

FAX or MAIL ORDER FORM for OPTION-TM PRODUCTS

Orders must be FAXED from a Licensed Prescriber, or be mailed with a valid original prescription. All orders must include payment.

Physician: Please FAX completed form to Opticon Medical at **1 888 336 9258**.

Patient:

1. Complete the Patient Information and Payment sections below using black ink.
2. Ask your doctor to complete the Prescription section and Fax this form, OR Ask your doctor for a new prescription and attach it to this completed form.
3. If ordering by mail, send this completed form and prescription with payment to:

OPTICON MEDICAL DIRECT, P.O. Box 162, AMLIN, OH 43002

Phone: 614 336 2000 www.opticonmedical.com

SHIPPING INFORMATION

FULL NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____

PAYMENT METHOD

Credit Card Check Enclosed Money Order Enclosed

Credit Card Number

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Expiration Date (MM-YYYY)

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Master Card



Visa



American Express



Discover



Cardholder Signature & Terms Agreement: **REQUIRED**

By returning this form, you agree to all Terms of Purchase on the back of this form, and you understand that Opticon Medical will NOT submit any medical reimbursement claim to any insurance provider or payor for payment or reimbursement of any costs.

OPTION-TM PRODUCT ORDER

Description	Model #	Price (\$)	Quantity	Price x Qty
OPTION- ^{vf} Valved Female Urinary Catheters - 3 pack	FV14218	99.00		
OPTION- ^{vf} Valved Female Urinary Catheters - box of 10	FV14218	300.00		
OPTION- ^{vm} Valved Male Urinary Catheters - 3 pack	MV39016	99.00		
OPTION- ^{vm} Valved Male Urinary Catheters - box of 10	MV39016	300.00		
OPTION- ^v Continuous Drainage Adaptors - box of 10	CDA1000	60.00		
OPTION- ^v Blunt Cannula - box of 100	BC2305	25.00		

Shipping & Handling: _____

TOTAL :

Physician must complete prescription section, OR attach a new completed prescription:

PRESCRIPTION



For: _____ Date _____

____ OPTION-^{vf} Valved Female Urinary Catheters; **FV14218**
(10 or 3) Refill _____ times

____ OPTION-^{vm} Valved Male Urinary Catheters; **MV39016**
(10 or 3) Refill _____ times

____ box(s) of 10 OPTION-^v Continuous Drainage Adaptors; **CDA1000**
Refill _____ times

____ box(s) of 100 OPTION-^v Blunt Cannula; **BC2305**
Refill _____ times

Dr. _____

Dispense as written

Physician Name (Please Print) _____

Physician Address _____

Phone _____

These Terms of Purchase govern the order on the front side of this order form (together with these terms, the "Agreement") for the patient named in the Section titled "Prescription" (the "Customer"):

1. *Orders & Payment Terms.* Orders are not binding upon Opticon until accepted by Opticon. Payment must be received by Opticon prior to acceptance of an order.
2. *Typographical Errors.* Opticon is not responsible for any typographical errors in the order form.
3. *Out of Stock Items.* It is possible that a prescription product may be out of stock. Out-of-stock items will not be shipped and Customer will not be charged for the out-of-stock item.
4. *Shipping Charges & Taxes.* In addition to charges for prescription products ordered, Customer shall also pay for shipping and handling. Prescription products will be shipped to Customer at the address indicated on the front side of this order form. Customer is responsible for any sales or other taxes, and Opticon may collect applicable sales taxes upon the sale of prescription products. Manner of shipment is at the option of Opticon.
5. *Title & Risk of Loss.* Title to prescription products passes from Opticon to Customer at the time that the shipment leaves the shipping facility of Opticon or its contractors, subcontractors, affiliates, or agents. Loss or damage that occurs during shipping is Customer's responsibility.
6. *Products.* Opticon may discontinue or substitute prescription products at any time without notice.
7. *Cancellations, Returns & Exchanges.* All sales are final. No cash/credit refunds. In its sole discretion, Opticon may replace a prescription product. Do not return any prescription product unless you have first obtained authorization from Opticon and have obtained a returned materials authorization ("RMA") and return instructions for the returned item.
8. *Re-Sales.* Due to the hygienic nature of the prescription product, it can not be resold. By submitting an order, Customer agrees that the prescription product will not be resold.
9. *No Warranty.* Opticon DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, RELATING TO THE PRESCRIPTION PRODUCTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF FOREGOING, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. *Limitation of Liability.* OPTICON (INCLUDING ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) DISCLAIMS ANY LIABILITY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW FOR PRESCRIPTION PRODUCTS NOT BEING AVAILABLE FOR USE OR DELAYS IN THE RECEIPT BY CUSTOMER OF PURCHASED PRESCRIPTION PRODUCTS. OPTICON WILL NOT BE LIABLE FOR DAMAGES ARISING OUT OF PERSONAL INJURY OR DEATH, FINANCIAL LOSS, LOSS OF BUSINESS INCOME, OR OTHER INCIDENTAL, DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRESCRIPTION PRODUCTS, OPTICON IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF PRESCRIPTION PRODUCTS UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE, OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY IN THOSE JURISDICTIONS. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL OPTICON BE LIABLE FOR ANY INJURY OR DAMAGE CAUSED BY FAILURE TO USE OR HANDLE THE PRESCRIPTION PRODUCTS IN STRICT CONFORMITY WITH THE INSTRUCTIONS FOR USE INCLUDED WITH THE PRODUCTS.
11. *Prescription.* CUSTOMER AGREES THAT ANY USE OF PRESCRIPTION PRODUCTS WILL ONLY BE AS PRESCRIBED BY AND UNDER THE SUPERVISION OF A PHYSICIAN. CUSTOMER IS SOLELY RESPONSIBLE FOR VERIFYING THE PRESCRIPTION PRODUCT RECEIVED IS THE PRESCRIPTION PRODUCT ORDERED.
12. *Force Majeure.* Opticon shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including, without limiting the generality of the foregoing, delays due to backordered prescription products, delays or disruptions of the mail service, delays or disruptions in customs clearance or other import processing services, and lost or misdirected shipments.
13. *No Amendments.* The terms and conditions of this Agreement may not be altered or amended. Any attempt to alter or amend this Agreement or to enter an order for prescription products that is subject to altered terms and conditions will be null and void.
14. *Entire Agreement.* This Agreement constitutes all of the terms and conditions that govern the contract between Opticon and Customer. All prior agreements, understandings, negotiations, contracts, proposals, or requests for proposals, whether in writing or otherwise, between Opticon and Customer are null and void. Where these terms and conditions conflict with the contents of any document incorporated by reference herein, these terms and conditions shall govern.
15. *Governing Law.* This Agreement and any sales thereunder shall a) be deemed to have been made in Ohio, and b) construed and interpreted according to the laws of Ohio. The parties agree to the exclusive jurisdiction of the state and federal courts located in Franklin County, Ohio in any action or proceeding arising out of this Agreement, the breach or enforcement thereof, or any alleged breach of any duty with respect to the design, manufacture, sale or shipment of the prescription products, and agrees to submit to the personal jurisdiction of such courts in any such action or proceeding.
16. *Separability.* In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
17. *Headings.* The Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.