



# ACCOUNT NET30 TERMS AND CONDITIONS

## Live Action Safety Standard Account NET30 Terms And Conditions

### 1. Acceptance

Orders from a customer ("Customer") are subject to acceptance by Live Action Safety LLC. ("LAS") at its executive office only. Acceptance by Customer of any goods from LAS will constitute acceptance of these terms and conditions. No terms and conditions appearing in Customer's order that are in variance with or contrary to LAS's terms and conditions will be binding upon LAS unless specifically agreed to in a writing signed by LAS.

### 2. Amendments, Reschedule, Additional Quantities

These terms and conditions may be amended only by a subsequent writing that specifically refers to these terms and conditions and that is signed by both parties. All of the terms herein will apply to additional quantities of Products ordered by Customer, except to the extent those additional quantities are covered by a new written signed agreement.

### 3. Confidentiality

3.1. Not with standing anything in this Agreement to the contrary, the pricing and terms of this Agreement will be proprietary and confidential to LAS, and Customer and each Customer will not disclose such pricing and terms without the prior written consent from LAS. LAS will have the right to share any Confidential Information (as defined in Section 3.2 below) with its affiliate companies.

3.2. Return of Confidential Information. The Recipient will return to the Discloser, and destroy or erase all of the Discloser's Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so. The Recipient may retain one (1) copy of Confidential Information for its legal archives, provided that such Confidential Information will remain subject to the provisions of this Agreement unless and until the Confidential Information is returned to the Discloser. For purposes of this Agreement, (i) the "Recipient" means the party receiving the Confidential information from the Discloser; (ii) the "Discloser" means the party disclosing the Confidential information to the Recipient; and (iii) "Confidential Information" means non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure, including the information set forth in Section 3.1 above. Notwithstanding the foregoing, Customer acknowledges that LAS will provide information and reports to GPOs, Suppliers, and other third parties relating to Buyer's purchases from LAS. Customer hereby waives any rights of confidentiality with respect to such information to the extent necessary to allow Seller to provide such information to GPOs, Suppliers, and other third parties.

### 4. Payment

Below are the following accepted payment methods and terms.

4.1. Invoiced credit line. Applicant agrees to invoices being dated as of the date of the shipment, and unless otherwise agreed in writing, are payable on an open account net thirty (30) days basis from the date of invoice. Applicant agrees to pay interest on past due accounts at the rate of four (4.0%) per month or the highest rate permitted by law together with attorneys' fees and all other costs and expenses incurred by Live Action Safety in collection such accounts. Interest of (4.0%) will be charged to the original order total plus any interest already assessed. All payments will be made in United States dollars and may be made by check, wire transfer, Visa, MasterCard, Discover or American Express. If past due amounts are paid with credit card customer will also be responsible for paying credit card fees. A Twenty-Five Dollar (\$25.00) fee will be assessed for each returned check. LAS may suspend shipment of Products to Customers who are not credit worthy or whose accounts are past due, at no liability to LAS. Customer is responsible for all federal, state or local sales, use or excise tax imposed with respect to the Products.

4.2. Credit card purchases will be processed before items ship. Sorry but this insures the card is current, the bill to address is correct, and there are no issues with payment method. It also allows us a head start on resolving any payment method issues that might arise. Accepted credit cards are Visa, Mastercard, American Express, and Discover.

4.3. Paypal payments are accepted. Orders will not ship until Paypal payment has finalized and cleared.

4.4. Wire Transfer payments are accepted. Orders will not ship until wire transfer payment has finalized and cleared. \$30.00 fee will be assessed to order for wire transfers.

4.5. Amazon payments are accepted.

4.6. Apple Pay payments are accepted.

### 5. Delivery and Associated Charges

LAS will use its reasonable efforts to deliver Products on or before the estimated delivery date, but will not be liable in damages or otherwise for failure to do so, regardless of the cause. All backordered items will be shipped immediately upon receipt from a Supplier. LAS reserves the right to cancel any item from Customer's order if the item is not received within thirty (30) days from the date of the backorder. LAS has the sole right to select the form of transportation. Shipment of Products per routine order to Customer and subsequent backorders related to the original shipment will be shipped FOB Destination, except for drop shipments, which will be shipped in accordance with the supplier's shipping policies. The cost of shipment, if any, will be paid by LAS and added to Customer's invoice. Any freight charges for special handling or for shipments involving export sales are the responsibility of Customer and will be added to Customer's invoice. Shipping charges are subject to change without notice. Customer will pay all shipping charges on special order drop shipments. Large equipment is shipped to Customer's dock. Additional charges will be applied for lift gate service, inside delivery, or set up. Free shipping is shipped USPS cheapest rate. Periodically shipments meet all specifications to ship USPS Priority which include a small shipment insurance. Customers take full responsibility for selecting/using USPS shipping methods. If goods are lost or damaged LAS will not be responsible. If shipment option selected has insurance, LAS will work to recover the insurances maximum refund amount available then pass to customer if applicable. UPS available upon request some additional charges may apply. Shipments that do not qualifying for insurance, customers are fully responsible for risk associated. Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are limited to mainland USA and subject to any delays resulting from shipping delays or for uncontrollable forces which we will not be responsible.

5.1. Drop Shipments. Drop shipped items will be shipped directly from the Supplier. Since delivery times may vary, please ask LAS's representative for details when placing an order.

5.2. Refrigerated Shipments. Any item requiring refrigeration may be shipped separately from the rest of an order. Items are shipped on ice Monday through Wednesday only, and will arrive in two (2) business days. Add Six Dollars and Ninety-Five Cents (\$6.95) per order to cover additional handling. Refrigerated items cannot be returned.

5.3. Hazardous Materials. The Department of Transportation has determined that shipment of hazardous materials requires special handling. Hazardous material charges will be the responsibility of Customer and will be added to Customer's invoice. Please see important information in the Returns Section.

5.4. Licensure/DEA License Required. In order to ship prescription drugs and devices and other controlled substances to a Customer, a copy of Customer's current medical and DEA License must be on file with LAS.

## 6. Force Majeure

Except for the obligation to pay money, a party will not be liable to the other party for any failure or delay in performance caused by fires, shortage of materials or transportation, government acts, acts of terrorism, or any other matters beyond the first party's reasonable control, and such failure or delay will not constitute a material breach of this Agreement.

## 7. Governing Law; Consent to Jurisdiction

These terms and conditions are governed by the laws of the State of Oregon, U.S.A. (without regard to its conflicts of laws). The United Nations Convention on Contracts for the International Sale of Goods will not apply to these terms and conditions and the sale of the Products hereunder. Customer hereby consents to the jurisdiction of the federal and state courts located in the State of Oregon in connection with any dispute that may arise hereunder, and Customer hereby waives any objections it may have to the jurisdiction or venue of the Oregon courts.

## 8. Government Contracts

Unless specifically notified and agreed to in writing by LAS, LAS will not be bound by the terms of any government contracts to which Customer may be a party.

## 9. Limitation of Actions

No action, regardless of form, arising out of these terms and conditions may be commenced more than one (1) year after the cause of action has occurred, except an action for nonpayment.

## 10. Limitation of Liability

IN NO EVENT WILL LAS BE LIABLE TO CUSTOMER UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHETHER OR NOT LAS IS ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING LOST PROFITS) FROM ANY CAUSE. LAS'S LIABILITY ON ANY CLAIM FOR LOSS, COST, DAMAGE, EXPENSE OR OTHER LIABILITY ARISING OUT OF OR CONNECTED WITH THESE TERMS AND CONDITIONS, OR ANY OBLIGATION RESULTING THEREFROM, OR THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, SERVICE, OR USE OF ANY PRODUCT (INCLUDING, BUT NOT LIMITED TO, LOSS LIABILITY ARISING FROM BREACH OF CONTRACT) WILL IN NO CASE EXCEED THE PRICE OF SUCH PRODUCTS INVOLVED IN SUCH CLAIM.

## 11. Medicare Records

To the extent 42 U.S.C. Section 1395x(v)(1)(I) and 42 C.F.R. Subpart C of Part 405, 42 C.F.R. Subpart D of Part 420, or 42 C.F.R. Subpart B of Part 455 apply to this Agreement, LAS will maintain records of all purchases made by Customer for a period of four (4) years and will make same available for inspection by the Secretary of Health and Human Services or the Controller General of the United States, or their duly authorized representatives, upon request.

## 12. Patent Infringement

In the event any Product hereby sold is used by Customer in a manner causing unauthorized patent infringement, Customer will hold harmless and indemnify LAS as to any and all damages and costs for which LAS may become liable because charged with contributing to or inducing such infringement.

