

# Terms and Conditions

## **PRICING**

– AMG’s pricing in our Catalogs, Printed Material and Website are in US Currency unless otherwise stated on the material or quote. Prices are subject to change without notice. Prices on a valid quotation are honored as described on such until valid by date on such document. Quantity discounts may apply.

## **DISCOUNTS & PROMOTIONS**

– AMG runs monthly or bi-monthly promotions and special offers on many of its products and services. Promotional pricing is for set period of offer, price adjustments to previous purchases is not allowed.

– If an offer is a ‘web’ promo,(such promo code will begin with a ‘W’) it is only available at the discounted rate if purchased via the website and its payment channels.

– If an item is a regular ‘in-stock sale’ or ‘promotion’ or other ‘promo’, order may be placed via fax, phone, email or mail, but order must be received at AMG no later than closing on expiry date of said promotion offer.

– Quantity discounts may be available, check with your representative.

## **PRODUCTS & SERVICES**

– AMG makes every attempt to fulfill every order expediently and as described. However, AMG does reserve the right to substitute like product, change suppliers, and is committed to do so without compromising quality. Product may be discontinued at any time.

## **MINIMUM ORDER**

– AMG requires a \$25 net minimum order, plus shipping, handling, insurance and sales tax where applicable.

## **SALES TAX**

– 8.25% sales tax applies and will be charged to all orders taken and shipping within Indiana, unless a valid state issued exemption certificate or current W-9 is provided for your file. If your Texas Sales Tax

exemption status changes, you agree to inform AMG Corp immediately. Orders taken via phone or fax and shipped to customer locations outside of Indiana, are billed as sales tax exempt through the 'out-of-state' exemption and you, your Entity, or receiving Facility, agree to report the purchase to your local governing body and remit any applicable sales tax due in a timely manner. You will retain record of such and provide AMG of details of this remittance should AMG request or need this info for its records. You further agree to provide AMG with your state exemption information, if applicable, upon request.

#### **METHODS OF PAYMENT**

– Open Account terms if established may be paid via commercial check, ACH or Wire transfer. Prepayment term orders require payment via Cashier's Check, ACH, Wire, or any major Credit Card.

#### **CREDIT CARD PAYMENTS**

- all major credit cards are accepted: Visa, Mastercard, Discover and American Express.
- Please note that normal Credit card terms apply to charges authorized before shipment of product only, and/or same day as shipment of product and order processing, or at time of ordering in online orders placed through this website.
- If order is placed via this website, or other means, and other charges apply upon order processing, for option selections, upgrades, custom, or shipping charges, you agree to provide valid cc information to order processing personnel for remainder of purchase as agreed.
- If Credit card is choice of payment on an otherwise Open Account item after 15 days of invoice date, a 3% fee will be charged to the account as an account handling and maintenance fee, you, the customer understands this is not a fee for use of the credit card processing privilege, but of an account handling fee for changing the status of payment from open account to CC after the invoice of open account has been processed and 15 days open account privilege has been extended.
- Credit card payment information will be collected for each and every order, credit card information is not stored in our database for future use, so signed/faxed authorization or email authorization is required for each order. We are sorry for this inconvenience but it is for your protection.
- Credit card authorization may involve verification of card holder authentication. If the credit card holder or address does not match with ordering information for said job, additional information may be

required, such as drivers license of card holder and a signed release, in such cases shipment may be held until funds have cleared.

#### **OPEN ACCOUNT TERMS**

- AMG’s terms are Net 30 days on established accounts.
- Custom items and Capital equipment items and all orders over 50% of your open account credit limit, may require a down payment of a minimum of 30% of net order, 30% may be due on delivery and balance on open account terms. AMG extends to its Customers, Hospitals, Surgery Centers, established Medical Clinics and Facilities the opportunity to enjoy the ease and benefits of Open Account Terms.
- A completed credit application, and signed guarantee, are required to establish an open account. To establish an Open Account with AMG Corporation the customer agrees to all terms and conditions and policies of AMG Corporation, all inclusive, and will uphold the terms to the fullest extent.
- Open Account status is granted at the sole discretion of the Accounts Department, and AMG retains the right to close or put on hold any account that is not upholding the terms agreed to, or is in delinquent status, or for any other reason that AMG management may deem as necessary.

#### **PAST DUE ACCOUNTS**

- Upon acceptance of ‘open account’ status, customers agree to uphold the terms and to insure that payment on account is received before the due date, and agrees to reimburse AMG if the account is not paid in 30 days of invoice, for any and all charges incurred on the account for finance charges, account maintenance fees and collection costs (including all reasonable attorney fees).
- 2% per month finance charges will apply to all accounts past due. By acceptance of account terms or product/services receipt and invoice, Customer accepts full responsibility for all charges or any other fees that may accrue in the process of necessary account maintenance and collection proceedings that may arise due to the negligence of the customer to uphold the open account terms.

