

Part 1

O2 Buy-Back Agreement

Name: _____

First Name: _____ M.I. _____ Last Name: _____

Billing Address: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Billing Address Same as Shipping? Yes No

Responsible Party (if applicable):

First Name: _____ M.I. _____ Last Name: _____

Shipping Address (if applicable):

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Portable O2 Details:

It is recommended to select a delivery date **two days** before your planned vacation dates.

Start Date (xx/xx/xxxx): _____ End Date (xx/xx/xxxx): _____ # of Days _____

Concentrator Name	Serial Number	
\$ 40.00 X		= \$
\$ per day	# of Days	Base Concentrator Cost
\$ 5.00 X	X	= \$
Add'l Battery Charge per day	Battery Qty # of Days	Add'l Battery Cost
Ship to Costs <input type="radio"/> Saturday* \$165 <input type="radio"/> Next Day \$155 <input type="radio"/> Second Day \$110 <input type="radio"/> Ground \$45 * If Available		Ship To Cost: \$ 45.00 Return Shipping: \$ Optional O2 Starter Kit \$
		O2 Cost \$

Do you have oxygen accessories? Add optional O2 Starter Kit \$15.00
 Yes No

Payment Details: VISA MASTERCARD DISCOVER AMERICAN EXPRESS

Credit Card Number _____

CVV Number _____ / _____ Expiration Date

Fax your valid prescription and/ or physician's statement to: **888-383-7335**

What if I Need to Cancel?
If canceled one (1) week prior to our ship date, money is returned in full less a \$50 processing fee. If canceled less than one (1) day prior to shipment, money will be returned minus \$100 processing fee. Once concentrator is shipped, full charges apply.

Prescription:
We will require a valid prescription or physician's statement before we can ship. If you are flying, most airlines will require this physician's statement anyway, just send us a copy.

Shipping:
Customer will be billed for shipping. A pre-paid shipping label will be sent with the unit.

Governing Law:
This agreement and its interpretation is governed by the laws of the state of Utah.

Limitation of Liability:
In no event will VITALITY MEDICAL be liable to the Customer for any incident or injury, indirect or consequential damages however caused. The Customer agrees to protect, indemnify and hold harmless VITALITY MEDICAL from and against all claims, damages and costs including legal expenses arising from the Customer's use of this Equipment.

Customer Initials

Part 2

Buy-Back:

If customer decides to not keep the concentrator, Validity Medical will Buy-Back the concentrator less the cost of days used, as per return tracking. Validity Medical will subtract this cost from the specified value of that concentrator, and additional batteries if added to the agreement, and refund the remainder.

Example: Customer buys a concentrator for hypothetical value of \$2500. The concentrator arrives on Nov 30. On Dec 6th customer sends the concentrator back to Validity Medical. Customer will only be charged for the 5 days and refunded the rest.

5 days x \$40 per day = \$200
\$2500 - \$200 = \$2,300 Buy Back Refund

Loss or Damage: In the event that the concentrator or any of its parts or accessories are damaged or the concentrator has been exposed to tobacco smoke, Validity Medical may not be able to offer the buy-back program. However, Validity Medical may be able to work with the customer to deduct the cost of repair and/or cost of filters if the concentrator is repairable.

Signature (of patient or responsible party)

Date

Buy-Back Details:

Unit Name: Eclipse 5 w/ 2 batteries	Value: \$ <u>2,180.00</u>
Additional Batteries: _____ x \$ <u>300.00</u>	Value: \$ _____
Less Base Rental (Excluding Shipping):	-\$ _____
Buy-Back Refund:	\$ _____

For Validity Medical Internal Use Only: