

# General Information

on Product Ordering and Management



**FRESENIUS  
MEDICAL CARE**

# Table of Contents

This catalog was authored in the United States for a North American audience. Not all products in this catalog are licensed for sale in Canada.

General Information.....	1
Warranties.....	1
Order/Delivery Policy.....	2
Returned Goods Policy.....	4
Equipment/Spare Parts.....	5
Billing Information.....	6
Important Telephone Numbers.....	7



# Directory of Services

## General Information

PRODUCT(S) shall mean EQUIPMENT and DISPOSABLES.

DISPOSABLES shall mean any hemodialysis or peritoneal dialysis (PD) product other than EQUIPMENT.

EQUIPMENT shall mean hemodialysis machines, peritoneal dialysis cyclers, and other related equipment.

Drug and Service State Licensing Requirements: CUSTOMER agrees to obtain and maintain all state-mandated licenses and/or permits required for the purpose of purchase, use, and distribution of Fresenius Medical Care Renal Therapies Group, LLC (Fresenius Renal Therapies), a division of Fresenius Medical Care PRODUCT(S). CUSTOMER shall provide all applicable license and permit information to Fresenius Renal Therapies upon request.

Before shipping to home patients, a prescription for a period not to exceed one (1) year must be obtained.

Tax Exempt Status: A CUSTOMER that is exempt from taxation is required to provide appropriate certification to Fresenius Renal Therapies' Finance Department.

PRODUCTS sold are not for resale.

## Warranties

Fresenius Renal Therapies warrants that the PRODUCT(S) manufactured by Fresenius Renal Therapies, when used in accordance with the directions on the labeling, is fit for the purposes and indications described on the labeling. The applicable manufacturer under the manufacturer's warranty will cover PRODUCTS not manufactured by Fresenius Renal Therapies, and Fresenius Renal Therapies provides no warranty for PRODUCTS not manufactured by Fresenius Renal Therapies.

The Warranty does not apply to any PRODUCT that is misused, abused, neglected, tampered with, or damaged by accident, flood, fire or other hazard. If the PRODUCT(S) is not used in accordance with manufacturer's instructions, the product warranties are void and of no effect. There are no other express or implied warranties, including any warranty of merchantability or fitness for a particular purpose. Fresenius Renal Therapies shall not be liable for proximate, incidental, or special damages.

All warranties in this Policy shall be construed to comply with the Warranty Safe Harbor found at 42 C.F.R. 1001.952(g).

THE WARRANTY IN THIS SECTION SHALL BE IN LIEU OF ANY OTHER WARRANTY EXPRESSED, IMPLIED OR STATUTORY, RESPECTING PRODUCTS, AND FRESENIUS RENAL THERAPIES MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN CONTRACT, TORT OR UNDER ANY OTHER THEORY AGAINST FRESENIUS RENAL THERAPIES WITH RESPECT TO FRESENIUS RENAL THERAPIES PRODUCTS AND THEIR USE, SHALL BE THE REPLACEMENT OR REPAIR OF THE PRODUCTS AND NO OTHER REMEDY (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES) SHALL BE AVAILABLE TO CUSTOMER. FRESENIUS RENAL THERAPIES SHALL HAVE NO FURTHER OBLIGATION OR LIABILITY WITH RESPECT TO THE PRODUCTS AND PARTS, OR THEIR SALE, OPERATION AND USE, AND FRESENIUS RENAL THERAPIES NEITHER ASSUMES, NOR AUTHORIZES THE ASSUMPTION OF, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH PRODUCTS AND PARTS.

## Equipment

Fresenius Renal Therapies warrants to CUSTOMER that EQUIPMENT delivered is free from defects in material or workmanship for the periods specified in the appropriate Operator's Manual (which outlines the complete warranty), provided the EQUIPMENT is used and maintained in accordance with the manufacturer's operating instructions. Parts installed which have been purchased from vendors other than Fresenius Renal Therapies shall void all applicable warranties.

