

USA

# Become an Etac customer

Thank you for your interest in Etac's mobility solutions.



To become a customer, please read and sign the Customer agreement and complete the Customer information form. All customer applications are subject to review and approval.

If you would like to apply for credit, please also complete the Credit application. If you apply for credit, you will need to submit the credit application together with an initial order(s) of minimum USD 3 000. All credit applications are subject to review and approval. For non-credit approved customers, credit card terms will apply.

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## Customer agreement

This agreement is between \_\_\_\_\_, hereafter (**Customer**) and Etac North America (representing the legal entities Ki Mobility LLC, Convaid Products LLC and R82 Inc.) hereafter (**Etac**)

The parties agree as follows:

- 1. Orders.** Buyer may order Products and parts by telephone (Etac's invoice to Buyer for the Products without further written confirmation shall be conclusive evidence of such order), online through Ki Online or other written communication. All Purchase Orders are subject to acceptance by Etac in its sole discretion. Any terms or conditions in any Purchase Order, which are inconsistent with, or are in addition to these Terms, shall be null and void. Etac shall use reasonable efforts to timely fill orders accepted by Etac subject to availability, demand, inventory and other factors. On any Purchase Order accepted by Etac, but not yet shipped, Etac shall use its reasonable efforts to accommodate Buyer's request for cancellations or alterations; provided that Etac may impose a reasonable material, labor, storage or cancellation charges.
- 2. Delivery Performance.** Etac will use commercially reasonable efforts to ship all ordered Products within the delivery terms expected and specified in each purchase order accepted by Etac. Delivery lead times quoted are always "best effort" and are never guaranteed.
- 3. Freight.** Deliveries shall be F.O.B. Etac. The list of Products and any corresponding freight charges are per the Etac freight policy (Attachment A) and may be amended without notice. Drop shipments will accrue additional charges. In the case of damage during shipment, Customer is required to file all reasonable claims with the transportation company and with Etac within the designated time. Etac's liability is limited to replacing the actual item damaged or the entire package, at Etac's sole discretion. Customer shall return all damaged items to Etac at Etac's discretion. Prepaid freight does not indicate responsibility for freight claims.
- 4. Delivery and Inspection.** Customer will inspect all Products following receipt and will notify Etac in writing of any nonconformance within 15 business days of receipt. Upon Etac's receipt of a nonconformance notice, Etac will issue a return authorization ("RA") and Customer may then return such nonconforming Product for a full refund within 10 days of the RA date or, at Etac's option, Etac may repair such nonconforming Product within 10 business days of its receipt of the written notice. If Customer does not provide Etac with a written notice of nonconformance within 15 business days, such Product will be deemed accepted by Customer and subject to the applicable warranty.
- 5. Pricing.** Etac offers suggested retail pricing with primary and secondary discounting when applicable. Any variations from Etac's standard discounting offer are listed on (Attachment E.) Prices are subject to change.
- 6. Payment for Products.** Customer shall pay for the Products per the terms of indicated on the invoice. Customer may pay Etac for the Products by check, electronic transfer, or credit card. Payments by credit card will incur a 3% reduction in secondary discount percent except when charged at time of shipment. Customer agrees that the price of Products is contingent on receiving payment within terms. Invoice payments received after the agreed terms from invoice date are subject to the loss of any negotiated special pricing and/or discounts and

may revert to Etac's standard price. Etac has lien rights to the Products that Etac ships to Customer and Etac may reclaim such Products should Customer's invoices not be paid according to the payment terms, which have been mutually agreed upon. Customer will be liable and reimburse Etac for any and all actual collection agency and attorney fees and costs incurred by Etac to enforce the terms and conditions stated herein.