## 13. Product Changes

Factors beyond LAS's control and the need for continuing improvements of Products require the making of changes in Products from time to time. LAS reserves the right to make reasonable changes in LAS Brand Products of any kind without notice, and to deliver revised versions of such LAS Brand Products against any order, unless this right is specifically waived by it in writing. LAS will have no responsibility whatsoever with respect to the changes made by the Supplier of Products sold by, but not manufactured by, LAS and Customer acknowledges that such Products are subject to change at any time and from time to time. Due to Supplier's price increases or decreases or other events outside of LAS's reasonable control, pricing is subject to change without prior notification.

## 14. Reporting of Discounts, Rebates or Other Price Reduction Programs

CUSTOMER WILL BE RESPONSIBLE FOR REPORTING ALL PRICES, DISCOUNTS, AND REBATES TO REIMBURSING AGENCIES TO THE EXTENT REQUIRED BY LAW OR REGULATION, INCLUDING MEDICARE AND MEDICAID, AND OTHER ENTITIES, MAINTAINING RECORDS THEREOF, AND PROVIDING INFORMATION TO REIMBURSING AGENCIES, IN ACCORDANCE WITH ALL APPLICABLE LAWS. ANY PRICE REDUCTIONS OR DISCOUNT PROGRAMS DESCRIBED IN THE INVOICE ARE INTENDED TO BE A DISCOUNT WITHIN THE MEANING OF APPLICABLE FEDERAL AND STATE ANTI-KICKBACK LAWS, INCLUDING, 42 U.S.C. 1320A-7B(B) AND THE DISCOUNT SAFE HARBOR PROMULGATED THEREUNDER AND CURRENTLY FOUND AT 42 C.F.R. 1001.952(H). CUSTOMER UNDERSTANDS THAT THE INVOICE MAY NOT REFLECT THE NET COST OF A PRODUCT DUE TO A REBATE OR OTHER DISCOUNT PROGRAM.

CUSTOMER REPRESENTS AND WARRANTS THAT IT WILL SATISFY ANY AND ALL REQUIREMENTS IMPOSED ON BUYERS, INCLUDING WHEN REQUIRED BY LAW, THE REQUIREMENT TO ACCURATELY REPORT, OR MAKE AVAILABLE UPON REQUEST BY A FEDERAL OR STATE HEALTH CARE PROGRAM, THE NET COST ACTUALLY PAID BY SUCH CUSTOMER FOR THE PRODUCTS AND SERVICES COVERED BY THE INVOICE. FOR PURPOSES OF COST REPORTING REQUIREMENTS UNDER A FEDERAL OR STATE PROGRAM WHICH PROVIDES COST BASED REIMBURSEMENT, CUSTOMER UNDERSTANDS THAT ANY SUCH DISCOUNTS, INCLUDING REBATES, SHOULD BE PROPERLY ALLOCATED ON A UNIT BASIS SO AS TO REPORT A NET SALE PRICE THAT ACCURATELY REFLECTS THE TOTAL AMOUNT OF THE DISCOUNT RECEIVED.

CUSTOMER MAY REQUEST INFORMATION FROM LAS IN ORDER TO MEET CUSTOMER'S REPORTING OR DISCLOSURE OBLIGATIONS BY CONTACTING LAS IN WRITING AT THE FOLLOWING ADDRESS: 4736 ROYAL AVE. #223, EUGENE OR. 97402

## 15. Resale of Products

Customer hereby certifies that it is purchasing Products from LAS for its own use and will not resell or redistribute Products. A breach of this Section 15 will be deemed a material breach.

## 16. Shipping & Return Policy

**LAS current Return Good Policy is as follows: [Click here for instructions on processing a return](#)**

- Please note no returns will be accepted or refunded without a RMA/RGA (Return Goods Authorization) number. You may return most new, unopened items within **(30 days)** of delivery. However all discrepancies must be reported within **(10 days)** of receiving to be considered a valid returnable order/item. We'll also pay the return shipping costs if the return is a result of our error (you received an incorrect or defective item, etc.). Items that are not returnable would include the following items: special order items, items that have been marked or engraved, broken packaging, items not sent back in original packaging, customized items, any sterile product that has been opened, items purchased for resale, items determined not to be in resalable condition. Any products returned are subject to a 20% restocking fee. Return authorization numbers are valid for **(15 days)** after the date they are issued. If order returned has free shipping customer will be responsible for the charges and will not be refunded. Unauthorized returns that are accepted for refund are subject to higher restocking fee and any other expense to get item to right shipping facility.

