



## TERMS AND CONDITIONS & WAIVER OF LIABILITY

### 1. Definitions

- 1.1. BEMER USA, LLC (BUS): The BUS entity identified in your Order Confirmation and/or invoice, having its principal place of business at 159 Lookout Place, Suite 201, Maitland, FL 32751;
- 1.2. Customer: Any person who buys or agrees to buy products from a Independent BEMER Distributors (IBD) through BUS;
- 1.3. IBD Applicant: Any person who, desires to market and sell BUS products. Distribution Agreement.
- 1.4. IBD: Any IBD Applicant who enters into a valid IBD Distribution Agreement. Price: The total remuneration for products and/or services payable by Customer or IBD up front to BUS; Pricelist can be found under your IBD homepage.
- 1.5. Product: An individual good as described in any current document published by BUS physically and/or on it internet site, or in any Order Confirmation, which the Customer/ IBD buys or agrees to buy from BUS.
- 1.6. Product Registration: The process by which each BUS unit sold to a Customer is registered with BUS to ensure product purchase confirmation and satisfaction of any return and/or warranty issues.
- 1.7. Order Confirmation: Written acceptance by BUS of Customers / IBD orders.

### 2. Application

- 2.1. This Agreement, setting forth BUS's Terms and Conditions & Waiver of Liability (hereinafter "Agreement"), shall apply to all contracts for the sale of products by BUS to Customers and IBD
- 2.2. This Agreement is to the exclusion of all other waivers or agreements unless agreed to in writing with and by BUS.
- 2.3. All orders shall be deemed an offer by Customer to purchase such product(s) pursuant to this Agreement.
- 2.4. BUS accepts a Customer's/IBD's offer to purchase under this Agreement by issuing an Order Confirmation to Customer or IBD. The Customer or IBD shall be responsible for reviewing the Order Confirmation and should contact BUS promptly if any mistake or discrepancy is noted.

### 3. Quotations/Changes

- 3.1. BUS quotations are valid only if in writing and for 10 days after the quotation date, unless otherwise stated in the quotation.
- 3.2. As BUS's policy is to continually improve products and services, BUS reserves the right to change specifications of products and services as noted in the Order Confirmation. BUS guarantees at least equivalent functionality and performance in all cases and will not make any significant variations without Customer's agreement.

### 4. Price and Payment

- 4.1. The Price that Customers or IBD's have to pay will be shown on BUS's Order Confirmation, receipts, and invoices.
- 4.2. Payment shall be made before supply or service, or, if agreed in writing, within 30 days of the date of invoice. BUS may suspend delivery until full payment is received.
- 4.3. If payment is not received by the due date, the legal rate of interest will apply on the late amount. If BUS must recover the payment, recovery and/or collection costs are to be paid by Customer or IBD's.

### 5. Delivery

- 5.1. The delivery date specified in the Order Confirmation is an estimate. The place of delivery is as stated in the Order Confirmation.
- 5.2. For practical reasons, products may be delivered in instalments.
- 5.3. BUS will only be deemed to default in delivery if you have sent a written reminder, such reminder to be sent not earlier than 2 weeks after expiration of the approximate delivery date. Any revocation/withdrawal from the contract prior to doing so is excluded.
- 5.4. Any missing, wrong or damaged products or packaging should be noted on the waybill prior to signing it.

### 6. Risk

- 6.1. Customer/IBD assumes all risk and liability for condition of the product, or loss or damage resulting from the handling, use or application of the product, upon delivery hereunder, subject to any warranties in place for the product.
- 6.2. BUS products may operate differently and/or may provide unique results for each individual utilizing the products. In order to optimize results, it is urged that each individual discuss with the IBD any concerns and/or questions that may arise.
- 6.3. Each individual utilizing this product is urged to consult with a physician prior to utilizing any BUS product.
- 6.4. No one utilizing a BUS product should adjust any medication regimen in place for that person without first consulting with a physician.

6.5. BUS is not liable for or responsible to any person or entity for any errors contained on its website, or for any special, incidental, or consequential damage caused or alleged to be caused directly or indirectly by such information. Any application of the techniques, ideas, and suggestions on BUS's website is at the user's sole discretion and risk. BUS does not accept liability for the content or actions/commissions of any site to which BUS is linked.

