



**ALBUQUERQUE  
PUBLIC SCHOOLS**

**PRICE AGREEMENT NO. 13988  
AMENDMENT NO. 2**

**ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION  
PO BOX 25704  
ALBUQUERQUE, NEW MEXICO 87125  
PHONE (505) 881-8415  
FAX (505) 830-1161**

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Medco Supply Co  
500 Fillmore Ave  
Tonawanda, NY 14150

SHIP TO

Facilities, Design & Construction  
915 Oak St SE  
ABQ, NM 87106

ATTENTION  
OF

Karen Alarid/ Mary Nulk

DATE	VENDOR CODE
5/11/2016	11607

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.**

**ITEMS, TERMS, & CONDITIONS**

**PRICE AGREEMENT :**

Sports/Pediatric Medicine Equipment & Supply Bid

Contract Term: May 7, 2014 to May 6, 2018

Per terms and conditions of: 14-043RR-AM

Board Approved: 4/25/2014

Pricing Attached

**SEVICES AND/OR GOODS TO BE PROVIDED:** The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

**MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

**QUOTES AND PAYMENT:** The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. If a quote is based on a percentage discount, the quote should document the list price, discount percent, and final price. The invoice submitted for payment shall match the quote and shall note the purchase order number.

**PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.

**AMMENDMENTS:** This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

Reason for Amendment: Extension

Contact: Matthew Smith  
Rebecca Hernandez

Phone: 800-556-3326 X 357

Email:

Rebecca.hernandez@patterson-medical.com

Matthew.Smith@medcosupply.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

Matthew J. Gallacher 5.12.16  
Date

VENDOR AUTHORIZED SIGNATURE

Rebecca Hernandez 8/5/16  
Matthew Smith Date

# ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

- 1. INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.
- 2. WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
- 3. ASSIGNMENT.** Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.
- 4. CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
- 5. LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.
- 6. TERMINATION AND DELAYS.** APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.
- 7. AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.
- 8. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.
- 9. PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.
- 10. DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.
- 11. CONTINGENCY FEES.** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 12. PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.
- 13. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.
- 14. TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.
- 15. APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.

PA 13988

BID No. 14-043RR-AM  
SPORTS / PEDIATRIC MEDICINE EQUIPMENT & SUPPLIES

1. **Contract Designee:** Rebecca Hernandez  
Telephone: (800) 556-3326  
Fax: (800) 222-1934  
Email: Rebecca.Hernandez@patterson-medical.com
2. **Special Quotation/Reference/Account Number:** Bid #100370538, Customer #13466306
3. **Order Address:** Medco Supply Co.  
500 Fillmore Avenue  
Tonawanda, NY 14150
4. **Remit Address:** Medco Supply Co.  
PO Box 21773  
21773 Network Place  
Chicago, IL 60673-1217
5. **Federal Identification No.:**
6. **Overall Catalog Discount:** 0-18%; See attached terms and conditions
7. **Individual Price List Discount:** See attached
8. **Discount Exceptions:** See attached
9. **Minimum Order/Delivery amount per order to qualify for discount:** No minimum
10. **Miscellaneous Charges:** Orders under \$90.00 will incur shipping charge of \$9.95. Orders over \$90.00 ship free. Hazmat items will incur \$25.00 charge
11. **Delivery Charge Exceptions:** [No response]
12. **Inside Delivery of Physical Education Equipment:** Yes, with a \$50.00 fee
13. **Exceptions and Conditions Company may require:** See attached terms and conditions
14. **Lead Time:** 5-7 business days
15. **Return Policy:** See attached
16. **Discount Procedures:** Discount per line item – unit price
17. **Additional Information regarding order procedures:** Bid #100370538 must be referenced on all Purchase Orders to ensure pricing.
18. **Buyers Guide:** Yes, current pricing is on the website: [www.medco-athletics.com](http://www.medco-athletics.com). New 2014 catalogs will be mailed in March 2014.

19. **Electronic Catalog Capabilities:** [www.medco-athletics.com](http://www.medco-athletics.com)

Medco Supply Co  
Firm Name

Bid No. 14-043RR-AM

**SPORTS/PEDIATRIC MEDICINE EQUIPMENT  
& SUPPLIES -DISCOUNT FROM LIST**

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**Item**

**No. Description**

6. Overall Catalog Discount: (Net, 10%, etc.)

0-18% see attached terms & conditions

7. Individual Price List Discount: (Indicate product lines, manufacturer, sport, etc. which may be more or less than No. 6.) Please disclose your authorized product lines or manufacturer in which you are the only authorized dealer for that product.

see attached

8. Discount Exceptions: (Indicate product lines manufacturer, sport, etc, X or Y amount or more pricing, motor freight items, etc.) No exceptions for partial orders for matching existing stock.

see attached

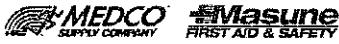
9. Minimum Order/Delivery amount per order to qualify for discount: (If applicable.)

no minimum

10. Miscellaneous Charges: (i.e. small order charge, hazardous materials surcharge, etc. Please specify name of charge and amount or percentage.)

- Orders under \$90 will incur shipping charge of \$9.95.  
over \$90 free.

- Hazmat Items will incur \$25 charge



**surgicalsupplyservice**

500 Fillmore Avenue  
Tonawanda NY 14150  
Phone 800-556-3326  
Fax 800-222-1934

BID NUMBER: 100370538  
CUSTOMER NUMBER: 13466306

ALBUQUERQUE PUBLIC SCHOOLS  
PO BOX 25704  
ALBUQUERQUE, NM 87125-0704

Thank you for allowing Medco Supply Company the opportunity to bid on your company's needs.

IN ORDER TO RECEIVE YOUR QUOTED PRICES, THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR BID:

EXPIRATION DATE: May 06, 2018  
Terms: Net 30 Days.

1.) WITH YOUR ORDER YOU MUST FURNISH Medco Supply Company WITH THE FOLLOWING INFORMATION:

Medco Supply Company Bid Number: 100370538  
Ship-to address if it is different than bill-to.

- 2.) Shipping and delivery instructions must be specified on the purchase order. Lift gate and inside delivery service may incur additional charges. Please call for quotation.
- 3.) Some items on your bid are color and size specific. Please indicate on your order which size and/or what color you require. Please include shipping instructions on the purchase order.
- 4.) Orders, if returned, are subject to the manufacturer's restocking fee and return freight charges.
- 5.) When signing for delivery, any damage, shortages, & discrepancies MUST be marked as such on shipping documents and reported immediately to our customer service department. Failure to report any discrepancies to our customer service department within 30 days voids any guarantees, implied or written. Medco cannot be responsible for any discrepancies not reported within 30 days.
- 6.) All orders must ship & bill prior to expiration date of bid/contract.

Please furnish us a summary of bid results.

If you have any questions concerning our bid, please direct them to **Rebecca Hernandez** at (800)556-3326. Thank you again for allowing Medco Supply Company the opportunity to serve you.

Sincerely,

  
Medco Sports Medicine & School First Aid

**Bid Number 100370538**

**Sales Rep**



**surgicalsupplyservice**  
500 Fillmore Avenue  
Tonawanda NY 14150  
Phone 800-556-3326  
Fax 800-222-1934

**Company Name ALBUQUERQUE PUBLIC SCHOOLS**  
**Customer Number 13466306**  
**Address:**  
**PO BOX 25704**  
**ALBUQUERQUE, NM 87125-0704**

**Prepared By RHERNAND**

505 878 6125

<b>Item Number</b>	<b>Description</b>	<b>Page</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Extended Price</b>
CATALOG BID	0-18% OFF CURRENT LIST \$ SEE ATTACHED TERMS & CONDITIONS		\$01	0	\$00
				<b>Sub-Total</b>	<b>\$00</b>
				<b>Shp/Hnd</b>	<b>\$00</b>
				<b>Tax</b>	<b>\$00</b>
				<b>Total</b>	<b>\$00</b>

\* Special shipping and delivery instructions must be specified on the purchase order. Lift gate and inside delivery service may incur additional charges. Please call for quotation.

\* Tax and Freight not included in above bid.

\* **A copy of this bid must be attached to the PO when the order is placed for bid pricing to be honored.**



BID # 100370538

**Pricing:**

- \*Materials and Supplies – 18%
- \*Equipment (Capital) and Furniture – 15% (Liftgate, inside delivery, and installation charges may apply.)
- \*Tape – 12%
- \*Athletic Trainers Bags – 12%

(Exceptions include: Gatorade, RX Items, Vectra Genysis, Gameready, ice machines, whirlpools, AEDs, and rehydration items to be quoted on an as needed basis.)

**F.O.B. Destination: (note exception)**

For orders over \$90.00, all items are quoted F.O.B. Destination via UPS Ground or motor freights (common carrier) truck orders.

**EXCEPTION:** Capital items may incur liftgate, inside delivery, or installation charges. Certain other items may incur FAA required hazardous material fee of \$25.00.

**Minimum Orders:**

There is no minimum order.

**Billing Terms:**

Net 30 days

**Custom orders:**

Some items on your order may be color and/or size specific. Please indicate on your order which size and/or color you desire when placing orders for tables, stools, cabinets, equipment, etc... Custom orders are non-returnable.

Sincerely,

Darbie Peiffer  
Sales Support Team Supervisor

500 Fillmore Ave. Tonawanda, NY 14150 • 716-743-8400 • Fax 716-695-5884 • [www.medcosupply.com](http://www.medcosupply.com) • [Sales@medcosupply.com](mailto:Sales@medcosupply.com)







#### How to Order

Order by Phone, Fax, Mail or Online. On all orders, include your Keycode (can be found to the left of your mailing address on the catalog back cover). This helps us process your order efficiently and reduce waste in mailing catalogs.

- Phone toll-free 1-800-556-3326, 24 hours a day, 7 days a week.
- Fax toll-free 1-800-222-1934, 24 hours a day, 7 days a week.
- Mail to Medco Sports Medicine, 500 Fillmore Avenue, Tonawanda, NY 14150
- Online at [www.medco-athletics.com](http://www.medco-athletics.com)

Have questions or need special assistance? Please call Monday through Friday, 8:00 a.m. to 8:00 p.m. EST to speak with one of our friendly, knowledgeable Customer Service Representatives.

#### Payment Methods

- **Credit Card:** We accept Visa, MasterCard, Discover Card, American Express and GSA SmartPay®. If you're charging your order, include the name, number and expiration date as they appear on the charge card, and the billing address as it appears on the billing statement.
- **Checks/Money Orders:** Mail your check/money order made payable to Medco Supply Company along with your order. Include tax and shipping charges.
- **Purchase Orders:** If you use a Purchase Order, be sure to indicate item numbers, quantities and prices as well as your billing address, shipping address (if different) and phone number.
- **Medco Account:** You may also charge your order to your Medco account. For information on opening an account, call our Customer Service Dept. at 1-800-556-3326. All orders subject to credit approval. Invoices that are not disputed within 30 days are considered to be accurate and accepted. Payment terms are net 30. Overdue invoices are subject to the maximum allowable interest charges.
- **Consumer-direct orders** must be prepaid including shipping/handling and sales tax.

#### Terms

Terms are net 30 days. Send all remittance to: Medco, P.O. Box 21773, 21773 Network Place, Chicago, IL 60673-1217. Returned checks are subject to a \$25.00 fee. Medco reserves the right to withhold shipment of pending orders for overdue accounts. Overdue invoices shall bear interest at 1 1/4% or maximum rate allowed by law. Customer shall be responsible for any cost of collection.

#### Sales Tax & Exemptions

If the facility receiving the merchandise is in a state or locality that normally charges tax, and you are exempt from tax, include a copy of your exemption or resale certificate with your payment. Your sales tax will then be credited and exempt for all future orders. If your facility is not in such a state or locality, please submit use tax directly to your state.

#### Returns Policy

- Sorry, but for health reasons we are unable to accept returns or exchanges of eating, hygiene and mouth stick products. In addition, we cannot accept books, computer software and videos that have been removed from original packaging.
- Returns for products that are Hazardous Materials, ORMD, Prescription, or Regulated cannot be accepted.
- Credits for returns are issued only to original purchaser.
- No cash refunds issued for under \$25.00. Credit balance will be applied to future purchases made within 180 days.
- All returns must have an RGA number (returned goods authorization number can be obtained from our Customer Service Department—see "Returns Procedure"). All unauthorized returns are subject to a 15% processing fee and a \$10 administrative charge.
- All returns must be in original packaging and received in new and resalable condition. For applicable restocking fees consult the chart below:

Days Elapsed	Restocking Fees:
	Applicable Restocking Fees
Under 30	No restock fee on items shipped UPS. 15% of price of returned item on truck shipped items
30-60	25% of price of all returned items
61-90	50% of price of all returned items

Sorry, no returns will be accepted after 90 days.