7. **Disputed Invoices.** Customer may dispute any portion of an amount listed on an invoice by providing written notice to Etac within 15 business days of the invoice date. The parties will use good faith efforts to resolve such dispute within 15 business days after Etac's receipt of the notice. Provided the parties are in good faith discussions to resolve the dispute, the disputed amount of the invoice will not be considered due and owing until Customer and Etac have resolved such dispute. No interest or other charges for late payment will accrue on such disputed amount unless payment is not made within 10 days after resolution of the dispute.
8. **Returns.** Etac return policy is included as Attachment B.
9. **Warranty.** Etac warrants that, for the warranty periods defined in the user manual for the specific model purchased, this Product was manufactured to Etac's specifications. Specifications are available upon request. This warranty does not cover or include any modifications made to the Product after initial shipment to Customer. THE FOREGOING WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. ETAC EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH ETAC MAY HAVE SUGGESTED THE PRODUCT OR DEVELOPED THE PRODUCT, IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THE SUITABILITY OF THE PRODUCT FOR THE PURCHASER'S INTENDED USE AND PURPOSE. CUSTOMER ASSUMES ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY. FOR ANY VALID CLAIM PRESENTED UNDER THE WARRANTY, ETAC WILL REPLACE THE PRODUCT, OR AT ITS OPTION, REFUND THE PURCHASE PRICE. THIS REPLACEMENT/REFUND REMEDY IS THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST ETAC. THE CUSTOMER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE CUSTOMER FOR CLAIMS ARISING OUT OF ANY USE OF THE PRODUCT REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT OR OTHER). IN NO EVENT WILL ETAC BE OBLIGATED TO PAY DAMAGES TO CUSTOMER FOR ANY AMOUNT EXCEEDING THE PRICE THAT CUSTOMER PAID FOR THE PRODUCT. Product-specific warranties are detailed in the user manual that accompanies the Products or found on the company's websites. Customer must provide Etac with serial numbers in order to obtain Etac's warranty approval. Customer's and Etac's warranty repair responsibilities are outlined in Attachment C and may be amended from time to time. An invoice will be issued for replacement items and credit issued upon receipt of a defective part. Credit will be issued if a part covered by warranty is found to be defective. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESSED AND IMPLIED WARRANTIES, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. **Indemnification.** Each party agrees to defend, indemnify, and hold the other party and its directors, employees, sub-contractors, agents, successors and assigns harmless from and against any and all liabilities, damages, fines, penalties, costs, claims, demands, judgments, losses, suit, action, cause of action and/or expenses (including, without limitation, reasonable attorney's fees and expenses) (collectively "Losses") resulting from: the failure of the indemnifying party or its directors, employees, subcontractors, agents, or assigns to comply with any law, regulation or order which applies to its obligations and performance

under the agreement; warranty repairs; and/or any negligent or willful act or omission by the indemnifying party or its directors, employees, subcontractors, agents, or assigns in the performance of the agreement. The indemnifying party (“Indemnifying Party”) will have the right to defend the other party and its directors, employees, sub-contractors, agents, successors and assigns (“Indemnified Party”) with counsel of its choice reasonably satisfactory to the Indemnified Party so long as each of the following occur and continue to occur: (a) the Indemnifying Party notifies the Indemnified Party in writing within a reasonable time after notice of any Losses that the Indemnifying Party will indemnify the Indemnified Party from and against the Losses that the Indemnified Party may suffer; (b) the Indemnifying Party provides the Indemnified Party with evidence acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Losses and fulfill its indemnification obligations under this agreement; (c) the Losses involve only monetary damages and does not seek an injunction or equitable relief or involve the possibility of criminal penalties; (d) settlement of or adverse judgment with respect to the Losses is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests of the Indemnified Party, and (e) the Indemnifying Party conducts the defence of the Losses actively and diligently. This section will survive the expiration or termination of the agreement.