**The Warranty does not apply to any equipment that is misused, abused, neglected, tampered with, damaged by accident, flood, water, fire or other hazard, subjected to abnormal or unusual electrical or fluid stress, improperly installed or operated, or not maintained in accordance with the routine maintenance schedule set forth in the Operator's and Technician's manual for the equipment. Periodic preventative maintenance required to maintain proper machine operation is not covered under the Warranty. Warranty does not provide replacement dialyzers or any other compensation during the period that CUSTOMER'S equipment is inoperative.**

Fresenius Renal Therapies shall repair or replace, at its option, using new or reconditioned parts and/or subassemblies, any parts subject to this warranty that are proven defective in materials or workmanship. Such repair or replacement shall be made without cost to CUSTOMER and Fresenius Renal Therapies reserves the right to determine the location at which the repair or replacement will be accomplished.

# Directory of Services

## Order/Delivery Policy

All orders shall be subject to the terms and conditions of this policy and shall not be subject to the terms, conditions, or provisions of any order confirmation, except to the extent that such confirmation specifies quantities.

Fresenius Renal Therapies shall use commercially reasonable efforts to fill orders, but Fresenius Renal Therapies shall not be liable for non-performance or delays caused by a supply shortage of raw materials, manufacturing problems, delivery or labor problems, acts of regulatory agencies, discontinuation of a product line, acts of God, or causes beyond its control. CUSTOMER agrees that in such events, Fresenius Renal Therapies may allocate PRODUCTS among all CUSTOMERS without liability.

### Freight and Distribution

Published prices for DISPOSABLES include freight and distribution charges as long as the order is placed five (5) business days prior to the scheduled delivery date. All home hemodialysis patient orders that are less than three hundred dollars (\$300) may be subject to a delivery charge of one hundred seventy-five dollars (\$175). Published prices for EQUIPMENT do not include freight and distribution charges. These charges shall be arranged and billed separately.

CUSTOMER is responsible for all freight and distribution charges for all PRODUCTS when expedited order processing and delivery is required, unless specifically provided in this policy.

All shipments are considered "contiguous USA only" unless otherwise mutually agreed to in writing by CUSTOMER and Fresenius Renal Therapies.

All EQUIPMENT shall be sold FOB Concord, California. All other PRODUCT(S) sold hereunder shall be sold FOB Destination as long as the PRODUCT(S) are delivered in accordance with this policy.

### Peritoneal Dialysis (PD) Cyclers Delivery/Pickup

A cycler delivery charge of one hundred dollars (\$100) will apply for new orders. A cycler pickup charge of one hundred dollars (\$100) will apply.

### Damaged or Lost PD Cycler

CUSTOMER assumes the entire risk of loss of or damage to the cycler. In such cases, CUSTOMER will be invoiced a fee of six thousand dollars (\$6,000) to cover the costs of such a loss. In the event the cycler is not returned according to Fresenius Renal Therapies' Order/Delivery Policy within thirty (30) days, the fee shall be invoiced and be payable to Fresenius Renal Therapies immediately.

### PD Vacation Cyclers

If CUSTOMER would like to order a cycler for delivery to an alternative location, a two hundred fifty dollar (\$250) charge will apply. All applicable cycler delivery/shipping/pickup charges apply. If the cycler is not returned within thirty (30) days of delivery, the Damaged or Lost cycler fee of six thousand dollars (\$6,000) will be charged.

### Scheduled Deliveries

CUSTOMER and Fresenius Renal Therapies shall develop a mutually agreeable delivery schedule, and CUSTOMER'S delivery days shall be set according to such schedule. Altering this delivery schedule represents an exception and may be discussed with the Fresenius Renal Therapies Sales representative and/or Customer Service, who shall review any proposed changes with Distribution prior to making changes.

All delivery frequencies and days shall be maintained in Fresenius Renal Therapies' transaction management system to determine if an order represents a scheduled or unscheduled delivery. All home patients shall receive a calendar indicating their ordering days and scheduled delivery days. Units/clinics may request a calendar at any time.

All orders delivered on a scheduled delivery date which are placed with Customer Service no later than five (5) business days prior to the scheduled delivery date are shipped FOB Destination. Orders may be placed by telephone or fax. Upon request, all originators of faxed orders shall receive a faxed Sales Order Confirmation. Scheduled orders received or existing orders changed with less than five (5) business days prior to the scheduled delivery date may be subject to a distribution service fee of one hundred dollars (\$100). Any expedited orders from hospitals or centers during normal business hours may be subject to a fee of one hundred fifty dollars (\$150); outside of business hours, three hundred fifty dollars (\$350); and Will Call, fifty dollars (\$50).

