

FINANCIAL POLICY, TERMS AND CONDITIONS

This agreement explains the financial policy, terms and conditions of the contract between Dynamic Bracing & Physical Therapy, Inc. hereinafter "Seller", and the client hereinafter "Buyer". Buyer has fully read and understands this agreement and the terms herein. It is hereby understood that the financial policy, terms and conditions of sale of Seller are incorporated into the parties' transaction and are an integral part of the transaction between the parties, whether the transaction involves the provision of services or the supply of Products by Seller to Buyer.

PRICES- Prices in the contract or purchase order are valid for a period of thirty days after the date quoted. However, prices are subject to change without notice to Buyer at any time prior to Buyer's acceptance. Prices include typical and regular shipping or delivery charges to and from Spokane, Washington and any applicable taxes. Buyer shall be responsible for any special charges or expedited delivery charges.

SHIPMENT AND DELIVERY DATES- Any shipment or delivery date specified in this Agreement is an estimate only. No warranty of a shipment or delivery date is made herein unless in writing and specifically agreed to by Seller. In no event shall Seller be liable for damages or expenses of Buyer resulting from a delay in the shipment or delivery of a Product, unless a specific date of shipment or delivery has been guaranteed as specified herein.

Buyer's acceptance of the Product delivered hereunder shall constitute a complete waiver of any and all claims which Buyer may have against Seller for damages, costs or expenses resulting from late delivery of the Product.

WARRANTIES- Seller warrants to Buyer that the Products sold by it are in accordance with Buyer's express specifications, or the specification's of Buyer's physician or health care provider. Seller's liability with respect to this Warranty is limited to the repair or replacement of any Product that is defective. Seller shall pay for the prepaid return freight and replacement freight of any Product that is found to be defective.

This warranty shall not apply to any Product damaged in transit or subject to accident, neglect or abuse by Buyer or Buyer's agent or representative. Seller will allow no claim unless Buyer shall provide written notice of such defect within five (5) days after delivery. Seller may advise Buyer of any warranties provided by the Product's manufacturer and Seller may assist Buyer in enforcing Buyer's warranty rights directly against the manufacturer pursuant to the terms of any written or implied warranties provided by the manufacturer.

EXCEPT AS EXPRESSLY STATED ABOVE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND SELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THE PARTICULAR PURPOSE IS DISCLOSED TO SELLER IN ADVANCE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

No employee, agent, dealer or other representative of Seller is authorized to give any warranties on Seller's behalf, nor to assume for Seller any liability in connection with any Product sold by Seller, except for Douglas or Andrea Baker and only if contained in a signed writing.

ACCEPTANCE, INSPECTION AND CLAIMS- Buyer shall inspect the Product immediately upon delivery and shall, within five (5) days after delivery, give written notice to Seller of any claim that the Product does not conform with the terms of the agreement and describe each and every defect. If such notice is not given within five (5) days, the Product shall be deemed to conform to the terms of the Agreement and Buyer shall be bound to accept and pay therefor in accordance with the terms of this Agreement. Buyer shall not return any Product without Seller's prior written authorization. If Buyer returns a Product that is not defective, Seller will charge Buyer the full purchase price of the non-defective Product and Seller may charge a fifteen percent (15%) restocking charge if Seller elects to retain the Product.

TITLE- The title and ownership of the Product herein shall remain in Seller until the final payment has been made in full. If payment is made by check, insurance draft, note or similar writing, title and ownership shall not pass until such check, insurance draft, note or similar writing has been accepted and Seller has been fully paid in legal tender.

TAXES- All prices quoted to Buyer shall include any applicable municipal, state or federal sales or other taxes and Seller agrees that all such applicable taxes are added to the prices quoted herein.

PAYMENT- Seller agrees to the following payment terms. If Buyer has no applicable insurance, Buyer shall pay, at the time that services are rendered or Products are delivered to Buyer, by cash, cashier's check, money order or, at Seller's sole discretion, a personal check or credit card. Buyer's account shall be considered past due if not paid within thirty (30) days of the date the services are provided or Product is delivered to Buyer, whichever occurs first.

