



NEW CUSTOMER ACCOUNT FORM

INSTRUCTIONS: All customer, billing and banking information must be completed.

COMPANY INFORMATION

Facility:	Name:	
Address:	E-Mail:	
City/ State/Zip:	Phone:	
Website:	NPI#:	Fax:
GPO:	IDN:	Type of Business:
Third Party Shipping Information: Yes No	Account Number:	

ACCOUNTS PAYABLE INFORMATION

Name:	E-mail:
Address:	Phone:
City/State/Zip:	

PURCHASING CONTACT

Name:	E-mail:
Address:	Phone:
City/State/Zip:	

FINANCIAL INFORMATION

Fed. Tax ID:	Dun & Bradstreet:	Credit Line Request:
Tax Exempt: Yes No	If Tax Exempt, please attach support documentation.	

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BUSINESS REFERENCES

Company:

Account #:

Address:

Contact Person:

City/State/Zip:

Title:

Phone:

E-mail:

Company:

Account #:

Address:

Contact Person:

City/State/Zip:

Title:

Phone:

E-mail:

SIGNATURES

Please read the terms and conditions following this form and sign below: the undersigned agree to be bound by the attached terms and conditions of sale.

Signature:

Date:

Print Name:

Title:

UPON COMPLETION

Send questions/new customer account form to:



EMAIL

info@mymicro-tech.com



FAX

734.272.4160

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TERMS AND CONDITIONS

Micro-Tech Endoscopy USA, Inc., dba Micro-Tech USA, Inc., ("MTUSA") offers to sell to the customer listed on the first page of this Quotation ("Buyer") or Order Form, subject to the prices, terms and conditions set forth below.

PRICE AND PAYMENT

1.1 The price per unit of any product shall be F.O.B from MTUSA's shipping location. Buyer shall be fully responsible for and will be billed by MTUSA for all freight, insurance, and other transportation costs.

1.2 All invoices submitted by MTUSA to Buyer are payable in full within 30 days after the date of such invoice. If payment is not received by MTUSA from Buyer within this 30-day period, then (i) MTUSA may notify Buyer of such failure, and (ii) interest shall accrue on any unpaid balance from the date of the invoice at the rate of 1.5% per month (18% per annum), but in no event at a rate greater than the maximum rate permitted by applicable law. Buyer shall reimburse MTUSA for all reasonable collection costs, including attorney fees.

1.3 If the prices indicated in this Quotation are based on quantity of items, and Buyer does not purchase all such items as listed, then MTUSA reserves the right to adjust the prices of the items actually purchased by Buyer and Buyer shall pay such adjusted prices upon demand.

1.4 Buyer shall bear the cost of any sales, use, excise, or similar tax applicable to the purchase of the product(s) under this Quotation, unless Buyer shall have previously provided MTUSA with a tax exemption certificate.

1.5 Prices and quotations are subject to change without notice.

PURCHASE ORDERS, DELIVERY, TITLE, RISK OF LOSS, INSPECTION, AND RETURNS

2.1 No purchase order submitted by Buyer for any of the product listed in this Quotation shall be binding on MTUSA unless specifically accepted by MTUSA in writing or by fulfillment thereof.

2.2 Each Buyer purchase order or any type of acknowledgment thereof, whether oral, printed, stamped, typed or written shall be strictly subject to and governed by the terms and conditions of this Quotation and none of the provisions of Buyer's purchase orders or acknowledgments thereof shall be applicable, except those identifying the particular products ordered, the quantity thereof, desired delivery date(s) and limited shipping/billing instructions to the extent that such instructions do not conflict with MTUSA's terms and conditions of sale.

2.3 MTUSA shall have the right, in the exercise of its sole and absolute discretion, to cancel any Buyer purchase order accepted by MTUSA or to delay the shipment thereof if Buyer fails to meet any payment schedule or supply other reasonable credit or financial information requested by MTUSA.

