

TERMS OF SERVICE

TERMS & CONDITIONS

Placement of an order indicates acceptance of the terms and conditions listed on this site.

- Misprints - Merchandise, prices and specifications are subject to change without notice. Descriptive, typographic, or photographic errors are subject to correction at any time without notice.

The sale, use, application or operation of the medical device being or to be purchased may be subject to certain laws, rules and regulations promulgated by federal, state and local regulatory agencies, and, in the case of overseas customers, the sale, use, application, operation and import may also be subject to certain laws, rules and regulations by similar and/or other governmental agencies having jurisdiction.

By buying or accepting to buy this medical device through this site you acknowledge and represent that you are a legally authorized purchaser, and licensed to use this medical device for your own use, and/or you are authorized to purchase this medical device on behalf of another person or entity legally authorized to purchase or use this medical device.

You are solely responsible for compliance verification from government agencies having jurisdiction, including, but not limited to those mentioned above, to determine your eligibility or of the end-user you represent for the purchase and use of this medical device.

You agree to release, hold harmless and waive any and all claims, causes of actions, damages, including consequential damages and/or loss of use, or liabilities of any kind or nature against RCR Medical, which may arise as a result of failure by you or the end user you represent to comply with any eligibility requirements and the use or misuse of this medical device

- Coupon Codes - Coupon codes must be added at time of purchase to receive discount. Only one coupon code may be applied per order.

LEGAL

DISCLAIMER AND RELEASE. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF RCR MEDICAL AND THE REMEDIES OF BUYER SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES AND DISCLAIMS, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF RCR MEDICAL AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST RCR MEDICAL, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND ANY OTHER GOODS OR SERVICES DELIVERED UNDER THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE (ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OF RCR MEDICAL; AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR INFRINGEMENT.

LIMITATIONS OF LIABILITY. RCR MEDICAL'S LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OF RCR MEDICAL) WITH REGARD TO ANY PRODUCT OR OTHER GOODS OR SERVICES FURNISHED UNDER THESE TERMS AND CONDITIONS WILL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO RCR MEDICAL FOR THE SAME. FURTHER, RCR MEDICAL WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT OR OTHER GOODS OR SERVICES FURNISHED UNDER THESE TERMS AND CONDITIONS.

GOVERNING LAW; VENUE. These Terms and Conditions will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Texas, without reference to its choice of law principles. To the extent the parties are permitted under these Terms and Conditions to initiate litigation in a court, both you and RCR Medical agree that all claims and disputes arising out of or relating to these Terms and Conditions will be litigated exclusively in either a small claims court of competent jurisdiction or the state or federal courts located in McKinney, Texas.

DISPUTE RESOLUTION. *Please read the following arbitration agreement carefully (the “Arbitration Agreement”). It requires you to arbitrate disputes with RCR Medical and limits the ways in which you can seek relief from RCR Medical.*

a. Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of this website, to any products sold or distributed through the website, or to any aspect of your consumer relationship with RCR Medical, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or RCR Medical may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **THIS ARBITRATION AGREEMENT SHALL APPLY, WITHOUT LIMITATION, TO ALL CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THESE TERMS AND CONDITIONS OR ANY PRIOR VERSION OF THESE TERMS AND CONDITIONS.**

IF YOU AGREE TO ARBITRATION WITH RCR MEDICAL, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST RCR MEDICAL ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS THESE TERMS AND CONDITIONS, INCLUDING THIS ARBITRATION AGREEMENT.

b. Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

c. Authority of Arbitrator. The arbitrator, and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration

Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and RCR Medical. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms and Conditions (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

d. Waiver of Jury Trial. **YOU AND RCR MEDICAL HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** You and RCR Medical are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section (a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms and Conditions as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

e. Waiver of Class or Consolidated Actions. **YOU AND RCR MEDICAL AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR REPRESENTATIVE BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.** If this paragraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead disputes shall be resolved in a court as set forth in Section (a) above.

WARRANTY INFO

RCR Medical warrants each Product to be free from defects in performance for its intended use for a period of one (1) year (the "Warranty Period") from its initial sale to Buyer. In the event of failure of a Product during the Warranty Period, RCR Medical will, at its option, repair or replace such failed Product free of charge except where a Product has been subject to abuse, accident, alteration, modification, tampering, negligence or misuse. These warranty Terms and Conditions are subject to change at any time without notice.