## 7. Returns

7.1. For justified returns, product(s) must be made available for collection as and when reasonably requested by BUS.

7.2. You may cancel this transaction, without penalty or obligation (except all incurred shipping & handling expenses), within three (3) business days (Alaska residents may do so within five (5) days) from the date extent that the Customers'/IBD's state laws allow for a longer cancellation period, BUS hereby acknowledges, that it is bound by this longer period for cancellation.

7.3. If you cancel this transaction, any payments made by you under the contract or sale, and any instrument executed by you, will be returned within ten (10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, insubstantially as good condition as when received, any goods delivered to you under this contract or sale. Conversely, you may comply with the instructions of the seller regarding the return shipment of the goods at seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of these goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. This cancellation notice cancels all subscription services and Distributor rights for IBD.

7.4 To cancel this transaction, mail or deliver a signed and dated copy of this Agreement and a signed and dated copy of this cancellation notice to:

BEMER USA, LLC  
159 Lookout Place, Suite 201  
Maitland, FL-32751, USA

## 8. Product Registration/Warranty

8.1. Product registration occurs automatically when sales are charged and shipped by BUS to a Customer or IBD.

8.2. In the event that a BUS product is sold directly by a IBD to a Customer, it is the responsibility of the IBD to issue the Customer an invoice containing the serial number of the BUS product sold and language advising the customer that it is their responsibility to register the product with BUS to ensure product purchase confirmation and satisfaction of any return and/or warranty issues. It is the responsibility of the Customer, thereupon, to register the product with BUS.

8.3 All BUS products have a 3-year warranty beginning from purchasing date, with the exception of battery packs (Control device VET and Battery pack) and LEDs (SLA human, SLA VET and SLT complete System), which have a 6-month warranty. The Battery in the EMF Test is a non-rechargeable 9 Volt Battery.

## Customer Complaints and Warranty

With each sale of a BEMER system, the IBD needs to give the customer a validated and signed warranty certificate from INNOMED International AG as the manufacturer of the product. The duplicate copy will be forwarded to the manufacturer by BEMER USA, LLC. The warranty period for the end consumer is 24 months. When the warranty card is received by the manufacturer, the warranty period is extended to 36 months.

For any customer complaints, the sponsor or seller is the initial contact. In line with the assigned responsibilities, he/she should resolve the complaint or refer the customer to the technical service center.

For the exchange or repair of a unit in the United States, only the technical service center (TSC) of BEMER USA, LLC shall be responsible. Before a system or part of a system is sent in for exchange or repair, the technical service center needs to be contacted via the hotline at 407-628-0511

Hours for the hotline are Monday through Thursday from 9:00am to noon and 3:00pm to 5:00pm; Fridays from 9:00am to 2:00pm. The technical service center will decide if the entire unit or just a defective part is to be sent. The unit/part will be returned as soon as the repair is complete.

BEMER USA, LLC - Technical Service Center - 159 Lookout Place, #201 - Maitland, FL 32751

## 9. BUS 30-Day Money Back Guarantee (U.S. residents only)

9.1. At BUS, we believe in the exceptional value and effectiveness of all of our products. We work very hard to ensure that you will share our satisfaction with the functionality and reliability of our merchandise.

9.2. If you ever have a question or problem with our products, we always encourage you to let us know. E-mail our support team at [support@bemeramerica.com](mailto:support@bemeramerica.com). If, for any reason, you are unsatisfied with your BEMER purchase, you can request a 30-day money back guarantee. The following BUS products are included in the money back guarantee:

BUS3000 Plus Complete (001212) and accessories

BUS3000 VET Complete (001205) and accessories

9.3. The money back guarantee applies solely to the products listed above. All returned merchandise must be in the original packaging, including manuals, accessories, cables, etc. with "Money Back Return" clearly printed on the outside of the package. A copy of the original Invoice must be included. Units to be returned should be packed carefully. All returned items must be shipped via FedEx, UPS, or DHL to be able to track them for delivery. Return requests must be made within 30 days of the purchase date. All additional items must be returned together with purchased items in order to receive a refund. Any shipping and/or handling charges on the original order cannot be refunded. We must levee a restocking fee of 10% of the cost of items returned. Items damaged in any way are excluded from this money back guarantee.

