

## Terms

PLEASE READ THESE TERMS AND CONDITIONS OF SALE ("SALE AGREEMENT") VERY CAREFULLY. THE CUSTOMER AGREES TO BE BOUND BY THIS SALE AGREEMENT AND ACCEPTS ITS TERMS AND CONDITIONS (UNLESS THE CUSTOMER HAS SIGNED A SEPARATE FORMAL PURCHASE AGREEMENT WITH Anchor Anesthesia, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN).

### SALES AGREEMENT:

This Sale Agreement is a legal contract between the Customer and Anchor Anesthesia. The Customer accepts this Sale Agreement by making a purchase, placing an order, or otherwise shopping on the Site. (References to "you" or "your" shall relate to the Customer; references to "Anchor Anesthesia" shall relate to Anchor Anesthesia and its affiliates.) The terms and conditions of this Sale Agreement are subject to change without prior notice, except that the terms and conditions posted on the Site at the time the Customer initially places or modifies an order will govern the order in question.

This Sale Agreement constitutes the entire agreement between the Customer and Anchor Anesthesia relating to the purchase or sale of goods or services on the Site. The Sale Agreement may only be modified or terminated with regard to goods or services that have been purchased or sold on the Site in a writing signed by Anchor Anesthesia. Electronic records (including signatures), that are otherwise valid, shall be accepted under the Sale Agreement. The Customer consents to receiving electronic records, which may be provided via a web browser or e-mail application connected to the Internet; consumers may withdraw consent to receiving electronic records or have the record provided in non- electronic form by contacting Anchor Anesthesia at the address provided below.

In the event of any conflict between the terms and conditions stated on your purchase order and this Sale Agreement or any terms and conditions on our invoice, you agree that the provisions of this Sale Agreement and our invoice shall control.

### GOVERNING LAW:

THIS AGREEMENT AND ANY SALES HERE UNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OREGON, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. THE CUSTOMER CONSENTS TO THE



JURISDICTION OF THE FEDERAL OR STATE COURTS LOCATED IN MULTNOMAH COUNTY, OREGON FOR PURPOSES OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THIS SALE AGREEMENT.

**RISK OF LOSS:**

Title to goods herein being purchased passes to the purchaser upon delivery of the goods to the purchaser, unless otherwise specified. Loss or damage that occurs during shipping by a carrier is Anchor Anesthesia responsibility.

**GENERAL LEGAL DISCLAIMER:**

Anchor Anesthesia HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER BY Anchor Anesthesia IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

**PRICING AND INFORMATION DISCLAIMER:**

All pricing subject to change without notice. For all prices, products and offers, Anchor Anesthesia reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. While Anchor Anesthesia uses reasonable efforts to include accurate and up-to-date information on the Site, Anchor Anesthesia makes no warranties or representations as to the Site's accuracy. Anchor Anesthesia assumes no liability or responsibility for any errors or omissions in the content on the Site.

#### LIMITATION OF LIABILITY:

Anchor Anesthesia will not be liable for lost profits, loss of business or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein. Anchor Anesthesia will not be liable for products or services not being available for use or for lost or corrupted data or software. Customer agrees that for any liability related to the purchase of products or services, Anchor Anesthesia is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase(s) under this agreement.

It is the responsibility of the buyer, not Anchor Anesthesia to ascertain and obey all applicable local, state and federal laws in regard to the possession and use of any item purchased from Anchor Anesthesia. All products are sold upon the condition that we, the seller, shall not be liable in any action for the arrest, accident, or injury occasioned during the transportation, handling, storage, sale, or use of the merchandise. Consult your local and state laws before ordering if you are in doubt. Absolutely no sales to minors. By placing an order, the buyer represents that the products ordered will be used in a lawful manner and that he/she is of legal age. Anchor Anesthesia or any of its employees will not be held liable for the misuse of any product purchased from us. When you purchase an item from Anchor Anesthesia, you release Anchor Anesthesia and any or all of their employees of any liability regarding your actions concerning the sale, use, ownership and shipping of any products ordered.

#### ARBITRATION:

Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort and equitable claims) arising from or relating to this Sale Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Sale Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Sale Agreement), Anchor Anesthesia' advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under the Code of Procedure of ARBITRATION-FORUM.COM (the "Code") in effect at the time the claim is filed. The Code is available at <http://www.arbitration-forum.com>. Notwithstanding any choice of law provision included in this Sale Agreement, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. 1-16) and the New York Convention on the Enforcement of Arbitration Awards (9 U.S.C. 201-208 or as codified in the jurisdiction where enforcement of the award is sought). Hearings shall be held as provided by the

Code and if any In-person Hearing is required, it shall be held in Portland, Oregon. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party shall bear its own cost of any legal representation, discovery, or research required to complete arbitration.

#### ORDERS; PAYMENT TERMS; INTEREST; TAXES:

Orders are not binding upon Anchor Anesthesia until accepted by Anchor Anesthesia. Terms of payment are within Anchor Anesthesia' sole discretion. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. Anchor Anesthesia may invoice parts of an order separately. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law. The Customer is responsible for sales and all other taxes associated with the order.

#### PRIVACY POLICY:

Your privacy is important to us. To better protect your privacy the following notice explains the information we collect, how it is used, how it is safeguarded and how to contact us if you have any concerns. As part of the order process, the following information is collected from shoppers: Name

Shipping/Billing Address Email address Phone number Credit/Debit Card Information. This information is used to fill orders, contact buyers if they have questions and send emails with special offers. We are committed to the security of your data and implement a variety of security measures to maintain the safety of your personal information. This policy was last modified 01/xx/2018.