11. **Service.** Procedures for obtaining service will be agreed to in good faith between the Parties. Etac’s technical support department is available until at least 2 pm Pacific Time Monday through Friday except for holidays and special circumstances.
12. **Product Recalls.** Etac shall be solely responsible for any Product recall, customer notice, restriction, corrective action or market action or any Product change which is related solely to Etac’s design, manufacture, or labeling. Etac shall bear the costs and expenses of such recall or corrective action and shall negotiate in good faith for the reimbursement of Customer for the reasonable, out-of-pocket costs incurred by Customer as a result of such recall or corrective action, including the replacement cost of any Product affected thereby. The parties shall cooperate with each other in effecting any recall of the Product, including communications with any customers or to the public.
13. **Insurance.** Etac will maintain, at its own expense, minimum insurance coverage in a commercial general liability policy (including Products/completed operations and contractual liability coverage) in the amount of U.S. \$1,000,000 per occurrence and \$10,000,000 in annual aggregate. Etac will extend its Product liability insurance to name Customer as an additional insured.
14. **Sales of Eligible Products:** Etac has the exclusive right to decide what Products the Customer is allowed to purchase. Customer is prohibited from: (a) sales, distribution, and promotion of any Etac products outside of the U.S.;(b) selling on auction websites (such as Ebay.com, ubid.com, etc.), marketplaces (such as Amazon.com, Bonanza.com, Sears.com, etc.) and any domain not owned by Customer; (d) redistribution of price data to a third party.
15. **Customer Obligations.**
  - a. Provide user manuals, instructions and warnings to the purchaser or end-user of the Product at the time of Product installation or delivery.
  - b. Promptly report to Etac any written, electronic, or oral communication that Customer receives alleging injury, death or deficiencies related to the identity, quality, durability, reliability, safety, effectiveness, or performance the Products (“Complaint”).

- c. Cooperate with Etac in Etac's investigation and resolution of Complaints and take reasonable steps to preserve the applicable Product and retain or return applicable Products to Etac in cases of alleged injury, malfunction or property damage.
- d. Not make any unauthorized alterations, modifications, or changes to any Product, its packaging or labelling.
- e. Promote Products and services in accordance with Etac's specifications and not offer any warranties on the Products different than those offered by Etac.
- f. Track the serial numbers of all Product bases to ensure traceability of the purchaser or end-user (as per FDA requirements), and promptly provide Etac with all such tracking information (e.g., Product serial number shipped to each end-user) upon Etac's request where the information is needed to administer a recall program or similar customer care concern as contemplated by the Product Recall section, above.
- g. Be responsible for all steps in sales process, including but not limited to appropriate Product selection for the end-user, qualifying its customers, Product demonstrations, accepting orders, properly fitting end-users for use of Products, Product delivery and installation, if required, and end-user training.
- h. Deliver and set-up, or coordinate set-up with another supplier, all equipment and item(s) in a timely manner as agreed upon by the beneficiary and/or caregiver, supplier, and prescribing physician.
- i. Provide, or arrange for, service, warranty support or repair of the Etac Product provided to the user including the provision of loaner equipment when appropriate. Costs associated with the service, warranty support (other than covered components) or repair is built into the pricing from Etac and the responsibility for any reimbursement is the customers, however, the lack of reimbursement for the above shall not infringe on this responsibility.
- j. Retain complete sales, rental, service and maintenance records for Products distributed, rented, sold or serviced under Attachment C and in the normal course of Customer's business.

16. **Samples.** Samples will be made available to company representatives by Etac sales associates. Samples delivered to Customer become the responsibility of Customer to track, maintain in original configuration and in same condition as delivered so as not to incur costs associated with repairs, replacement parts or demonstrator replacement. If the Customer loses or fails to maintain the demonstrators in reasonable condition the Customer understands and agrees that Etac will invoice the Customer, the cost to correct the condition.

17. **Advertised Pricing.** Customer agrees and Etac requires that all published advertisements identifying an Etac Product, applicable to all published, advertised or publicly posted prices, regardless of the manner communicated and irrespective of the format or medium of communication, whether it be by electronic mail, postcard, flyer, catalog, magazine, trade journal, newspaper insert, website, webpage, facsimile, or mailings, are at or above Etac's published minimum advertised price ("MAP") or listed at "no price". The MAP list is included as Attachment D. Etac will unilaterally establish the MAP and it is subject to change, at Etac's sole discretion, via email communication, with no less than thirty (30) days email notice to the Customer of such updates. It is the responsibility of the Customer to ensure that Etac's Finance departments have the current and accurate contact information. All published prices

must be kept up-to-date and corrected online within thirty (30) days of any price addendums issued by Etac. For print catalogs, Customer must inform its customers of changes in writing and changes must be incurred in the next print run. Etac will not discuss nor negotiate its unilateral MAP with Customers except to provide terms of this policy and examples of compliance. Etac's sales representatives are not permitted to make any agreements or assurances with respect to Etac's MAP pricing and policy. MAP only applies to advertising and promotion and does not dictate the Customer's resale price of the Products to its customers. The Customer has sole discretion at which price it sells the Products. Etac reserves the right to cancel all orders and indefinitely refuse to accept any new orders if Customer has advertised Etac's Products at a net retail sales price less than the MAP price established by Etac, or if Customer has violated the MAP policy in any other way. If the Customer has multiple store locations and violates the MAP policy at any particular store location, Etac will consider this to be a violation by all of the Customer's locations. The MAP policy will be enforced by Etac in its sole discretion.

