

THREE REFERENCES / SUPPLIERS

1. _____
2. _____
3. _____

TERMS & CONDITIONS

- A. **ORDERS**
- a. All orders are subject to acceptance by SIMS Medical Corp.
 - b. Fax orders to 1-866-933-2922 and/or email orders to simsmedical@gmail.com 24 hours a day, 7 days a week
- B. **PRICES & PAYMENT**
- a. Prices are subject to change without notice
 - b. Customer is responsible for all applicable taxes
 - c. Acceptable methods of payment are: company cheque, certified cheque, money order, bank draft, credit card, CASH (do not send cash in the mail!)
 - d. CREDIT CARDS – accepted cards are VISA and MasterCard; you must fill out the Credit Card Authorization form to qualify for this program
 - e. Credit card declines are subject to a \$20 non-refundable fee and returned NSF cheques are subject to a \$40 non-refundable fee paid by the client
- C. **TERMS OF SALE**
- a. All goods are sold FOB Ontario Warehouse
 - b. Customer pays for all shipping costs to and from our warehouse (includes exchanges; exception finished orthotic and/or lab products whereas SIMS is responsible for shipping back to customer)
 - c. Payment for all goods sold by SIMS Medical Corp. on open account will be due and payable pursuant to the terms and conditions stated on SIMS Medical Corp's invoice. There are NO exceptions.
 - d. An invoice will be sent with or after each customer's order
- D. **SPECIAL ORDERS**
- a. All split pairs/mismatches are considered special orders and must be faxed, emailed or mailed
 - b. Split pair orders must be chosen from standard stock and are subject to a 50% surcharge
 - c. If returned, credit is issued at the price of a regular pair
- E. **SHORTAGES / CORRECTIONS**
- a. Short or incorrect shipments MUST be reported to SIMS Medical Corp. within 7 days of receipt of goods.
- F. **BACK ORDERS**
- a. We back order the unfilled portion of any orders, a list of which will appear on your invoice. You may also receive fax notice of any back orders including expected time of delay/delivery.
 - b. Please retain this copy to prevent duplication when placing your next order
 - c. We do not pay shipping charges on back orders – we will use the same shipping method on all back orders as the original order
 - d. If you choose to cancel a back ordered product, please feel free to contact us within 2 days of receiving the notice.
- G. **CANCELLATIONS / REVISIONS**
- a. Cancellations and/or revisions are left at the discretion of the Order Desk at SIMS Medical Corp. (i.e. if your order has been processed, no cancellations are allowed).
- H. **RETURNED GOODS (WHOLESALE FOOTWEAR ONLY)**
- a. Absolutely NO returns or exchanges on accessory products – this includes any inserts purchased separately from the footwear and socks, but this restriction is not exclusive of these products
 - b. No returns accepted on custom or modified product – you may return for no-charge modifications within 90 days of the original invoice date.
 - c. Exchanges and returns on unmodified footwear are permitted within 30 days of the date of the original invoice at the discretion of SIMS Medical Corp.
 - i. There are no restocking fees or service charges unless the Shoe Return Policy has NOT been followed
 - ii. Customer is responsible for all shipping costs, and can return product either by using our discounted their own method of postage
 - iii. There are no negotiations on restocking fees and/or shipping charges
 - iv. Exchanges must obtain a RA# (Return Authorization) prior to shipping back to SIMS Medical Corp. ALL RETURNS MUST BE ACCOMPANIED BY THE SHOE RETURN FORM. Please call us or fax us a copy of your completed Shoe Return Form to obtain the RA # and label it CLEARLY on the outside of the shipping carton, along with the Shoe Return Form, otherwise it will not be accepted by Receiving at SIMS Medical Corp and will be sent back to you at your cost. Moreover, restocking fees will be applied if any part of the policy is not adhered to.
 - v. There is an inspection process; your credit or exchange will be applied to your account after the inspection has been passed.
 - vi. No cash refunds – only credits on your account – all credits will be applied to your total outstanding balance and not a specific invoice
 - vii. Please review the Shoe Return Policy for more information

The information contained in this New Account / Credit Application is provided solely for the purposes of obtaining or maintaining credit with you and that the terms and conditions set forth are agreed upon. The undersigned understands that you are relying on the information provided herein in deciding to grant or continue credit. The undersigned represents and warrants that the information is true and complete and that you may consider it as continuing to be true and correct until a written notice of change is given to you by the undersigned. You are authorized to make all inquiries you deem necessary, to verify the accuracy of the statements made herein to determine my credit worthiness. The undersigned hereby agrees that any disputes arising out of this agreement or goods and merchandise ordered or delivered pursuant hereto will be governed and settled under applicable principles of Ontario law, under jurisdiction of Ontario Courts and that venue in any such action shall be in the Country of Canada.

It is understood that by signing this application I am acknowledging and accepting that a potential service charge might be added to past due invoices each month in the amount of 2% (annual rate 24.0%). SIMS Medical reserves the right to waive this interest charge. Customer agrees to pay all costs of collection, including Legal Fees, and an Administrative Charge of \$40. Merchandise may not be returned without prior authorization of SIMS Medical Corp.

Terms and conditions are subject to change at the discretion of SIMS Medical Corp. and the signing of this form warrants that the client understands and agrees to continue abiding by any such changes during the course of business with SIMS Medical Corp.

By signing this application, I acknowledge that I have read and understood the terms and conditions, and agree to abide by them.

Owner's Signature: _____ **Date:** _____

**should you choose not to provide SIMS Medical with either your banking information or three references, you must prepay upon ordering until your credit has been established with us (at the discretion of SIMS Medical Corp.)*