customer is responsible for all fees incurred. Please enter my order for the above items to be delivered subject to the terms and conditions printed on page 2. I fully understand your credit terms and agree to the proper payment in consideration of extended credit. I hereby certify that the facts set forth in the above application are true and complete to the best of my knowledge. Respond Systems, Inc. is hereby authorized to make any inquiries concerning my financial standing and/or credit record through any investigative credit agencies.

Credit Card Number \_\_\_\_\_ Exp Date \_\_\_\_/\_\_\_\_

Customer Signature \_\_\_\_\_ SalesRep Sign \_\_\_\_\_

Shipping Address \_\_\_\_\_

City, State \_\_\_\_\_ Postal Code \_\_\_\_\_

email \_\_\_\_\_

## Terms and Conditions of Sale

### **Warranty Information:**

- A. For a period of one (1) year from the date of Respond Systems , Inc. order document is received upon purchase of equipment, Respond Systems , Inc. warrants to the original customer that the equipment is free from manufacturing defects. This warranty is only applicable to purchase of equipment by the original customer from Respond Systems , Inc. The warranty is void if the equipment has been subject to improper or abnormal use. If a manufacturing defect is discovered during the stated warranty period, the defective equipment must be returned to Respond Systems , Inc. for repair. All transportation costs, for return, will be borne by the customer. Respond Systems , Inc. will make a best effort to expedite the repair and return of repaired equipment. The original customer's sole and exclusive remedy in the event of a defect is limited to the correction of the defect by repair, replacement, or refund of the purchase price at Respond Systems ' Inc. election and sole expense.
- B. Except as provided herein no employee or agent or other person is authorized to give any warranties of any nature on behalf of Respond Systems , Inc.
- C. Except as provided herein, Respond Systems , Inc. makes no warranties, including warranties of fitness for a particular purpose.
- D. Some states and countries do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to customer.
- E. The warranties granted herein give the original customer specific legal rights, and the original customer may have other rights which vary from state to state or country to country.

### **Limitation of Liability:**

- A. Except as provided herein, Respond Systems , Inc. shall have no liability or responsibility to customer or any other person or entity with respect to liability, loss or damage caused or alleged to be caused directly or indirectly by equipment sold, by Respond Systems , Inc. or leased to customer by a third party, including, but not limited to, any loss of business or anticipating profits or consequential damages resulting from the use or operation of the equipment. In no event shall Respond Systems , Inc. be liable for loss of profits, or any indirect, special, or consequential damages arising out of any breach of this warranty or in any manner arising out of or connected with sale or lease, use or anticipated use of the equipment.
- B. Notwithstanding the above limitations and warranties, Respond Systems , Inc. liability hereunder for damages incurred by customer or others shall not exceed the amount paid by customer for the particular equipment involved.
- C. No action arising out of any claimed breach of this warranty or transactions under this warranty may be brought more than one (1) year after the cause of action has accrued or more than two (2) years after the date of Respond Systems , Inc. order document for the equipment, whichever first occurs.
- D. Some states and countries do not allow the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply to the customer.

### **Purchase Information:**

- A. Title to the equipment shall remain in Respond Systems , Inc. until the agreed purchase price, thereof is paid in full in cash, at the time specified thereof, and thereupon the title to said equipment shall, without any further action on the part of Respond Systems , Inc., be transferred to and vested in the customer.
- B. From the time the equipment is delivered to the customer until it has been fully paid for by the customer, the customer assumes liability for all destruction, loss or damage to the equipment however caused, and will pay to Respond Systems , Inc. the full price or such amount thereof as remains unpaid of the equipment.
- C. Any taxes, with respect to such purchase price, shall be paid by the customer unless otherwise expressly prescribed by law.
- D. If the customer fails to pay the agreed net purchase price in full, in cash, or if a receiver shall be appointed for the customer, or if the customer shall make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against the customer, then Respond Systems , Inc. may declare the entire sum remaining unpaid to be immediately due and payable and may enter, with legal process, and using such force as may be necessary, into or on the premises where said equipment, or any part thereof may be located and repossess the same, and thereafter hold the same absolutely free from all claim of the customer, retain all payment and for the use, wear and tear thereof, or as much thereof as may be permitted by law. And the customer for himself and his successors in interest hereby waives all claim and right of action for trespass or damages by reason of such entry, taking possession of and removal, and also waives, so far as is consistent with public policy, the benefits of this province that may conflict with the condition of the order, or with causes of action hereby given.