- 18. Use of Etac's Intellectual Property and Trademarks:** Etac Intellectual Property shall mean all patents; trade secrets; know-how; confidential information including but not limited to formulas and technical information; trademarks, service marks, domain names incorporating Etac's trademarks, trade or business name, trade dress, design rights and any other identifiers of source or origin (collectively called "Etac Trademarks"), copyrighted works incorporated in writings and online electronic communications and platforms including graphics, text, video, and audio ("Etac Copyrights"); and other similar rights or forms of protection of similar nature having equivalent or similar effect to any of these, which may exist anywhere in the world, now or in the future, whether an application is being filed and/or whether it is capable of registration or not.
- a. Customer is required to; (a) represent Etac's Intellectual Property appropriately on all websites and required to submit any marketing materials containing Etac's Intellectual Property ("Etac listings") for review and approval. Customer is required to update and edit future Etac listings in compliance with Etac's requests provided that Etac makes such requests in writing and allows reasonable amount of time for the Customer to comply with the change; (b) to abstain from purchasing and use of any URL addresses that contain Etac Trademarks or Etac Intellectual Property. This means Customer is prohibited from purchasing and using any URL (Uniform Resource Indicator), for use anywhere in the world, which contains a mark confusingly similar thereto, or in dilution thereof, of any Etac Trademark and/or Etac Intellectual Property.
- 19. Relationship of Parties.** It is understood that both Parties hereto are independent contractors and engage in the operation of their own respective businesses. Neither Party hereto is to be considered the agent of the other Party, for any purpose whatsoever nor does neither Party have any authority to enter into any contract or assume any obligation for the other Party or to make any warranty or representation on behalf of the other Party. Each Party shall be fully responsible for its own employees and agents, and the employees and agents of one Party shall not be deemed to be employees, servants, and agents of the other Party for any purpose whatsoever.
- 20. Assignment.** Neither Customer nor Etac may assign any of their respective rights or obligations under this agreement, in whole or part, by operation of law or otherwise, without prior written consent of the other party.
- 21. Termination.** The Customer's rights under this agreement may be terminated if the Customer is in breach of its responsibilities and if breach is not cured within 30 days after the

breaching party's receipt of written notice of such breach. The expiration or termination of this agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment and delivery obligation that has already accrued hereunder; comes into effect due to the expiration or termination of the agreement; or otherwise survives the expiration or termination of this agreement. Neither party, shall be liable to the other party for any damage of any kind (whether direct or indirect) incurred by the other party by reason of the expiration or termination of this agreement. Following the termination of this agreement, Etac shall promptly invoice Customer for any outstanding amounts due and owing under this agreement, and Customer shall pay all such amounts to Etac in accordance with paying for products section, above.

22. **Governing Law.** This agreement shall be construed according to Wisconsin law, without reference to choice of law or conflict of law principles.
23. **Compliance with Laws.** During the Term, Etac shall be responsible for all regulatory compliance interactions with the Food and Drug Administration, including, without limitation, adverse event reporting, Product complaints, and annual reports as may be legally required, as well as all communications with applicable regulatory authorities regarding the Products supplied to Customer agrees that the price paid for Products and services purchased under this agreement may be subject to a discount or rebate, which must be fully and accurately disclosed and reported in accordance with the requirements of the federal health care programs' anti-Kickback law (42 U.S.C. § 1320a-7b(b)) and its implementing regulations (42 C.F.R. § 1001.952), including the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. §§ 1001.952(h) and (g), respectively, and any applicable state law requirements. Etac agrees to refrain from doing anything that would impede Customer's obligations under relevant laws and regulations. Customer agrees to maintain records documenting customer/product specific information (contact information, serial #, repair/complaint history).
24. **Severability.** In the event any one or more of the provisions of this agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this agreement shall be unimpaired.
25. **Amendment.** This agreement shall not be modified or revised except by both parties in writing that specifically refers to this agreement.
26. **Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. The parties agree to accept facsimile or electronic copies of the signature pages hereof and in place of original.
27. **Entire Agreement.** This agreement sets forth the entire understanding of the parties with respect to the subject matter described herein and supersedes any and all other oral or written agreements or any understandings between the parties with respect to the subject matters hereof. Separate terms and conditions, not agreed by both parties, do not supersede this agreement, even when dated after the effective date of this agreement.
28. **Confidentiality.** The parties agree that all proprietary or confidential information communicated by one party to the other during the Term of this agreement will be received in confidence and will not be disclosed by the receiving party, its agents or employees, without the prior written consent of the communicating party. This duty of confidentiality shall survive termination of this agreement.