- Damaged Goods. All deliveries should be inspected for shipping damage before accepting delivery. If damage has occurred, Customer should note the extent of the damage on the freight bill and contact LAS immediately. Claims for loss or damage in transit must be entered and prosecuted by Customer. LAS's responsibility for loss or damage of Product to be returned to LAS ceases when the Products are accepted by the carrier. In no event will LAS be held liable for any damages or expenses caused by delay in delivery.

- Inspection>Returns; Shortages. Customer will have **(10 days)** from the date of delivery to inspect the Products and to reject any or all Products which are defective or nonconforming. Products rejected may be promptly returned to LAS. In no event will LAS consider claims for damage or errors in shipment unless notice of such claims are transmitted to LAS within **(10 days)** after receipt of the allegedly damaged goods together with documentation substantiating the claim and unless made with the freight carrier in accordance with such carrier's policies and procedures. All return freight charges for Products that are deemed to be not defective or nonconforming are the responsibility of Customer.

- All pharmaceutical Product returns must be requested by Customer and approved by LAS's Customer Service Department within seven (7) days of date of invoice and such pharmaceutical Product must be returned to LAS within fifteen (15) days of such request and accompanied by a signed Prescription Drug Return Form.

- All over-the-counter and prescription medications that do not meet date requirements must be reported within five (5) days of receipt and will then be verified through warehouse for stocked merchandise dating.

- Controlled Substances
- Diagnostic Test Kits
- Discontinued Products
- Drop Shipped or Special Order Products shipped from Supplier

- Expired Products
- Hazardous/ORM Materials call for details
- Items Shipped on Ice or Dry Ice
- Opened or Defaced Products
- Used Instruments
- Oxygen Tanks

• Exclusive Remedy. As Customer's exclusive remedy for any defect or nonconformity in the Product (referred to hereinafter as "**Affected Products**"), LAS will, in its sole discretion, either: (i) replace the Affected Product containing such defect or nonconformity; (ii) refund the price paid by Customer for the Affected Products; or (iii) credit Customer's accounts for the amount paid by Customer for the Affected Product. In furtherance of such undertaking, if Customer reasonably believes that any Product contains a defect or nonconformity for which LAS is responsible, Customer will inform LAS of the nature of such defect or nonconformity in reasonable detail and will request authorization from LAS to return the Affected Products to LAS or LAS's source for repair or replacement. All Products so returned will be shipped as so authorized, postage prepaid to LAS's facility or such other source specified by LAS.

#### Shipping

Orders are usually shipped within 48 hours of receipt. Special items may take longer. Overnight & Special shipping orders will be processed and shipped as soon as possible. If we are temporarily out of stock, items will be back-ordered and shipped upon receipt. Most our shipping facilities are east coast which have cut off for priority shipping at 1PM PST. Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are limited to mainland USA and subject to any delays resulting from shipping delays or for uncontrollable forces which we will not be responsible.

We can ship to virtually any address in the world. Note that there are restrictions on some products, and some products cannot be shipped to international destinations. Please also note that the shipping rates for many items we sell are weight-based. The weight of any such item can be found on its detail page. To reflect the policies of the shipping companies we use, all weights will be rounded up to the next full pound.

**Shipments Lost, Damaged, or Stolen in transit:** If you wish to purchase shipping insurance call 844-342-5548. Shipments Lost, Damaged, or Stolen in transit customers take full responsibility for shipping methods. If goods are lost, stolen or damaged in transit LAS will not be responsible. If shipment option selected has insurance, LAS will work to recover the insurances maximum refund amount available then pass to customer if applicable. Since our system is unable to offer insurance at checkout its the responsibility of the customer to call LAS and purchase insurance for order shipment.

#### Free Shipping

- Free shipping applies to orders over \$175 with coupon code (*EXCLUDES Oversized & Over weight items*)
- Free shipping applies only to orders being shipped to the 48 states of the continental United States
- Free shipping is shipped USPS cheapest rate. Periodically shipments meet all specifications to ship USPS Priority which include a small shipment insurance. UPS available upon request some additional charges may apply. Shipments that do not qualifying for insurance, customers are fully responsible for risk associated.
- Unfortunately our system is unable to determine if a product is excluded and will allow the coupon to be used on excluded items. This will not be honored and a customer service rep. will contact you to collect additional charges to process order or cancel if customer request.