#### Returns Procedure

- Contact Customer Service at 1-800-889-1994, Monday through Friday from 8:00 a.m.-8:00 p.m. EST for a returned goods authorization number (RGA number) and instructions. Write the number on the outside of your return shipment and send package to: Patterson Logistics, 101 Wales Ave., Tonawanda, NY 14150. All return shipping expenses are paid by the customer. Items must be returned within 30 days of receiving RGA number.

#### returns procedure continued

- If you receive merchandise as a result of a Medco error, we will pay for the return shipping expense and no restocking fee will be applied.
- For all other returns, we will credit your account for returned merchandise, minus the required restocking fee, once merchandise has been received, inspected and confirmed to be in resalable condition. Credits will not be issued for items received in non-resalable condition. The customer is responsible for properly packaging and protecting the item during its shipping back to Medco. Initial freight charges are not credited. All credits must be redeemed within 180 days.

#### SHIPPING AND HANDLING FOR ORDERS SHIPPING WITHIN THE CONTINENTAL UNITED STATES

All shipping charges and risk of loss are F.O.B. Seller's plant and are the responsibility of the purchaser. All related shipping and handling charges will be added to customer invoice.

- \$9.95 Shipping and Handling charge for orders up to \$90.00
- Shipping and Handling for orders over \$90.00 is 11% of order value
- Delivery of all orders within the continental U.S is F.O.B. shipping point by ground delivery service.
- Overweight/Oversized items may require additional charges; please call 1-800-556-3326 for a quote.

Special UPS rates for orders up to 20 lbs. are: Next Day PM \$25.95, and 2nd Day \$17.95. For orders over 20 lbs. or other express delivery services, please call 1-800-556-3326 for a quote.

**HAZARDOUS MATERIALS** The Department of Transportation requires that all items in this category receive special handling and be shipped only within the continental U.S. Additional shipping charges apply. Please call 1-800-556-3326 for a quote.

#### Prescription Drugs / Restricted Products / Medical Devices:

Regulations restrict the sale of prescription pharmaceuticals, syringes, needles and class II medical devices to licensed professionals only. You must submit a copy of your state license and a signed authorization/acknowledgment form before ordering. For form and full details, contact customer service. Prescription drugs are not returnable.

#### Damaged Goods

Damaged or short shipments should be reported within 5 days of receipt.

If a shipment arrives damaged or if the box appears damaged...

- Note damage on the delivery bill and have the driver sign it, acknowledging the damage.
- Contact the Medco Customer Service Department within 5 days of receipt at 1-800-889-1994 to start processing an insurance claim. An order will be entered at that time to replace the merchandise.
- Save the container and merchandise for inspection.

#### Limited Product Warranty

Medco warrants that all products shall be free from manufacturing defects for a period of one year from the date of shipment. OTHER THAN THE FOREGOING WARRANTY, MEDCO MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER RELATING TO THE PRODUCT. Customer must notify Medco of any manufacturing defect within five days of discovery of the defect. Upon a determination by Medco that the product is defective, Medco's sole and exclusive obligation shall be to provide customer with a replacement product or a full refund of the purchase price, at the sole discretion of Medco, and to reimburse customer for any return freight costs. In no event shall Medco be liable for any other costs or expenses including lost profits or direct, indirect, consequential, incidental or punitive damages. In the event the product includes a warranty card or extended warranty from the manufacturer, customer's sole recourse under such warranty shall be against the manufacturer. The warranty set forth herein shall govern all purchases, notwithstanding any inconsistent terms and conditions of customer's purchase order.

#### Product Information/Pricing

Equipment described and illustrated in the Medco catalog is subject to modification consistent with the latest trends, designs or other factors. While every effort has been made to ensure the accuracy of the information provided within this publication, Medco reserves the right to correct any errors and/or omissions found herein. Unless otherwise specified, all prices are F.O.B. Seller's plant. Pricing is subject to change without notice.