29. **Notices.** All notices required or permitted under this agreement shall be affected by personal delivery or registered or certified mail, postage prepaid, return receipt requested, or by fax to: 715-254-0996.

This agreement goes into effect on the date the agreement is signed below.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

For Etac

## Attachment A

### Freight Policy – USA

#### Ki Mobility

##### Wheelchairs

- \$40 unless otherwise specified
- \$60 - Focus, CR45

##### Axiom Backs, Axiom Cushions, After Market Seating

- \$14.00 - \* Discount of 15% per additional cushion  
\*\* \$10 Extra Handling for After Market Seating

##### Axiom Custom Seating

- \$19.95

#### Convaid

##### Chairs

- \$40

#### R82

##### Products

- \$40 except
- \$180.00 - Rabbit size 1 - Caribou size 3, 4 - Flamingo size 3, 4

##### The following products will be charged actual freight fees

Caribou Electric size 1, 2, 3 & 4 , Rabbit size 2, 3, 4 - Mustang size 4

#### Applies to all Divisions

##### Parts and accessories

- Order<\$100 is \$15.95
- Order>\$100 is \$29.95
  
- Charges to Alaska, Hawaii, and Puerto Rico are to closest port. Actual charges from port to destination apply
- Residential – ADD \$10
- Express - Actual express shipping charge
- Lift Gate Services – ADD \$100

## Attachment B

### Return policy

To initiate a return and receive a return authorization, please contact our Customer Service:

- **Ki, Axiom, and Star:** sales@kimobility.com
- **Convoid:** convoidsales.us@etac.com
- **R82:** sales.us@etac.com

Etac product may be returned for the reasons set forth below, but it must be in a re-sellable condition, in original packaging, only with prior authorization (RMA) from a customer service representative of Etac and requested within 30 days of invoice. All returns must be received within 30 days of the return authorization being issued. No credit will be issued for any product received after 60 days of original shipment. All approved returns must be shipped at customer's cost and must be properly packaged as instructed by Etac. Etac will provide an invoice credit to customer within 30 days of receiving a returned chair.

- a. **Quality Issue.** Any product shipped incorrectly due to Etac error (item not conforming to the requested specification) will be corrected within 10 business days (if Etac is notified within 15 days of the receipt of such non-conformance. If Etac is not able to correct the non-conformance the product would be returnable for 100% credit.
  - Any product shipped and found not acceptable due to a manufacturing non-conformance issue is returnable for 100% credit if requested within 30 days of invoice date.
- b. **Non-Configured Product Returns.** Non-Configured Products are defined as any product that was not customized to order (e.g., non-painted parts, accessories, non-customized seating). Approved return requests will be accepted within 30 days of delivery with no restocking fee, even if due to customers error, if return is shipped in the original shipping packaging and in resalable condition.
- c. **Configured Product Returns.** Configured Products are defined as any product that is ordered by CUSTOMER and custom-built. Etac will charge a 40% restocking fee on all returns that fall into this category. A returned Configured Product must be unused and, whenever possible, return shipped in the original shipping container, and requested within 30 days of invoice.
- d. **Special Order items, Axiom Custom Seating (excluding Hardware and Soft Goods), Customs and Modified/Colored Axiom Backs and welded frames (except as a full configured product return) are not eligible for return.**

The customer is responsible for the cost of returning the product and assumes all responsibility for damage in shipping the returned goods. Any returned goods that are damaged (not like-new condition) due to misuse, inadequate packaging, installation, or mishandling will not be credited to the customer account. Please pack items carefully and wrap painted items and trays individually to avoid scratching, chipping, etc. Please also note that all Axiom packaged seating products and 3rd party products must be in original sealed packaging. No call tags will be issued.