#### Exceptions to the Free Shipping policy include:

- All orders with special shipping requests (i.e. Next Day Air, etc.)
- Orders for resale
- Large or overweight products
- Orders that need to be shipped via freight or that need to be refrigerated
- Alaska & Hawaii excluded. (Only for 48 states of the continental United States)

#### 17. Time for Bringing Action

Any action of any kind arising out of or in any way connected with this Agreement, other than collection of outstanding payment obligations, must be commenced within one (1) year upon which the cause of action accrued.

#### 18. Warranty

EXCEPT FOR LAS BRAND PRODUCTS, LAS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. CUSTOMER WILL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICES (IF OTHER THAN LAS) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF LAS HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS AGREEMENT.

CUSTOMER WILL NOT HOLD LAS LIABLE FOR ANY DEFECT IN PRODUCTS OR SERVICES, REGARDLESS OF KIND. CUSTOMER AND CUSTOMER AGREES TO FILE SOLELY WITH MANUFACTURER OF THE PRODUCTS OR PROVIDER OF SERVICES (IF OTHER THAN LAS) ANY CLAIM OR LAWSUIT ALLEGING LOSS, INJURY, DAMAGE, OR DEATH ARISING OUT OF OR CAUSED BY THE USE, SALE, DISTRIBUTION, OR POSSESSION OF PRODUCTS OR SERVICES.

WITH RESPECT TO LAS BRAND PRODUCTS, LAS WARRANTS, SOLELY FOR THE BENEFIT OF CUSTOMER FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF PURCHASE BY CUSTOMER, THAT SUCH LAS-LABELED PRODUCTS, WILL BE FREE IN MATERIAL RESPECTS FROM DEFECTS IN MATERIALS AND WORKMANSHIP ("**LAS BRAND WARRANTY**"). LAS'S OBLIGATION UNDER THIS LAS BRAND WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF, OR REFUND FOR THE AFFECTED PRODUCT AT LAS'S OPTION. LAS WILL HAVE THE SOLE RIGHT TO SPECIFY THE MANNER IN WHICH, AND THE PERSON BY WHOM, REPAIR OF A LAS BRAND PRODUCT IS TO BE CARRIED OUT. THIS LAS BRAND WARRANTY IS SUBJECT TO THE FOLLOWING PROVISIONS:

A. THE DEFECTIVE LAS BRAND PRODUCT MUST BE RETURNED FREIGHT PREPAID TO LAS IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND WILL, IN THE EVENT OF REPLACEMENT, BECOME THE PROPERTY OF LAS.

B. THIS LAS BRAND WARRANTY DOES NOT INCLUDE THE COSTS OF REMOVAL OF THE DEFECTIVE LAS BRAND PRODUCT.

C. THIS LAS BRAND WARRANTY IS EXPRESSLY CONTINGENT (AND WILL OTHERWISE BE VOID) UPON USE OF THE LAS BRAND PRODUCTS STRICTLY IN ACCORDANCE WITH ANY DIRECTIONS AND INFORMATION ACCOMPANYING SUCH LAS BRAND PRODUCTS AND WITHOUT MISUSE, DAMAGE, ALTERATION, OR MODIFICATION THERETO, OR IF CUSTOMER RESELLS THE LAS BRAND PRODUCT.

D. THE LAS BRAND WARRANTY IS GIVEN BY LAS SOLELY WITH RESPECT TO LAS BRAND PRODUCTS.

#### 19. Special Offers

No more than one special offer, coupon or discount can be used in any one order. Special offers, coupons or discounts can only be applied at time of order and may not be applied to any previous order. Buyer is hereby advised that he/she may be obligated to fully and accurately disclose the amount of any discounts, rebates or other price reductions in cost reports or claims for reimbursement by buyer to Medicare or other health care programs requiring such disclosures. Prices and products are subject to change without notice.

**Terms and conditions are subject to change without prior notice. LAS is not responsible for typographical errors.  
If you have any questions please call us. (844) DIAL-LIVE (844) 342-5548**

1. Claims arising from invoices must be made within seven working days.
2. By submitting this application, you authorize Live Action Safety to make inquiries into the banking and business/trade references that you have supplied.
3. By submitting this application you agree to these terms & conditions.

BUSINESS INFORMATION			
Date business commenced			
Company name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Other	
Phone   Fax			
E-mail			
Registered company address City, State ZIP Code			

SIGNATURES	
Name & Title:	
Signature:	
Date:	
<b>I specifically understand and agree to the terms in Section 4.1</b>	Signature:

**ORDER NUMBER \_\_\_\_\_**