

California Purchase Agreement



Business Hours: Monday-Friday 9AM-5PM

Customer:

Address:

Phone:

Invoice Number:

Invoice Date:

I HEREBY PURCHASE FROM MIRACLE-EAR® THE FOLLOWING ITEMS:

Qty	Item	Unit Price	Amount

Special Notes: _____

Delivery Receipt: Date: _____

Warranty Expiration: Date: _____

SERIAL #:

L - ☐ ACCEPT

R - ☐ DECLINE

The hearing system described above has been delivered as represented at time of purchase and fitted to my satisfaction. I agree that I will wear the hearing system as prescribed by the dispenser. A charge of 1.5% per month on the unpaid balance will be assessed and paid by me on late payments. I agree to pay any and all costs necessary to enforce collection including, but not limited to attorney fees, collections agency charged and small claims court fees.

Purchaser: **x** _____

Date: _____

MANUFACTURER'S PRICE \$ _____

DISCOUNT \$ _____

SUB-TOTAL \$ _____

SHIPPING \$ _____

1. ACCESSORIES \$ _____

2. OTHER \$ _____

3. IMPRESSION FEE \$ _____

4. INSTRUCTIONAL, DELIVERY

AND COUNSELING FEE \$ _____

TOTAL DISCOUNT \$ _____

GRAND TOTAL \$ _____

PAYMENT \$ _____

BALANCE DUE \$ _____

I have been advised by _____ that the Food and Drug Administration has determined that my best health interest would be served if I had a medical evaluation by a licensed physician (preferably a physician who specializes in disease of the ear) before purchasing a hearing aid. I do not wish a medical evaluation before purchasing a hearing aid.

Purchaser: **x** _____

Date: _____

Limited Warranty: I have received a copy of the Miracle-Ear Service and Warranty brochure for the hearing aid model purchased, which contains the complete terms of the limited warranty applicable to that hearing aid. I acknowledge that no other representations have been made to me by a Miracle-Ear representative with respect to the warranty for the hearing aid(s) purchased. Unless otherwise indicated, the equipment is new and warranted by the manufacturer against defects in material and workmanship. Lost or damaged aids may be replaced once only within any applicable coverage for a service fee of 25% of original full order amount.

California Civil Code relating to hearing aid sales: This hearing aid is warranted to be specifically fit for the particular needs of you the buyer. If the hearing aid is not initially fit for your particular needs, it may be returned to the seller within 45 days of the initial date of delivery to you. If you return the hearing aid, the seller will either adjust or replace the hearing aid or promptly refund the total amount paid. This warranty does not affect the protections and remedies you have under other laws.

Purchaser's Signature **X** _____ Date _____

Dispenser's Signature _____ License# _____

Dispenser's Signature _____ License# _____

WARRANTY PROVISIONS ON HEARING AIDS

Song-Beverly Consumer Warranty Act

Civil Code Sections 1792 – 1795.8

Amended January 1, 2015

The Song-Beverly Consumer Warranty Act (SBCWA) provides a 45-day warranty on all new and used hearing aids. Dispensers of hearing aids may provide a longer period than 45 days. If extending the warranty period beyond 45 days, the change must be specified in the required SBCWA language on page 1.

Note: The SBCWA warranty is the defined period that the consumer has the right to return the hearing aid. The term “warranty” in SBCWA does not refer to the hearing aid manufacturer’s warranty.

The dispenser must provide the buyer a copy of the signed purchase agreement that includes the above SBCWA language verbatim. Upon delivery of the hearing aid, the dispenser shall provide the buyer with a delivery receipt that must include the delivery date and expiration date of the 45-day warranty period.

If the buyer returns the device within the period specified in the written warranty, the seller shall, without charge and within a reasonable time, adjust the device or, if appropriate, replace it with a device that is specifically fit for the particular needs of the buyer. If the seller does not adjust or replace the device so that it is specifically fit for the particular needs of the buyer, the seller shall promptly refund the total amount paid. The transaction shall be deemed rescinded, and when a sale is rescinded under this section, no charge, penalty, or other fee may be imposed in connection with the purchase, fitting, financing, or return of the device.

During the 45 day warranty period, the hearing aid may need adjustments to be specifically fit for the needs of the buyer. Dispensers have the right to attempt to achieve a proper fit by adjusting, repairing, or replacing the hearing aid. If after adjustment(s) the hearing aid is not specifically fit, it may be returned for a complete refund of the total amount paid. A refund is **NOT** required if:

- The hearing aid has been abused or damaged by the buyer.
- The buyer keeps the device for more than 45 days from the date of delivery without seeking an adjustment.
- The buyer does not allow the dispenser an opportunity to adjust, repair, or replace the hearing aid.
- The buyer feels he/she paid too much or cannot afford them after the purchase agreement is signed.
- The buyer finds the hearing aid for less money from another source.
- The hearing aid is returned after the death of the buyer.