The shipping fee charged on original order and invoice will not be credited nor refunded. However, if the reason for a return is the result of Etac's error (e.g., we shipped the wrong item or to the wrong location), we will issue a full credit including return freight charges.

Returns should be shipped to the following addresses:

- **Ki, Axiom, and Star:** Ki Mobility LLC, 5201 Woodward Drive, Stevens Point, WI 54481
- **Convoid:** Convoid Products LLC, 2830 California Street, Torrance, CA 90503
- **R82:** R82 Inc, 2101 Nevada Blvd Suite A, Charlotte, NC 28273

Upon receipt at the facility, the returned goods will receive a complete inspection. Any damage or neglect or use outside of that which is described in the User Guide, will void the credit. If a return is rejected, Customer will be given 10 days to provide a return label for the product to be returned to customer at their expense. After 10 days, the products will be discarded.

## Attachment C

### Warranty repairs

#### Maintenance and records

Customer will perform all warranty and non-warranty repairs and maintain skilled resources to perform qualified service and repair of the Products. All warranty claims will be subject to review by Etac, and Etac reserves the right to deny any warranty claim. Etac will issue a warranty credit to the Customer's account within 30 days from the date of the Customer's billing statement unless any warranty claim is denied.

#### Etac parts (Ki, Convoid, R82, Axiom and Star)

Customer shall use only Etac's Original Equipment Manufacturer (OEM) parts purchased from Etac when repairing Products within the warranty period. Etac does not recommend the use of non-OEM service parts or used parts when repairing non-warranty Products as these parts are not tested and to Etac standards. Customer will be fully responsible and held liable for Product repaired with non-OEM parts or used parts as the safe usage of these Products cannot be guaranteed. Following a repair, Customer will assume all warranty responsibilities related to the service and installation of the Etac parts.

Warranty Return Label: Ki Mobility and R82 will provide a Shipping label for items under Warranty consideration.

#### Requirements:

- Only items approved for return are allowed to be returned using the provided label. Other items arriving in the box can be denied credit at Etac's discretion.
- A VALID Return Authorization form must be included in the returned box. RAs are valid for 30 days from creation. Please contact Etac for approval to return an item after expiration of RA form. Items returned outside Validity date may be denied credit or additional fees may be applied at Etac's discretion.
- If the item evaluated is DENIED warranty approval, an invoice for the shipping charge of \$25 for Parts and \$50 for Chair will be applied. Customer will be invoiced.

#### Non-returned parts

If Customer removes any parts from Products that are not required to be returned to Etac, then Customer represents and warrants that it: (a) will scrap and destroy all non-returned parts in compliance with all applicable laws and regulations; (b) will not use non-returned parts in any form, including without limitation, in-warranty repairs or out of warranty repairs; and (c) will not re-introduce non-returned parts into commerce through any channel and medium. Customer will develop written policies, procedures, and records, to the reasonable satisfaction of Etac, for handling, tracking, and accounting for all non-returned parts from the time such parts are removed from Products to the certified destruction of such parts. Customer will not use a third party to scrap and destroy non-returned parts without Etac's prior written consent, which will not be unreasonably withheld. If such consent is granted, Customer will be fully responsible for the acts or omissions of such third party.

## Attachment D

### Minimum advertised price

Customer is not allowed to advertise any products at a price lower than Etac's minimum advertised price ("MAP"), illustrated in the table below. Please note that the MAP pricing is subject to change, at Etac's sole discretion, via email communication, with no less than thirty (30) days email notice to the Customer of such updates. It is the responsibility of the Customer to ensure that Etac's Finance departments have the current and accurate contact information. For more information, please see Minimum Advertised Price section, below.

- Ki 30% off manufacturer's current suggested retail pricing
- Axiom 30% off manufacturer's current suggested retail pricing
- Convaid 10% off manufacturer's current suggested retail pricing
- R82 10% off manufacturer's current suggested retail pricing
- Star 30% off manufacturer's current suggested retail pricing

Refer to order forms at [www.etac.us.com](http://www.etac.us.com) and [www.kimobility.com](http://www.kimobility.com) to obtain manufacturer's current suggested retail pricing.

