

Arthrex S3 Rental Agreement (PR0160)

Rent-to-Own (RTO) Agreement

Agency Rep/Agency:	Phone Number:	Start Date:
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Billing Information		Shipping Information	
Account Number:		Account Number:	
Name:		Name:	
Street Address:		Street Address:	
City, State:	ZIP:	City, State:	ZIP:

Effective _____ (the "Effective Date"), all Shoulder Suspension System (S3) rental payments made to Arthrex by the account ("Customer") listed above shall be credited and applied to the aggregate purchase price of \$13,595 for the S3 over the course of six (6) months.

The Customer will pay a rental fee of _____ per case to total \$13,595 throughout the course of this Agreement. Once the \$13,595 in rental fees have been paid, the Customer listed above will own the following equipment ("Equipment"):

Part Number	Item Description	Quantity	Serial No. (for office use only)
AR-1650S	Shoulder Suspension System (Includes: tower, arm sleeve connector, lateral traction sling connector, weight hanger, 5 weights, and a set of US clamps)		
AR-1650-02	S3 Arm Sleeve Connector (extra)		
AR-1650-03	S3 Lateral Traction Sling Connector (extra)		
	S3 Storage Cart		

Compulsory Notification: Customer acknowledges that discounts, prices, premiums, credits, or other value that Customer may receive from Arthrex under this Agreement constitute discounts or reductions in price for purposes of 42 USC 1320a-7b(b)(3) and 42 CFR 1001.952(h). Customer agrees to fully and accurately disclose and report all such discounts, prices, premiums, credits, or other value under this Agreement, and provide copies of this Agreement to all necessary regulating bodies, including Medicare, Medicaid, and any other federal or state regulating body or insurer as required by law or contract or as requested by such organization. Notwithstanding the above, Customer agrees not to disclose the terms and conditions of this Agreement to any person except as required by law. The Equipment listed above will be considered by Arthrex to be under warranty, subject to the exclusions set forth at <http://www.arthrex.com/corporate/arthrex-us-product-warranty>. All repairs outside of warranty will be the responsibility of the Customer. By signing this Agreement, Customer hereby grants to Arthrex a purchase money security interest in the Equipment until the Customer has met its obligations under this Agreement. Customer agrees that they shall keep the Equipment free from all claims, security interests, liens, or other encumbrances, and will immediately notify Arthrex if any of the foregoing is filed, claimed, or if the Customer ceases to do business. Arthrex reserves the right, upon reasonable written notice, to enter the Customer's premises for the purpose of removing the Equipment should the aforementioned occur. In exchange for Customer agreeing to satisfy the aggregate purchase price set forth above, an ownership transfer of the items above will take place and a \$0.00 invoice will be sent to the account as a formal notice of this ownership transfer. If the terms of the Agreement have not been met, Arthrex and its Agency reserve the right to remove the Equipment or invoice the Customer for the remaining balance due on the aggregate purchase price set forth herein. Risk of loss shall pass to Customer upon delivery.

Indemnification: Arthrex agrees to indemnify and hold harmless Customer, and its directors, officers, employees or agents against third party claims, actions, losses, suits, judgments, awards, and reasonable out of pocket expenses associated thereto (hereinafter "Claims") for bodily injury or death to the extent said Claims are due to (i) the negligence or willful misconduct of Arthrex or any of its employees, affiliates, agents, contractors or subcontractors; or (ii) a defect in the design or manufacture of the Equipment; provided, however, Arthrex shall have no obligation hereunder to the extent arising out of Customer or any of its employees, affiliates, agents, third party service providers, contractors or subcontractors (a) failure to use the Equipment in accordance with its Directions for Use, Product labeling or other written instructions provided by Arthrex; (b) purchasing or having the Equipment serviced by a third party not previously authorized by Arthrex in writing; or (c) negligence or willful misconduct under this Agreement.

Customer agrees to indemnify and hold harmless Arthrex, and its directors, officers, employees, or agents against any Claims arising out of the negligence or willful misconduct of Customer or any of its employees, agents, contractors, or subcontractors.



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Customer		Arthrex Representative	
Printed Name:		Printed Name:	
Signature:		Signature:	
Title:	Phone Number:	Title:	Phone Number:

Complete and email or fax to Arthrex ABS Department:

Email: issueorder@arthrex.com or Fax: 866-435-7169