Seller may agree to extend credit to Buyer for the provision of services and the purchase of Products, upon credit terms as stated herein. Seller reserves the right to cancel Buyer's credit account and demand that Buyer pays current its credit account upon ten (10) days written notice by Seller to Buyer, delivered to Buyer's last known address by regular mail.

A CHARGE OF ONE PERCENT PER MONTH SHALL BE ASSESSED ON ALL CHARGES MAINTAINED ON A BUYER'S CREDIT ACCOUNT AND ANY PAST DUE ACCOUNTS OF BUYER.

INSURANCE- If Buyer has applicable insurance, Buyer may elect to submit Seller's bill, purchase order or contract to Buyer's insurer. However, Buyer shall remain responsible for payment of any billings by Seller for Seller's services and Products.

Seller may, as a courtesy, assist Buyer in processing the insurance claim. Seller may agree to accept the amount of charges authorized by Buyer's insurance company subject to Buyer's payment of any copayment and contribution payments required by Buyer's insurance.

CREDIT HISTORY AND NSF CHECKS- If Buyer elects to pay Seller by credit or with a personal check, Buyer authorizes Seller to obtain a credit report and/or credit investigation report to ascertain Buyer's creditworthiness. If Buyer pays by a personal check and the check is returned for insufficient funds, Buyer will be charged \$25 on its account and Buyer shall not be obligated to provide any services or deliver any Products until Buyer's account is current.

CANCELLATION- Buyer shall not cancel the order placed with Seller, except upon terms acceptable to Seller in all respects. Buyer shall indemnify Seller against all damages and losses suffered by Seller by reason of such cancellation. Buyer shall compensate Seller for any charges, costs or expenses incurred by Seller in obtaining the Product for Buyer, to include any and all applicable taxes. Seller shall invoice all

cancellation charges to Buyer within fifteen (15) days of the agreed upon date of cancellation of the order and Buyer's obligation to pay shall be subject to all terms and conditions herein.

Seller shall have the right to cancel this Agreement if any person supplying the Product to Seller shall for any reason whatsoever cancel its agreement with Seller. In such event, Seller shall have no liability for costs, damages or losses incurred by Buyer.

VENUE AND CHOICE OF LAW- Venue shall lie in Spokane, Washington. This Agreement shall be interpreted in accordance with the laws of the State of Washington applicable to contracts of sale made in and to be performed entirely within such state.

WAIVER OR MODIFICATION- No waiver or modification of these Terms and Conditions shall be valid unless in writing executed by Seller. There are no understandings or agreements outside of this written Agreement.

ATTORNEYS' FEES- If any dispute occurs or if there are any issues that arise out of or relate to this Agreement and which result in litigation, appeal or arbitration of any issue, the prevailing party in such litigation or appeal shall be entitled to recover all of its reasonable attorneys' fees, costs, charges and expenses, including the costs of collection, incurred in connection with any litigation, arbitration, appeal or the institution of collection efforts.

PHYSICAL THERAPY SERVICES-It is the patient's responsibility to be aware of individual plans, policies, and benefits in regards to outpatient physical therapy. An explanation of benefits from Dynamic Bracing & Physical Therapy staff does not guarantee payment from your insurance company, nor should it be considered a binding agreement of payment and/or benefits from your insurance company. Co-payments are due at the time of service.

WORKERS COMPENSATION INSURANCE- Upon filing a worker's compensation claim, there is a time period when your claim may be in deferred status. Physical therapy may be provided to you during this time period causing incurred costs. After the deferred period, your claim may be accepted or denied. If your claim is accepted, we will bill your workers compensation carder. If your claim is denied, we will bill your private medical insurance. If you do not have private medical insurance, the entire balance of your account is your responsibility.

MISSED APPOINTMENT FEE (Physical Therapy Patients)-Your appointment times are reserved especially for you. Your attendance at these appointments is critical to your improvement. Missed appointments or appointments cancelled with less than 24 hour notice are subject to a \$25 fee. This fee must be paid before a new appointment is scheduled or services provided. This fee is not billable or payable by insurance. Patients with more than two missed appointments will be discharged from therapy and referred back to their referring provider. We understand that emergencies do occur and will make reasonable accommodations in those cases.