9.4. Our 30-Day Money Back Guarantee is applicable to sales charged and shipped by BUS. All BUS units sold directly from IBD from their own private inventory are to be guaranteed by the IBD following the same guidelines as BUS.

#### 10. Rentals

10.1. A refundable Fixed Rental Deposit Payment is due in advance. Renter authorizes Provider to charge their credit card should any payment(s) and any applicable costs not be fully paid as agreed. Renter must return the **BEMER 3000 Plus** to Provider in "as new condition" on or before the Rental Return Date and in accordance with the following instructions.

10.2. Deliver in person or send by insured UPS or Federal Express at Renter's expense.

10.3. "As new condition" means that the provider reserves the right to replace or repair at the Renter's expense any items or parts deemed soiled, damaged, or lost upon the return inspection.

Renter agrees to pay the full unit cost of **\$3,490.00** if Renter does not return the **BEMER3000 Plus** for whatever reason on or before the Rental Return Date. All payments are due immediately upon written demand for payment.

10.4 BUS will not honor the 30 Day Money Back Guarantee in case of returns stemming from any of BUS rental programs.

#### 11. Agreements of Renter

11.1. Renter agrees that the **BEMER3000 Plus** is for Renter's personal use only.

11.2. Renter agrees to use the **BEMER3000 Plus** only in accordance with the manufacturer's instructions, a copy of which is included with the **BEMER 3000 Plus** unit. Upon signing the "Terms & Conditions" the renter agrees to reading the manufacturers instructions included with the unit.

11.3. Renter acknowledges that the **BEMER3000 Plus** has not been approved for use as a medical product by the United States Food and Drug Administration, and is not intended for use in diagnosis, treatment or cure of any specific disease.

11.4. Renter agrees to take full responsibility for their own health while using the **BEMER3000 Plus**.

11.5. **All persons are encouraged to discuss and obtain diagnoses of their medical conditions from their own healthcare practitioner in advance of using the BEMER3000 Plus.** Renter agrees that no medical claims have been made, intended or implied in connection with the rental, use or performance of the **BEMER3000 Plus**.

Renter acknowledges that provider makes no representations, warranties, conditions, or covenants, either express or implied (including without limitation, any express or implied warranties or conditions of fitness for a particular purpose or related to the performance or non-performance of this device). In connection with renter's rental and use of this **BEMER 3000 Plus**, provider shall not be liable to renter, and renter wives any rights it may have to seek any damages whatsoever, be they direct, special consequential, incidental, exemplary, or indirect damages, including, without limitations, loss of earning. Renter agrees to indemnify, defend and hold harmless provider from and against all liabilities, obligations, losses, damages, penalties, judgments, suits, costs, expenses and disbursements of every kind or nature (including the reasonable fees and disbursements of counsel to provider in connection with any investigative, administrative or judicial proceeding, whether or not provider is designated as a party to such proceedings) arising from renter's breach of the **BEMER 3000 Plus** rental agreement and/or renter's use of this equipment.

#### 12. Customer/IBD Responsibility and Waiver and Consent

By accepting this AGREEMENT setting forth the "Terms and Conditions" and "Waiver of Liability", I affirm, as if under oath, and state truthfully that:

12.1. I am a competent adult at least 18 years of age.

12.2. I am permitted by law in my locale to receive the product I am requesting for my personal purposes.

12.3. I understand the product(s) purchased from BUS are not intended for use in diagnosis, treatment, cure, or mitigation of any specific disease.

12.4. I acknowledge that BUS does not practice medicine.

12.5. I acknowledge that the IBD are not employees of BUS, rather they are independent contractors who forward my information to BUS for review and response. Accordingly, I hereby indemnify, release and hold harmless BUS from any and all claims and liabilities related to any negligent act or omission of the IBD.

12.6. I acknowledge that all information, products, and services are provided "as is" without any warranty of any kind, express or implied. By my use of the product, I acknowledge that such use is at my sole risk. I also agree that the aggregate liability of BUS arising from or related to my product use, regardless of the form of action or claim (for example, contract, warranty, tort, negligence, strict liability, professional malpractice, fraud, or other bases for claims), is limited to the purchase price of the

possibility of such understand and agree that BUS is not responsible for the intentional or negligent acts or omissions of any health care provider or BUS IBD to whom BUS may refer me.

