

# TERMS AND ORDERING INFORMATION (As printed in Catalog 342)

FEDERAL ID #39-1368543, WI ID #004-0000202569-01, F.D.A. ID #2184103
<b>GUARANTEED LOWEST PRICES:</b> Prices may change in accord with prices from suppliers. If an item was purchased from us and the same item is found in a verifiable catalog, for less, within 30 days of invoice date, we will either, credit you the difference, provide you with a return authorization at our expense, or if our invoice is already paid, a refund check, for the difference.
<b>PRINTING OF CATALOGS:</b> We aim to print a new catalog every two to three years. However, price changes may occur during this time.
<b>SALE:</b> Orders are subject to acceptance by Land and Wheels at its home office in Milwaukee, Wisconsin and shall be governed by the laws of the state of Wisconsin.
<b>ORDER CONFIRMATIONS:</b> Order confirmations are sent by fax for orders received by fax or email, or upon request. Prices on confirmations reflect current Land and Wheels prices. Failure to contact Land and Wheels after receipt of an order confirmation constitutes acceptance of the pricing on the order confirmation.
<b>TERMS:</b> 30 day net, 1 1/2% late charges per month, after 30 days. C.O.D. if not current. Handling charge of \$3.50 on orders under \$50.00 Shipped F.O.B. source. No deductions or discounts allowed. In the event of nonpayment, the customer agrees to pay all reasonable attorneys fees and/or costs incurred for the use of a third party to collect the debt. Third party collection and legal fees must be paid by customers. Fees for returned checks (\$35) will be added to the invoice. The account cannot be put on 30 day terms again unless collection fees and returned check fees are recovered. These terms are documented in all of our catalogs. Order from our catalogs constitutes the acceptance of these terms and overrides any other terms from any other source.
C.O.D. by request can be handled. However, there is an extra C.O.D. charge in addition to the shipping charge. Shipping charges cannot be quoted until the items are selected, and sealed in the shipping box and weighed. Equipment shipped by truck (not UPS or Fed Ex) cannot be sent C.O.D.
<b>VISA OR MASTER CARD:</b> As prepayment of an order, or payment of an invoice, Land and Wheels will accept Visa, Master Card or Discover.
<b>SALES TAX:</b> In Wisconsin, applicable sales tax rates will apply unless a sales tax exemption certificate is on file. Since we are a Wisconsin based supplier, and have no offices or sales staff outside of Wisconsin, there is no sales tax on out of state sales. States do not provide the collection of sales tax from one state for another.
<b>DAMAGES:</b> Damaged goods, or shortages due to damaged or open boxes, visible or concealed, are the responsibility of the shipping agent. Please notify the shipping agent within 15 days; they will instruct you what to do, or contact us if necessary. Please save the container and all the packing material for inspection. We do not issue pickup orders.
<b>SHORTAGES:</b> Before you call us about a shortage, please check. Did you receive all the packages listed? Were the boxes in good condition and still sealed? Have you looked through the packing material thoroughly before you threw it out? Could someone have used some desperately needed parts before you had a chance to check everything? Shortages must be reported within 7 days.
<b>FREIGHT CHARGES:</b> Freight charges will be prepaid and added. F.O.B. source. Other items that are shipped free freight are being shipped regular ground by carriers of our selection. Air freight can be handled. However, air freight must be shipped freight collect, or it will be prepaid and added to the invoice.
<b>DELAYS:</b> We may show an item in our catalog that is very slow to get or, has been discontinued, and not available at all, or may have to be substituted. Such orders will be shipped as soon as available. Items ordered by serial number may take up to 6 weeks to get. Each year our inventory is taken between Christmas and New Year. Orders may be held up during that time.
<b>AIR SHIPMENTS:</b> Orders can be shipped by air, but will certainly cost more than regular ground shipment, and those costs will be added to the invoice, and must be paid by the customer. No returns by air. Items designated as "Ship by truck" cannot be shipped by air.
<b>ADD-ON ORDERS &amp; CHANGE ORDERS:</b> In order to keep our reputation of instant supply of in-stock items, orders are packed within minutes of receipt of the order. Therefore, it is impossible to handle add-ons, or change orders of earlier orders. Each order must be entered in our computer, processed, and packed separately.
<b>QUANTITY PRICE BREAKS:</b> To qualify for this price break, orders must be for the same item, shipped to the same destination, no split shipments by the customer and no mixing and matching items.
<b>PRICE BREAKS FOR CASTERS &amp; SOCKETS:</b> Quantity price breaks are per item, per order, per destination. No split shipments by the customer. No mixing and matching items in order to qualify for price breaks. Quantities totaling \$500 or more, per item, are considered non stock and may take 4-8 weeks for delivery. No cancellation of these large quantity orders, once the manufacturing has been initiated. ****Customer must ask for discount when placing order.****
<b>QUOTATIONS:</b> Quotations may remain firm for 30 days. No split awards can be taken. In the past, 99% of our prices remained in effect during the price validity of our catalog (about 3 months). However, there may be price changes in accordance with the price changes from our suppliers. Since pairs or sets are ill defined, any order received for pairs or sets may be converted to each. Prices are based on each, not pairs or sets unless noted.
<b>AVAILABILITY:</b> In an effort to stay ahead and up to date, we may put an item in our catalog in anticipation, and will put in all our effort to get such an item. There is no sure guarantee that we will be able to get all such items. Unlike competitors, we like to keep cheap imitation items at a minimum whenever possible.
<b>CANCELLATIONS:</b> Most items can be canceled, if they have not already been shipped. However, drop ship items or items that involve a third, or fourth party, or are in transit, may not always be canceled. No credit for shipping can be given for canceled items.
