



**VETERINARY PHARMACEUTICALS
BIOLOGICALS
SUPPLIES & EQUIPMENT
HUMAN PHARMACEUTICALS**

A DIVISION OF VICTOR INSTRUMENTS, INC

50 Bunsen Irvine, CA 92618
(949) 788-0330

P.O. Box 1150 Lake Forest, CA 92609
(949) 585.9147

TERMS AND CONDITIONS

Placing orders- Orders may be called in to Customer Service, faxed, emailed, or placed through the internet. All internet orders are reviewed by Customer Service before shipping to insure accuracy.

Terms- Net 30 days from date of invoice subject to credit approval. A 1-1/2% per month interest charge is applied to past due amounts. Shipment of new orders may be withheld if payment terms have not been met. Credit privileges may be suspended for any account where there is a past due balance.

Shipping policy- Shipments will be made "best way" at the discretion of Victor Medical Company. Special order items and items shipped directly from the manufacturer (drop shipments) may be subject to freight charges. If the customer requests special shipping, handling, or routing, shipping costs will be added to the invoice and are the customer's responsibility.

Pricing and Quotations- All pricing and terms are submitted without obligation and are subject to change without notice. All orders are subject to acceptance at prices in effect at the time of shipment.

Claims for Damages/Shortages in Transit- Claims for damages, shortages, losses, or pilferage in transit are the responsibility of the receiving party and must be reported within 48 hours of receiving the shipment. Contact Victor Medical Company Customer Service and report any discrepancies or damages at **800.432.7430** within 48 hours.

Shipping Errors- Shipping errors will be accepted for full credit provided Victor Medical Company Customer Service is notified within 48 hours of receipt.

Return Goods Policy- Credit will not be issued for returned goods without prior authorization and receipt of return goods authorization (RGA) number from our office. Product must be returned within 30 days of returned goods number assignment. The return goods number must appear on shipping label and all paperwork accompanying the return.

Victor Medical Company will only accept returns for the following:

- Product was shipped to the customer with less than 6 months dating.
- Product involved with shipping errors by Victor Medical Company, if notified within 48 hours.
- Product that has been recalled by the manufacturer that was purchased through Victor Medical Company.
- Outdated product that is not a Federal Legend Human Pharmaceutical that can be returned to the manufacturer by Victor Medical for credit.

Items not eligible for return:

- ALL special order Federal Legend Human Pharmaceuticals.
 - Any opened container whether within expiry or expired.
 - Any product where the container or label has been defaced rendering it un-saleable.
 - Any product Victor Medical cannot return to the manufacturer for full or partial credit.
- Any other item accepted for return by our office will be subject to a 25% restocking fee



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PayTrace-By accessing or using the VICTOR MEDICAL COMPANY, Inc. PayTrace online payment service website, you agree to be bound by all of the terms and conditions of this Agreement. We may modify this Agreement at any time, and you agree that such modifications will be effective immediately upon posting of the modified Agreement. You agree that by using our website after any such modifications, you will be deemed to have reviewed, agreed to and accepted the modified Agreement.

Online PayTrace Service is provided to you to facilitate access to pay your VICTOR MEDICAL COMPANY account(s) online. The Online PayTrace Service sends information about your account directly to your email address and allows you to pay online. This email will include a digital copy of your payment. PayTrace, a third party vendor that specializes in bill processing and presentment, hosts the service.

The VICTOR MEDICAL COMPANY will make every reasonable effort to ensure full performance of the Online PayTrace Service and, on a timely basis work with you to resolve disputes that may arise. We do not assume responsibility for malfunctions in public communications facilities not under our control that may affect the accuracy or timeliness of email messages you receive.

Any information sent by us to you via email is believed to be reliable. However, this information can only be provided on a best-efforts basis for your convenience and is not guaranteed. We will not be liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any decision made using this information.

In addition, please take note of the following guidelines, which will assist you in detecting certain types of Internet and email fraud (i.e. "phishing").

- The VICTOR MEDICAL COMPANY will never send you an e-mail requesting you to validate personal information.
- VICTOR MEDICAL COMPANY will never ask you to update your social security number, date of birth, or driver's license number via e-mail.

The VICTOR MEDICAL COMPANY does not make any warranties concerning the Online PayTrace service including, without limitation, any warranties of merchantability, fitness for a particular purpose or non-infringement of third party proprietary rights unless disclaiming such warranties is prohibited by law. The VICTOR MEDICAL COMPANY makes no warranties other than those expressly set forth in this agreement. The VICTOR MEDICAL COMPANY will not be liable for any damages of any kind arising from the use of this site, including, but not limited to, direct, indirect, incidental, consequential, and punitive damages. You expressly agree that your use of this site is at your sole risk.

Privacy of Information

The VICTOR MEDICAL COMPANY is committed to protecting your privacy. You acknowledge that we and our vendor may receive certain private and confidential information in connection with your use of Online PayTrace. We may utilize your name, mailing address and changes thereto. We will not rent, sell or otherwise make available to any third party for any reason any of your private and confidential information that personally identified you, your Credit Card or payments you make through the Online



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PayTrace, other than to provide Online PayTrace or comply with applicable laws or regulations, including government agency or court orders, unless you otherwise expressly agree.

You agree that you will not intentionally provide false information when accessing or using the our Online PayTrace services. You also agree that you will not falsify, forge, or otherwise tamper with any information in the emails you receive as part of the Online PayTrace service.

The Online PayTrace website has security measures in place to protect against the loss, misuse, or alteration of the information you provide. Our Online Payment server software conforms to industry standards utilizing Secure Sockets Layer (SSL) technology, which is among the best software available for securing commerce transactions.

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