12.7. I acknowledge that some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

### 13. Frustration

Neither party is responsible for non-performance in case of circumstances beyond its reasonable control (force majeure) including without limitation, strikes, terrorist acts, war, supplier/transport/production problems, exchange fluctuations, governmental or regulatory actions, or natural disasters. Either party shall be entitled to a reasonable extension of time for performance; however, if such circumstance should last longer than 60 days, each party has the right to terminate without compensation by providing notice in writing.

### 14. Data Protection

Personal data obtained by BUS from Customer shall be held and processed in accordance with all applicable laws and consistent with BUS's Privacy Policy. BUS may share such personal data with other BUS entities, agents, or subcontractors performing services for BUS. BUS may also transfer personal data to affiliated companies worldwide. In such case BUS will apply reasonable safeguards to protect such personal data.

### 15. Privacy

BUS does not sell, lease, lend or give away information about its customers to third parties. In the event BUS chooses to transfer customer information to a third party in the future, BUS will first inform you of its intention by mail and give you an opportunity to opt-out of any such use. Notwithstanding the above, BUS reserves the right to reveal information regarding customers in response to inquiries from law enforcement personnel or other legal enquiry without notice to you upon receipt of a proper request, such as a warrant or subpoena.

### 16. Termination

Either party may terminate if the other: (i) commits a material or persistent breach of this Agreement and fails to remedy such breach within 30 days of written notice or (ii) the other becomes insolvent or is unable to pay debts as they fall due. BUS may typically terminate this Agreement with immediate written notice if Customer: (i) defaults in payment and such default has not been cured within 2 weeks despite BUS having given Customer notice of such default and set a term for payment or (ii) Customer breaches or BUS reasonably suspects Customer has breached export control laws.

### 17. Law and Jurisdiction, Severability, Notices

17.1. I agree that this Agreement will be governed and construed in accordance with the laws of the State of Florida. BUS and I expressly submit to the exclusive jurisdiction and venue of Orange County, Florida in all disputes arising out of or related to this agreement. It is also agreed that in the event of any dispute between the parties, BUS and I agree to mandatory mediation before a neutral arbitrator prior to the institution of any litigation.

17.2. It is understood that the failure of BUS to enforce any provisions of this agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce any terms or conditions of this agreement or to act with respect to similar breaches.

17.3. If any part of this Agreement is found to be unenforceable by a court, the rest of this agreement is unaffected.

17.4. All notices must be in writing and sent to a legal officer of each party, at the address provided on the invoice.

### 18. Disclaimer: Health Related Information

BUS products are wellness and fitness systems. All information presented by BUS is intended to be used for educational and/or informational purposes only. BUS products are in no way a substitute for professional medical care. There are no health benefit claims being made concerning BUS products. Statements made have not been evaluated by the FDA or other governmental agencies and are not intended to diagnose, treat, cure or prevent any medical conditions or diseases. All testimonials express the opinion and experiences of customers, IBD and not that of BUS. The word therapy used herein is not used to refer to any medical therapy but to general non-medical therapy, e.g., aroma therapy or exercise therapy. Do not use the information for diagnosing or treating any health problems or diseases. Please consult with your own physician or healthcare practitioner if you have medical concerns.

18.1. According to the legally appointed parameters, BUS, its directors, managers, employees, staff, and representatives of any kind are exempt from any liability and are released from any claims by IBDs or customers with regard to loss of profits, direct, indirect, specified or resulting damages, as well as all other damages arising from:

- a) Violation of Company Guidelines by a IBD,
- b) Promotion and conducting of the IBD business through a IBD and all of his/her activities in connection to such.

c) Lack of or incorrect data submitted by the IBD, or the failure by the IBD to forward data or information which BUS needs to conduct business, including the unrestricted acceptance of the marketing plan and the payment of commissions.

**Declaration of Consent**

By signing these Terms & Conditions and Waiver of Liability, IBD agrees to limit the amount of any liability claims against BUS, regardless of their nature, to the difference between the amount equivalent to the cost of products purchased from BUS and the amount to be gained through resale of the goods.

I agree with, I have read, and I understand and accept this Agreement entered into with BUS, my International Support Team.

\_\_\_\_\_  
**Customer/Applicant Signature**

\_\_\_\_\_  
**Date/Place**