

# **CROSBY ADVANCED MEDICAL SYSTEMS, INC**

*SOLUTIONS TO HEALTHCARE NEEDS OF THE 21<sup>st</sup> CENTURY*

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www.tenscam.com

## Read Carefully Before Using This Product

RELEASE, INDEMNITY, DEFENSE, HOLD HARMLESS, AND LIMITED WARRANTY AGREEMENT (Agreement): You should carefully read the following terms and conditions before using this product. You must also execute and date this Agreement before the product will be delivered to you.

Although Crosby Advanced Medical Systems, Inc. (CAMS), provides this product to you for the price as noted in the attached invoice, you assume the full responsibility for the use of the product hereafter. This product is provided to you in an "as is" condition, without warranty of any kind, either expressed or implied, and included but not limited to any implied warranty of merchantability or fitness for a particular purpose that may be in existence for other products under state or federal law, or common-law decision. The entire risk as to the use or results of the product are with the purchaser hereof, exclusively; and should any alleged or real adverse result occur hereafter from the product's use by the purchaser, or by the use of any third party, the purchaser, and not CAMS assumes the full and total responsibility, obligation, loss, damage, or adverse result thereof. In this regard, and all other and related respects as noted in and throughout this Agreement, the purchaser agrees to release, indemnify, defend, and hold CAMS harmless. CAMS specifically does not warrant that the product will meet any performance requirement or result that the purchaser might intend, expect, or desire; CAMS does warrant, however, that the product will be free of defects in material and workmanship, under normal use, for a period of thirty (30) days from the date of delivery to the purchaser from the CAMS business office in Orlando Florida. CAMS DOES NOT GUARANTEE OR WARRANT THE MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE; AND CAMS SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY, OR ADMINISTRATIVE, STATE OR FEDERAL, THAT IS CLAIMED TO HAVE ARISEN OUT OF OR TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY CAMS' NEGLIGENT OR WILLFUL ACT OR OMISSION IN MANUFACTURING OR DELIVERING THE PRODUCT, OR OTHERWISE PERFORMING IT'S CONTRACTUAL OBLIGATIONS OR CONDITIONS UNDER THIS AGREEMENT. THE PURCHASER FURTHER AGREES THAT CAMS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY SORT, INCLUDING CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHERWISE, AS A RESULT OF THE PURCHASER'S USE OF THE PRODUCT.

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LIMITATION OF REMEDIES: CAMS's entire liability and the purchaser's exclusive remedy under the terms of the Agreement shall be CAMS' replacement of the product if the product is returned to CAMS's Orlando office, postage prepaid by the purchaser, within thirty (30) days of the product's delivery to the purchaser. In no event will CAMS be liable for any damages, including any lost profits, lost savings, or other incidental, consequential, special, punitive, or any other damages arising out of the purchaser or any third party's use of or the purchaser or any third party's inability to use the product, or for any claim by any party related to the product's use, or inability of use, hereafter. In this regard, and all other and related respects as noted in and throughout this Agreement, the purchaser agrees to release, indemnify, defend, and hold CAMS harmless. This Agreement is to be interpreted in such a manner as to offer the maximum protection to CAMS' rights, remedies, and protections at all times. If any provision of this Agreement is found to be void or unenforceable under state or federal law, then that provision shall be deemed to be severable from this Agreement, and the remainder of the Agreement's terms, conditions, rights and remedies, and specifically as they apply to CAMS; shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Florida; and the venue for the resolution of any dispute between the purchaser and CAMS, under this Agreement, shall be Orange County, Florida. The purchaser also confirms, by his/her/its signature below, that the purchaser has read this Agreement; that the purchaser agrees to the Agreement's terms, conditions, rights, responsibilities, and obligations; that the purchaser has had the opportunity to consult with legal counsel regarding the Agreement in all its particulars; and that the purchaser has executed this Agreement freely, voluntarily, and without duress of any sort.

The purchase price of the instrument is to be received by CAMS prior to shipping. The purchase price is payable only in US dollars. Shipping charges are extra.

Please be aware that the buyer is responsible for any and all sales or use tax in the buyer's county and/or state in which the buyer resides and where the instrument is shipped.

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print name clearly

Witnesses:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Seal

\_\_\_\_\_  
Name: \_\_\_\_\_  
Seal