



## Agreement to Convert the ArtAssist® Device from Rental to Purchase

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

Patient's Name: [REDACTED]	
Buyer's Name: [REDACTED]	
Billing Address: [REDACTED]	
City, State, Zip or Province, Country, Postal Code: [REDACTED]	
Phone #:	Email: [REDACTED]
Credit Card #:	
Ex. Date: [REDACTED]	CVV#: [REDACTED]

Buyer agrees to purchase the ArtAssist Device (hereafter called ArtAssist or Device) currently in Buyer's possession as a rental unit (serial no. AD [REDACTED]) from ACI using the credit card number described above for the total shown on line (5) below.

### ArtAssist Device Price

ArtAssist Device Bilateral (\$5950)	\$ [REDACTED]	1
50% of all rental payments, including final payment	\$ [REDACTED]	2
Line (1) less Line (2)	\$ [REDACTED]	3
Sales tax applies to some states	\$ [REDACTED]	4
TOTAL: Add Lines (3) + (4)	\$ [REDACTED]	5

### Please (x) a Payment Plan:

**Onetime Payment Plan**

The amount on line (5) will be billed to the Buyer's credit card in one transaction.

**Special Payment Plan:**

The amount on line (5) will be charged to the Buyer's credit card in 3 payments on the bill dates described below.

Payment	Amount	Bill Date
1	\$ [REDACTED]	[REDACTED]
2	\$ [REDACTED]	[REDACTED]
3	\$ [REDACTED]	[REDACTED]



## **Agreement to Convert the ArtAssist® Device from Rental to Purchase**

This Agreement replaces the existing rental Agreement dated [REDACTED]. A final rental charge based on the rental Agreement may apply as set out in that Agreement. With final payment of the rental Agreement, and with ACI's receipt of this Conversion Agreement signed by the Buyer, this conversion Agreement will take effect and terminate the rental Agreement in the same manner as if the ArtAssist were otherwise picked up for return to ACI.

**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 nonexpendable accessories, this warranty shall apply for a period of 1 year from the date of this Agreement 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 as of the date of this Agreement. 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 Renter agrees that ACI is not responsible for improper use or for misuse of the Device.

Buyer hereby claims that the Physician's prescription for the ArtAssist is still in effect and has not been revoked or suspended.

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

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Print Name & Date

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Print Name & Date