2.4 MTUSA will have the right to cancel any Buyer purchase order, in whole or in part, without incurring any liability to Buyer and MTUSA shall not be liable for failure to fulfill any purchase order or to perform any contract in the event of acts beyond its control, including, without limitation, reasons of force majeure.

2.5 Standard shipment protocol is FedEx ground shipping. Expedited shipping is available at Buyer request and expense.

2.6 Delivery dates specified in this Quotation or in any confirmation of any Buyer purchase order shall be deemed to be estimated only. Buyer shall not be relieved of its obligation to purchase all of the products stated in its purchase order because of MTUSA's failure to meet any desired or requested delivery

date. Title and risk of loss of any product ordered by Buyer shall pass to Buyer upon pickup and acceptance by the carrier.

2.7 Buyer will inspect each shipment of product and notify MTUSA within 10 days of receipt of product of any cause for rejecting the product or the product will be deemed accepted by Buyer.

2.8 MTUSA offers a 100% refund on all unused and unopened products. MTUSA will not accept any return of any product for credit, replacement or refund without prior written authorization from MTUSA. Product must be returned within 90 days from the date of shipment. MTUSA reserves the right to add up to a 25% restocking fee on any returned products. Partial boxes may not be returned. Shipping and handling not refundable.

LIMITED WARRANTY AND DISCLAIMERS

3.1 LIMITED WARRANTY TO BUYER. MTUSA WARRANTS TO BUYER THAT, FOR THE EARLIER OF ONE YEAR FROM THE DATE OF PURCHASE, OR UNTIL THE PRODUCT IS USED BY BUYER, THE PRODUCTS WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP WHEN STORED AND USED IN ACCORDANCE WITH THE INSTRUCTIONS FOR STORAGE AND USE PROVIDED BY MTUSA AND IN ACCORDANCE WITH APPLICABLE REGULATORY REQUIREMENTS. DESCRIPTIONS OR SPECIFICATIONS APPEARING IN MTUSA'S LITERATURE ARE MEANT TO GENERALLY DESCRIBE THE PRODUCTS AND DO NOT CONSTITUTE ANY EXPRESS WARRANTIES. IN THE EVENT THAT MTUSA GIVES TECHNICAL ADVICE WITH RESPECT TO THE PRODUCT, IT IS AGREED THAT SUCH ADVICE IS GIVEN WITHOUT ANY LIABILITY ON MTUSA'S PART. ANY GUARANTEE OF SPECIFIC PROPERTIES OF THE PRODUCTS SHALL ONLY BE EFFECTIVE IF AND TO THE EXTENT SPECIFICALLY CONFIRMED BY MTUSA IN WRITING. THIS WARRANTY SHALL NOT APPLY FOR PRODUCT FAILURE OR DEFICIENCY DUE TO IMPROPER STORAGE, ALTERATION, OR THE CONSEQUENCES OF USES FOR WHICH THE PRODUCTS WERE NOT DESIGNED.

3.2 DISCLAIMER AND RELEASE. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF MTUSA AS SET FORTH HEREIN ARE EXCLUSIVE. BUYER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND ANY OTHER GOODS OR SERVICES DELIVERED BY BUYER, INCLUDING, BUT NOT LIMITED TO: (1) ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

3.3 LIMITATION OF LIABILITY. MTUSA'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO: (A) THE REPLACEMENT OF THE PRODUCTS OR THE RE-SUPPLY OF EQUIVALENT PRODUCTS; OR (B) THE REPAIR OF THE PRODUCTS OR PAYMENT OF THE COST OF REPAIRING THE PRODUCTS. MTUSA SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY) OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES.

CHOICE OF LAW, JURISDICTION, AND ARBITRATION REQUIREMENT

All claims and disputes relating to or arising from these Terms and Conditions or the sale of MTUSA products to Buyer (whether in contract, tort or otherwise and including statutory and consumer protection claims) will be governed by Michigan law without regard to conflicts of law.