



Purchase Agreement & Physician's Prescription for the ArtAssist® Device

This agreement is between ACI Medical, LLC (hereafter called ACI) and the Purchaser of the equipment named below (hereafter called Buyer). I/we agree as follows:

Buyer's Name:		
Shipping Address:		
City, State, Zip or Province, Country, Postal Code:		
Phone Number:	Email:	
Credit Card #:	Exp. Date:	CVV#:
Name on Credit Card:		
Billing Address <i>(If different from address above):</i>		

Buyer agrees to purchase the ArtAssist Device (hereafter called ArtAssist or Device) from ACI using the credit card number described above for a Two Limb System (Bilateral) at US\$5950.00. ACI will bill the above credit card in the above amount plus sales tax if applicable to Buyer. ACI will ship by ground (included in price) unless otherwise specified by Buyer.

Warranty: ACI warrants to Buyer that goods sold to Buyer will perform in accordance with the applicable data sheet or agreed-on specification and at the time of sale will be free from defects in material and workmanship. For instruments and non-expendable accessories, this warranty shall apply for a period of one year from the date of delivery unless the goods have been subject to misuse, accident, damage, improper installation or maintenance, or alteration or repair by any one other than ACI or its authorized representative. Cuffs and expendable items are guaranteed from defects at the time of delivery. Buyer shall notify ACI promptly in writing of any claim based on this warranty. ACI MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY.

Buyer agrees to contact his/her physician immediately upon noticing any changes in skin condition at or near the sites of the cuff set, including but not limited to any rash, redness, blisters, etc. Buyer agrees to look at the sites carefully before and after each use of the Device. Buyer further agrees that the Device will not be used for any other person nor for any other purpose than as prescribed by a Physician. Buyer agrees to stop using the device if the Physician cancels the prescription or notifies the Buyer to stop using the device temporarily.

Proper use of the Device is to be monitored by Buyer and Physician, and not by ACI. If the Device seems to be ineffective or causing problems, Buyer agrees to consult with Physician. Buyer agrees to rely upon Buyer's Physician, and not ACI, for all advice concerning use of the Device. ACI only provides the Device to Buyers who agree to have active and continuous follow-up care by properly licensed Physicians.

No guarantees are made by ACI as the effectiveness of the Device. Buyer agrees to hold ACI harmless from any liability concerning the use or effectiveness of the Device and Buyer agrees that



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ACI is not responsible for improper use or for misuse of the Device. Any disagreement concerning this Agreement shall be construed under the laws of the State of California, County of San Diego.

The signatures below signify that I/we have read and understand this agreement, and that I/we agree to be legally bound by it.

(Double click on signature box to add signature or print, sign, and date.)

X

Buyer's Signature

X

ACI's Signature

Print Name & Date

Print Name & Date

Physician's Prescription

This is a prescription for the ArtAssist® device, model AA-1000

Print Patient's Name

Patient's Telephone Number

Indication / Medical Necessity:

Intermittent Claudication Rest Pain Tissue Loss Limb Salvage

Patient Instructions:

1. Apply to: Both Legs Right Leg Left Leg
2. Use one hour at a time (or _____ at a time)
3. Use three times per day (or _____ times a day)

Physician's Signature

Date

Physician's Telephone Number

Print Physician's Name

State

License #