<b>INSTALLATION OF PARTS:</b> It is out of our control where our parts are installed. Therefore, it is up to the installer to judge what certain part should be installed and to see to it that it is installed correctly and safely, or that the part installed is durable enough to satisfy the need. Land and Wheels cannot be liable for improper installation of parts, or the installation of incorrect or inadequate parts. We do expect that maintenance personnel are aware that safety must be practiced during installation of any parts, and that proper tools, safety glasses, etc. are used.
<b>RETURN POLICY OF REPLACEMENT PARTS:</b> Although return authorization is required, our liberal 30 day return policy provides, that we will send you a credit memo for 100% of the cost of the parts returned, within 1 day after receiving unaltered returned parts. Returns must be made within 30 days of invoice date. There shall be no handling or restocking charge for undamaged parts returned within 30 days. However, goods must either be returned in 30 days, or invoices are due within 30 days. Always enclose an explanatory note with your returns, telling us the quantity and item numbers of the parts returned and the reason for the return. Credit on freight can only be given if the mistake is ours. Without an explanatory note, it will be assumed that the mistake is not ours and no credit on handling and shipping can be given. All returns must be shipped prepaid, by the most reasonable ground carrier. Freight collect or air returns will be refused. Always obtain a shipping receipt. Custom items that are not in this parts book, but were ordered for you by serial number of the equipment (and fit that particular piece of equipment only), cannot be returned. We do not issue pick up orders. Major items restocking charge is 35%. All returns made after 30 days will no longer be accepted, and will be refused
<b>RETURN POLICY OF DIRECT SHIPMENTS:</b> Items drop shipped where there is a third, or fourth party involved, are subject to a 35% restocking charge as of the first day, if the error is that of the buyer. No restocking fee will be applied and full credit will be given for the item and freight, if the error is that of Land and Wheels or the manufacturer. Credit on freight can only be given if the mistake is ours. Freight collect or air returns will be refused. Always obtain a shipping receipt. Custom items that are not in this parts book, but ordered for you by serial number of the equipment (and fit that particular piece of equipment only), cannot be returned. Please call for required return authorization and return instructions will follow. All returns made after 30 days will no longer be accepted, and will be refused
<b>OTHER ORDERING INFORMATION:</b> We sell medical supplies to institutions only. We are in no position to grant dealerships for these items. No medical supply sales to dealers unless the order is processed and paid for by an institution. We do not accept Medicare or Medicaid. Same day shipment for 90% of the items, provided the items ordered are by the numbers from this catalog. We reserve the right to split ship. Shipping charges will be added each time goods are shipped, whether shipped in one shipment or split shipped. Shipping charges are applied only for the weight of the parcel with the items shipped. If there is more than one shipment for any reason, shipping charges must be paid for each shipment. We sell on a first come, first serve basis. We cannot save goods for one customer when a different customer needs the goods right away. All illustrations for wheelchair parts show the right side. For your benefit, unavailable or discontinued items may be substituted. We reserve the right to substitute discontinued or unavailable items. All measurements are expressed in inches unless noted differently. Ordering a minimum of \$100 per year will keep you on the mailing list.
<b>RIGHT &amp; LEFT:</b> R = Right, L = Left. Right is right, left is left, for the equipment user. All items are sold as each, unless otherwise stated.
<b>ALTERED ITEMS:</b> Most manufacturers reserve the right to make changes. Items should not be made to fit, or altered, if different from the original. No credit can be given on items that are returned which have been altered or damaged.
<b>IMITATIONS:</b> Unlike competitors, we try to keep imitation items to a minimum.
<b>DEALER SALES:</b> Dealer orders for medical equipment and parts will be filled ONLY if processed and paid for by an institution.
<b>PURCHASING GROUPS:</b> In order to expedite our orders without slow downs we do not deal with purchasing groups.
<b>ITEMS ARE SOLD BY EACH:</b> Unless otherwise stated, when we ship your order, items may be packaged in packages of 2 or more, or whatever is convenient, but all items are priced by EACH. Since we pack our items in any convenient quantity, we ask you not to order by package, but by quantity of each. Orders received with ill defined quantities will be converted to each before shipping.
<b>WARRANTIES:</b> All warranties are provided by the manufacturer, not by us. Warranties vary from one manufacturer to another, as well as within a manufacturer, for different items. There is no such as a general warranty. Manufacturers that provide warranties usually require the user to fill out a card and mail it in. This will make it much easier, and faster later, for us to deal with the user, as well as the manufacturer, to follow up on warranties. If you require a warranty to be honored, you should call us first. We will either take care of it ourselves or direct you to the proper contacts or manufacturers.
<b>COPYRIGHTS:</b> All drawings were drafted by our own salaried employees, at our own and sole expense. No drawings are copied from anyone else. All of our information was gathered by our own efforts and investment, investigated and evaluated by us, before it was put into all of our catalogs at our own and sole expense. We are using our own style, presentation, columns, layout and descriptions. We are assigning our own illustration keys and reference letters and numbers to replacement parts. Our efforts are tremendous. Naturally we claim the copyrights to all of our catalogs, from #300 to this current one, if specifically noted in them or not specifically noted in them. When someone copies our drawings it is assumed that he does not want to spend the money or hire skilled personnel, but wants others to carry this expense. Anyone in a position to distribute catalogs must know this. Some drawings have built-in errors for us to identify if these drawings are copied. Others are non-existent items with fictional specifications. Still, others are valid item, but have unneeded or fictional information to help us to identify which are copies. Reproduction of any kind, in part, whole, altered, added, shaded, distorted, upside down, turned, in reverse, compressed, expanded, larger, smaller, in any size, whatsoever, or any use of this material or numbers, for the purpose of selling goods, for profit or not, will be prosecuted to the fullest.