

Purchase Agreement



Buyer's Name:

Address:

Phone:

Invoice Number:

Purchase Date:

Consultant's Name:

Qty	Item	Unit Price	Amount

Subtotal:

Sales Tax:

Grand Total:

Payments:

Balance Due:

The Hearing Aid(s) is (check one): ☐ NEW ☐ USED ☐ RECONDITIONED

Standard factory warranty on all hearing aid parts & labor is ____ yr(s). Warranty includes one-time replacement loss and damage (hearing aids only) at 30% of original cost; use of this warranty voids any rescission rights. The warranty for remote control, charger and Blue Connect is for 1 year.

I **would** / **would not** (circle one) like to protect my purchase with the Health Services Protection Plan supplemental warranty.

Notice to Buyer: Do not sign this agreement before you read it or if any spaces intended for the agreed terms are blank. You are entitled to receive a copy of this agreement at the time you sign it. The seller's business address must be shown on the agreement.

PAYMENT TERMS: Full payment is due upon the date of this Agreement. If these payment terms are not fulfilled, then normal and customary interest charges of 1.5% monthly (18% per annum) will be applied from the later of the date of such fitting or the end of any free trial period. The Purchaser is also responsible for all costs, including legal, incurred to obtain payment in full.

Section 1 Cancellation – Within Three Days

Purchaser's Initials_____

You may cancel this agreement within three days of the Purchase Date, without explaining your reasons, if the seller solicited it in person and you signed it at a place other than the seller's business address. To cancel this agreement without explaining your reasons, you must notify the seller in writing that you are canceling the agreement. You may deliver the written notice to the seller at the seller's business address. Alternatively, you may send the written notice by certified mail, return receipt requested, to the seller at the seller's business address. Your written notice must be mailed or delivered by midnight of the third business day after you signed this agreement. Any merchandise you received under this agreement must be in its original condition. You must return it to the seller or make it available to the seller at the same place it was delivered to you. The seller must refund to you all deposits, including any down payment, and must return to you all goods traded in as part of the agreement. You will incur not additional liability for canceling the agreement.

Section 2 Rescission – Within Thirty Days

Purchaser's Initials_____

You may rescind (or terminate) the agreement within thirty days of the Purchase Date, for reasonable cause. This thirty-day period is called the "rescission period." To rescind this agreement, you must notify the seller in writing that you are rescinding the agreement for reasonable cause within thirty days of the Purchase Date. The term "reasonable cause" means:

1. Any material misstatement of fact or misrepresentation by the licensee regarding the hearing aid(s) or fitting and dispensing services to be provided which the purchaser relied on or which induced the purchaser into making the agreement;
2. Failure by the licensee to provide the purchaser with the hearing aid(s) and fitting and dispensing services which conform to those specified in the purchase agreement between the parties;

3. Diagnosis of a medical condition unknown to the purchaser at the time of purchase, which precludes the purchaser from using the hearing instrument(s);
4. Failure by the licensee to remedy a significant material defect of the hearing aid(s) within a reasonable period of time;
5. The hearing aid(s) and/or fitting and dispensing services would not be in accordance with accepted practices of the industry; and
6. Failure by the licensee to meet any standard of conduct prescribed in the laws regarding the fitting and dispensing of hearing instruments and this failure adversely affects in any way the transaction which the purchaser seeks to rescind.

Reasonable cause does not include, and a refund is **NOT** permitted if:

1. The hearing aid has been abused or damaged by the buyer;
2. The buyer keeps the aid for more than 30 days from the Purchase Date without seeking an adjustment;
3. The buyer does not allow the dispenser an opportunity to adjust, repair, or replace the hearing aid;
4. The buyer feels that he/she paid too much or cannot afford the hearing aid after the purchase agreement is signed;
5. The buyer finds a hearing aid for less money from another source; or
6. The buyer changes his/her mind related to cosmetic concerns about wearing a hearing aid.

You may deliver the written notice to the seller at the seller's business address. Alternatively, you may send the written notice by certified mail, return receipt requested, to the seller at the seller's business address. Your written notice must be mailed or delivered by midnight of the thirtieth day after purchase. Any merchandise you received under this agreement must be in its original condition, except for normal wear and tear. You must return it to the seller or make it available to the seller at the same place it was delivered to you within thirty days of the Purchase Date. The seller must refund to you all deposits, including any down payment, and must return to you all goods traded in as part of the agreement. However, being that the hearing aids were specially ordered for you for each hearing aid you return, the seller may keep either one hundred and fifty dollars or fifteen percent of the total purchase price, whichever is less. The seller also may deduct any costs incurred in making trade-in goods ready for resale. The seller must refund your money and return your traded goods, or have them post marked and in the mail to you, within ten business days after receiving your notice of rescission. You will incur no additional liability for rescinding the agreement.

Section 3 – Extension of Rescission Period

If you notify the seller within the thirty-day rescission period that your hearing aid has developed a problem that constitutes reasonable cause to rescind the agreement or that prevents you from evaluating your hearing instrument, the seller must extend the rescission period. The rescission period stops running on the date you notify the seller of the problem and starts running again on the date the seller notifies you that your hearing instrument is ready for redelivery. You and the seller may agree in writing to a rescission period longer than thirty days. Whenever the rescission period is extended, the seller provides you written notice of the last date upon which you may demand a refund and return of the traded goods.

NOT A MEDICAL OPINION: The purchaser has been advised at the outset of the purchaser's relationship with the hearing aid dealer and fitter that any examination or representation made by a hearing aid dealer and fitter in connection with the fitting and selling of this hearing aid is not an examination, diagnosis, or prescription by a person licensed to practice medicine in this State and shall not be considered as medical opinion or advice.

MEDICAL EXAMINATION WAIVER: I have been advised by the undersigned dispenser that the FDA has determined that my best health interest would be served if I have a medical evaluation by a licensed physician (preferably a physician who specialized in disease of the ear) before purchasing a hearing instrument. I do not wish to have a medical evaluation

before purchasing a hearing instrument. I am 18 years or older. Patient signature: _____

Purchaser's Name: _____

Purchaser's Signature: _____

Purchase Date: _____

Consultant's Name: _____

Consultant's Signature: _____

License/Permit #: _____