



Return Policy

■ Patient-Owned Equipment

- If you request that the Company provide repair services to your patient-owned equipment, the Company may exchange your patient-owned equipment with like or similar equipment which is in comparable or better condition. In such case, all right, title and interest in your patient-owned equipment will immediately transfer to the Company, free and clear of any liens or encumbrances, and title to the replacement equipment will immediately transfer to you. If the Company is requested, and agrees in its sole discretion, to pick up for disposal your patient-owned equipment or if you bring your patient-owned equipment to your servicing branch for disposal, you agree that all right, title and interest in your patient-owned equipment will immediately transfer to the Company, free and clear of any liens or encumbrances.

■ The Company Is and Shall Remain the Owner of All Rental Equipment

- All Rental Equipment is being provided on a rental basis, with rental payments due periodically. Except as specifically provided to the contrary under applicable rent-to-purchase provisions in a contract between the Company and patient's Third Party Payor or in applicable laws or regulations of government programs such as Medicare or Medicaid, the Rental Equipment shall at all times be the sole and exclusive property of the Company or its affiliate, and the Responsible Party shall have no rights or property interest in the Rental Equipment, other than the right of the patient to use it in a reasonable manner consistent with its intended purpose and in accordance with instructions received from the Company and/or the patient's physician. The Responsible Party agrees not to remove or alter any identification on any Rental Equipment or in any way attempt to transfer any Rental Equipment. Rental Equipment will be returned to the Company in the same condition as it was delivered, reasonable wear and tear expected.

■ Care of Equipment

- The Responsible Party must take reasonable care of the Rental Equipment, may not abuse the Rental Equipment and must promptly notify the Company of any problems with the Rental Equipment while it is in the patient's possession. The Responsible Party must promptly notify the Company and return the Rental Equipment in good condition if the patient stops using it or no longer needs it. The Responsible Party will remain responsible for and continue to be billed for the Rental Equipment until it is returned to the Company in good condition. The Company will perform routine maintenance for all Rental Equipment and make any repairs that are necessary due to ordinary use. Instead of or while making repairs, the Company may provide appropriate substitute equipment.

■ Liability for Damage

- The Responsible Party shall be responsible for (i) any damage to the Rental Equipment beyond ordinary and reasonable wear and tear; (ii) the loss of the Rental Equipment while it is in the Responsible Party's possession, and (iii) payment to the Company for any such damaged or lost Rental Equipment.

■ Sale Equipment

- The Responsible Party hereby grants a security interest to the Company in Sale Equipment for amounts not paid upon receipt, and agrees that the title will remain in the Company until all amounts due the Company are fully paid. Upon request, the Responsible Party will execute and deliver to the Company the documents the Company deems appropriate to effectuate the security interest and designates the Company as its attorney-in-fact for that purpose. The Responsible Party agrees that if, after reasonable notice, the Responsible Party fails to pay any charge when due, the Company may, in addition to all other remedies which may be available, peaceably repossess the Sale Equipment without legal process. The Responsible Party understands that drugs, external products, Sale Equipment and supplies provided to the patient may not be returned.