

# Purchase Agreement



Buyer's Name:

Address:

Phone:

Invoice Number:

Invoice Date:

Consultant's Name:

Qty	Item	Unit Price	Amount

Subtotal:

Sales Tax:

Grand Total:

Payments:

Balance Due:

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

**LIMITED WARRANTY:** I have received a copy of the Miracle-Ear Service and Warranty Guideline brochure, which contains the complete terms of service and limited warranty applicable to the hearing instrument(s) purchased and I acknowledge that no other or inconsistent representations have been made by a Miracle-Ear employee with respect to the warranty for the hearing aid(s) purchased.

**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.

**DELIVERY/CONSUMMATION OF SALE INFORMATION:** (Must be completed at time of delivery.)

Delivery Date of Hearing Aid(s): \_\_\_\_\_

Last date to Rescind Agreement: \_\_\_\_\_

Licensee Retainer Fee: \$\_\_\_\_\_. Idaho law allows a licensee to retain up to twenty-five (25%) percent of the Hearing Aid(s) and fitting expenses ("Total Purchase Price") when the purchaser rescinds the sale during the 30-day rescission period.

If Purchaser rescinds Agreement during the 30-day rescission period, the **licensee shall retain the lesser of \$250 per Hearing Aid or 25% of the Total Purchase Price as a fitting and handling fee.**

If the Hearing Aid(s) are not delivered within 30 days of signing the Agreement, this contract becomes null and void and unenforceable, which will result in a prompt refund of all expenses paid by the Purchaser. If provider attempts, in good faith, to deliver the hearing instruments within the 30-day period but is unsuccessful due to delay by the patient, the fitting and handling fee described above will be withheld from the refund. Complaints that cannot be resolved directly with the Provider may be submitted to the Idaho Bureau of Occupational Licenses at P.O. Box 83720 Boise, ID 83720-0063.

**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: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant's Name: \_\_\_\_\_

Consultant's Signature: \_\_\_\_\_

License/Permit #: \_\_\_\_\_