

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 ☐ DEMONSTRATION

Hearing aid warranty on parts & labor is ____yrs(s). Warranty includes onetime replacement loss and damage (hearing aids only) at 25% of original cost. The warranty for remote control, charger and Genius Link is for 1 year.

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.

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: \$_____ will be retained by the licensee, not to exceed 10% of the contract purchase amount or \$250 per hearing aid, whichever amount is less, if the purchaser rescinds the sale under provisions of ORS 694.042 within the 30-day rescission period

FOLLOW-UP INFORMATION:

Date Post-delivery follow-up appointment: _____ at this office location. Copies of my audiogram and the results of tests or verification procedures were offered to me by the licensee, and I hereby acknowledge receipt of the records or that I declined the offer.

Waive Acceptance of Copy of Hearing Test ☐ Accept Copy of Hearing Test ☐ Initial _____

Post Delivery Follow-Up. Licensees will conduct and document a minimum of one post-delivery follow-up session with the hearing aid user before the expiration of the 30-day rescission period. The follow-up session will take place at the original place of the sale or at a predetermined location agreed upon at the time of initial delivery, or at a time and place agreed to within the 30-day rescission period. The licensee must document in the hearing aid user's record any change to the agreed-upon location or date of the post-delivery follow-up session, and, if the licensee is unable to contact the hearing aid user or to provide the follow-up session, the reason(s) why.

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.

Refund:. Any monies paid by or on behalf of the purchaser toward the hearing aid must be refunded to the payer if the delivery of the hearing aid to the purchaser is cancelled. The purchaser shall incur no additional liability for the cancellation.

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) and obtain a clinical evaluation before purchasing a hearing instrument. Although hearing aids are often recommended for hearing problems, another form of treatment may be necessary.

I do not desire to have a medical evaluation before purchasing a hearing aid. I am 18 years or older.

Patient signature: _____

Rescission Rights: In addition to receiving a copy of the manufacturer's limited warrant, I have read and understand the rights afforded to me under section 694.042 of the Oregon Revised Statutes, a copy of which is reproduced on the back side of this agreement.

Complaints regarding the sale, lease, or attempted sale or lease of hearing aids should be directed in writing to: Oregon Health Licensing Agency, 700 Summer Street NE, Suite 320, Salem, OR 97301-1287. Complaint forms may be obtained by calling 503-378-8667 or at the office's web site: www.oregon.gov/OHA/PH/HLO/.

I have read and understand all the information contained in this agreement.

Purchaser's Name: _____

Purchaser's Signature: _____

Date: _____

Consultant's Name: _____

Consultant's Signature: _____

License/Permit #: _____

CONSUMER RESCISSION RIGHTS

694.042 Right to rescind hearing aid purchase; grounds; notice of rescission; time limit; refund.

(1) In addition to any other rights and remedies the purchaser may have, including rights under ORS 646A.460 to 646A.476, the purchaser of a hearing aid shall have the right to rescind the transaction if:

- (a) The purchaser for whatever reason consults with a physician licensed under ORS chapter 677 to practice medicine who specializes in diseases of the ear or with a physician assistant licensed under ORS 677.505 to 677.525 who specializes in diseases of the ear, or consults with an audiologist not licensed under this chapter and not affiliated with anyone licensed under this chapter and with a physician licensed under ORS chapter 677 to practice medicine or with a physician assistant licensed under ORS 677.505 to 677.525, subsequent to purchasing the hearing aid, and the physician or physician assistant advises such purchaser against purchasing or using a hearing aid and in writing specifies the medical reason for the advice;
- (b) The seller, in dealings with the purchaser, failed to adhere to the practice standards listed in ORS 694.142, or failed to provide the statement required by ORS 694.036;
- (c) The fitting of the hearing instrument failed to meet current industry standards; or
- (d) The licensee fails to meet any standard of conduct prescribed in the law or rules regulating fitting and dispensing of hearing aids and this failure affects in any way the transaction which the purchaser seeks to rescind.

(2) The purchaser of a hearing aid shall have the right to rescind the transaction, for other than the seller's breach, as provided in subsection (1)(a), (b), (c) or (d) of this section only if the purchaser returns the product and it is in good condition less normal wear and tear and gives written notice of the intent to rescind the transaction by either:

- (a) Returning the product with a written notice of the intent to rescind sent by certified mail, return receipt requested, to the licensee's regular place of business; or
- (b) Returning the product with a written notice of the intent to rescind to an authorized representative of the company from which it was purchased.

(3) The notice described in subsection (2) of this section shall state that the transaction is canceled pursuant to this section. The notice of intent to rescind must be postmarked:

- (a) Within 30 days from the date of the original delivery; or
- (b) Within specified time periods if the 30-day period has been extended in writing by both parties. The consumer's rescission rights can only be extended through a written agreement by both parties.

(4) If the conditions of subsection (1)(a), (b), (c) or (d) of this section and subsection (2)(a) or (b) of this section have been met, the seller, without further request and within 10 days after the cancellation, shall issue a refund to the purchaser. However, the hearing aid specialist may retain a portion of the purchase price as specified by rule by the Health Licensing Office when the purchaser rescinds the sale during the 30-day rescission period. At the same time, the seller shall return all goods traded in to the seller on account of or in contemplation of the sale. The purchaser shall incur no additional liability for the cancellation. [1975 c.673 §6; 1985 c.227 §6; 1993 c.133 §2; 1999 c.81 §3; 2003 c.547 §77; 2005 c.648 §91; 2013 c.568 §113; 2014 c.45 §74]