## **INSUFFICIENT FUNDS**

- Customers agree that in placing an order with AMG either through online processing, or through a representative or on open account, regardless of method of payment, that they will provide valid, authentic form of payment.
- If a credit card provided is not authorized, customer agrees to immediately provide separate form of payment via Wire, ACH or overnight delivery of a commercial check.
- If Check or cashiers check is issued to satisfy a debt, without open account terms on file, the customer agrees that AMG may at its sole discretion withhold shipment of goods until such tender has cleared the financial institution issued by.
- If a check is issued that is not honored by the issuing financial institution as noted on the instrument, whether on open account or not, or a credit card transaction is refused by the credit card company after processing and is returned, the customer agrees to pay a \$50 NSF fee and agrees to immediately provide a different form of payment to AMG, payment made good on a NSF transaction must be made within 5 days.
- AMG retains the right to prosecute to the fullest extent of law any and all NSF transactions if it feels that these have been done knowingly or with intend to defraud, and treble damages will be sought, furthermore you agree to reimburse AMG Corporation for all attorney fees for prosecution of such.

## **SECURITY INTEREST**

- You, your Entity, as 'Customer' grants AMG Corporation a security interest for any and all product received from AMG, and for any and all product that AMG performed service on, until the debt for product or equipment serviced as invoiced, is satisfied in full.
- If product or services are ordered or contracted by a third party, it is the third party's responsibility and by way of placing such order the third party, fully accepts responsibility for the terms and conditions of such, which includes but not limited to that the product covered by such invoice/purchase contract or agreement will remain the property of AMG Corporation until AMG has been paid in full for the product or services performed as invoiced, including all additional charges, installation fees, and shipping/handling costs – regardless whether the Entity or Facility of location of product or the product

that service was performed on - has paid the third party for the equipment, goods or service or not. it is further understood, that the third party customer will accept full legal responsibility, to *inform* its 'customer or the Entity or Facility' of AMG's interest in the product or equipment, and will indemnify and hold AMG Corporation, its employees, directors, agents, or anyone else operating in the best interest of AMG harmless of any claims or damages arising from such reclamation or repossession of such products or equipment.

– AMG will retain the right to reclaim, secure, remove from premises or otherwise take over ownership of any said product or serviced equipment, until invoice for such debt is satisfied to its fullest, without limitation, including without limitation of time passed, property location, or use. If removal of such product requires de-installation, customer or third party contractor that is responsible for the invoiced debt, accepts full responsibility for all costs incurred in the removal (and any damages that such may inflict) and later re-installation should need be, costs of all shipping of product to and return to the facility/customer location and any other costs that may be incurred during the 'repossession' process. All expenses must be paid in full before redelivery or re-installation of product is performed and before product security interest is transferred.

#### **BANKRUPTCY**

– Any changes to your account information, or financial information that may affect the status of your approved open account rating, will be provided to AMG Corporation immediately upon change.

– In the event of a bankruptcy proceeding being entertained or proceedings being negotiated or filed, you will immediately notify AMG Corporation. You will not place an order to take advantage of open account status, if you are knowledgeable in any extent of a change to the financial security that may affect your account status (if you are aware a bankruptcy will be entertained, or legal proceedings have begun or been discussed for it or you will be filing for bankruptcy within 30 days) you will take full responsibility to use a different form of payment for goods, it will be accepted as a breach of contract to knowingly place an open account order if your financial status has been adversely changed or you are aware it will be within 30 days.

## **RETURNS & CREDIT ON ACCOUNT**

- By accessing this Site and doing business with AMG Corporation you understand and agree to the terms of AMG's Return Policy.
- All returns must be received by AMG Corporation within 30 days of receipt, no returns will be allowed without a valid RMA#, regardless of reason for return.
- Refund or Credit will be issued as laid out in Policy, at AMG's discretion.
- Minimum 20% Restocking charges apply to all returns.
- Customer accepts responsibility for freight cost and insurance of return of any item to AMG distribution point.
- Custom orders ***are not eligible for cancellation after 72 hours or if the product has entered production or already has been shipped.***

## **SITE OWNERSHIP**

- This Site, and its contents, all inclusive, are owned and controlled by AMG . AMG continually updates and improves its products and services to better serve our customer's needs, to this end we reserve the right to edit, change, omit, and alter this Site at any time without notice.

## **ACCEPTANCE OF TERMS**

- No other contract, expressed or implied, customer granted purchase contract or third party contract will supersede the Terms and Policies as laid forth in this Agreement, unless under explicit written, signed agreement of clearly stated terms and condition of agreement that is being agreed to as altered from terms herein. Fine print on a customer issued document for purpose of purchase is not sufficient to alter the terms and conditions of the foregoing, whether the overall document is accepted by AMG or a member of AMG or not, signed or unsigned. A term that deviates from AMG Policy must be clearly separated, called out, notated, and such specific term agreed to be altered in writing, and signed by a managing Director or Officer of AMG Corporation for 'terms adjustment' for such deviation from policy to be legal or binding. You agree to and understand that entering into a customer relationship with AMG

Corporation, using this website, and/or enlisting AMG's services or purchase of our products, you expressly and fully agree to the terms and conditions of AMG Corporations Policies, all inclusive, and agree to submit to the Courts of the State of Texas for enforcement of such.