# Customer information form



All sections must be completed to prevent delays in processing. Please type clearly or fill in the form digitally.

Applicant information			
Legal name of business		Doing business as (if different than Legal Name of Business)	
Dun and bradstreet number		SIC code	
Federal ID number		Type of entity (Corporation, Partnership, Sole Proprietorship)	
Type of business (please select all that apply)			
<input type="checkbox"/> DME Dealer		<input type="checkbox"/> CRT Dealer	
<input type="checkbox"/> E-commerce Dealer		<input type="checkbox"/> Referral Source (e.g., Hospital, School)	
Incorporated in	Date of incorporation	Year established	Resale number
Company phone number		Company website address	
Contact information			
Sales contact name		Sales contact email address	
Purchasing contact name		Purchasing contact email address	
Billing information			
Billing address		Billing address (continued)	
Billing city	Billing state	Billing postal code	
Billing location phone number		Billing location fax number	
Accounts payable phone number		Accounts payable contact name	
Accounts payable email address		Accounts payable contact email address	
Email address for invoicing (if different than Accounts Payable Email Address)		Accounts payable contact phone number	
Shipping information - Leave blank if same as Billing Information. Please attach complete list of shipping locations if more space is needed.			
Shipping address		Shipping address (continued)	
Shipping city	Shipping state	Shipping postal code	
Shipping location phone number		Shipping location fax number	

**Please email the Customer agreement and Customer information form to [salesadmin@kimobility.com](mailto:salesadmin@kimobility.com) for processing.**

Note: To apply for credit, please also complete the Credit application.

# Credit application (1/2)



All sections must be completed to prevent delays in processing. Please type clearly or fill in the form digitally.

Please select what product brand(s) you would like to be able to buy (you can select more than one option).			
<input type="checkbox"/> Ki, Axiom and Star (Ki Mobility LLC)	<input type="checkbox"/> R82 (R82 Inc)	<input type="checkbox"/> Convaid (Convaid Products LLC)	
Partners / Principals			
Name	Title	Email address	Mobile phone number
Name	Title	Email address	Mobile phone number
Name	Title	Email address	Mobile phone number
Parent / Co-Owner			
Parent / Co-Owner name			
Parent / Co-Owner address		Parent / Co-Owner address (continued)	
Parent / Co-Owner city		Parent / Co-Owner state	Parent / Co-Owner postal code
Parent / Co-Owner phone number		Parent / Co-Owner fax number	
Primary bank reference			
Bank name		Bank account number	Type of bank account
Bank address		Bank address (continued)	
Bank city		Bank state	Bank postal code
Bank phone number	Bank fax number		Bank officer
Trade references			
Reference 1 Name		Reference 1 Address	
Reference 1 City		Reference 1 State	Reference 1 Postal code
Reference 1 Phone number		Reference 1 Fax Number	
Reference 2 Name		Reference 2 Address	
Reference 2 City		Reference 2 State	Reference 2 Postal code
Reference 2 Phone number		Reference 2 Fax number	
Reference 3 Name		Reference 3 Address	
Reference 3 City		Reference 3 State	Reference 3 Postal code
Reference 3 Phone number		Reference 3 Fax number	
Are you currently a member of a purchasing group? If so please check the appropriate group box:			
<input type="checkbox"/> VGM (US Rehab)	<input type="checkbox"/> AdaptHealth	Other	

# Credit application (2/2)

**Credit Information.** Applicant authorizes Ki Mobility LLC, Convoid Products LLC and R82 Inc, hereinafter referred to as Etac, to obtain from applicant or third parties such information as Etac may require in connection with Application for Credit. Applicant certifies that the information contained in the Application for Credit and all financial information is true and correct and acknowledges that Etac will rely on such for extending credit.

Print name:	Title:
Date:	Signature:

***If you have applied for credit, please email the Customer agreement, Customer information form and Credit application to [salesadmin@kimobility.com](mailto:salesadmin@kimobility.com) for processing.***

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**Ki Mobility LLC**  
5201 Woodward Drive,  
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