Should Fresenius Renal Therapies initiate a modification in delivery schedules due to route realignment, holiday shipping schedules, or pre-negotiated accelerated orders or special orders, CUSTOMER shall not incur freight charges for the shipment of these items, even if shipped commercially.

# Directory of Services

## Order/Delivery Policy, Continued

### Off-Schedule Deliveries

Orders requiring off-schedule delivery shall be shipped FOB Origin. Commercially reasonable attempts shall be made to make the off-schedule delivery on the Fresenius Renal Therapies Fleet. FOB Origin deliveries made on the Fresenius Renal Therapies Fleet may be subject to a freight charge of one hundred seventy five dollars (\$175). All other off-schedule deliveries shall be shipped commercial carrier, FOB Origin, and all actual incurred freight charges shall be added to the invoice.

Freight charges shall be waived automatically for any off-schedule delivery due to the following:

- a) Initial order for new home patients (PD and Home Hemo dialysis);
- b) Training or retraining home patient supply shipments to the unit;
- c) Error on the part of Fresenius Renal Therapies; or
- d) Any event out of the patient's control based on the result of a change in therapy or a medical condition that requires an off-schedule delivery. This includes changes in modality, fill volumes, dextrose percentage or solution changes. Every effort should be made to minimize the amount of additional product required until the next scheduled delivery date for the patient.

### Acute Hospital Freight Policies

Recognizing that acute hospitals have unique delivery and service requirements, they may select one of the following three (3) options regarding their deliveries:

- a) Fresenius Renal Therapies and CUSTOMER negotiate a mutually agreeable delivery frequency but not to exceed once weekly. All shipments shall be FOB Destination.

- b) Utilize a third-party distributor when delivery frequency greater than once a week is required. All fees with third-party distributor are at the CUSTOMER'S expense.

- c) Orders placed and shipped as requested by the account with no pre-determined delivery schedule or frequency. All shipments shall be FOB Origin. If the delivery can be made on the Fresenius Renal Therapies Fleet, the account may be subject to a delivery fee of one hundred fifty dollars (\$150). If the delivery cannot be made on the Fresenius Renal Therapies Fleet, a common carrier shall be used, and all commercial carrier charges shall be invoiced to CUSTOMER.

### Receipt and Verification

All deliveries must be verified within two (2) business days from receipt in order to receive credit for shortages or to have PRODUCT(S) replaced without incurring delivery charges. After the two- (2) day period, standard return goods policies are in effect. It is incumbent upon the clinic and patients to verify their deliveries to ensure that all items ordered and shipped are received.

### Proof of Delivery

The Fresenius Renal Therapies invoice and packing list must be retained as proof of delivery. Subject to availability and within three (3) months following the date of shipment, requests for additional documentation of delivery (e.g., carrier delivery logs) may be subject to a service charge of thirty-five dollars (\$35).

# Directory of Services

## Returned Goods Policy

Due to the nature of Fresenius Renal Therapies' PRODUCTS, the contents are subject to damage in transit to CUSTOMER. All orders must be counted and inspected for damage prior to acceptance of delivery from the carrier. Any exception should be noted on CUSTOMER'S copy of the carrier's freight bill, and the driver must countersign the freight bill. Exceptions must be reported within two (2) business days to the designated Customer Service representative in order to receive all authorized credits.

All returns must be arranged through Fresenius Renal Therapies' Customer Service Department. Requests for return from customers must include an accurate count of product and batch number being returned and must be accompanied by matching Fresenius Renal Therapies documentation (i.e., a counter signed carrier's freight bill or invoice). Customer must ensure that Products are packed for shipment. All PRODUCTS returned to Fresenius Renal Therapies must have a Returned Goods Authorization (RGA) number. Any PRODUCT returned to Fresenius Renal Therapies without a corresponding RGA number shall not be credited.

### Disposables

This policy applies to all DISPOSABLES originally delivered to hospitals, centers, or home patients, unless otherwise indicated. DISPOSABLES must be returned in the original, unopened carton.

DISPOSABLES that have not been stored in a sanitary manner or in accordance with PRODUCT(S) storage statements cannot be returned or credited. Verification of proper storage may be required for credit.

DISPOSABLES provided at no charge are not eligible for credit, but are still subject to the terms of this Policy.

Prior notification and approval by Fresenius Renal Therapies is required to return any DISPOSABLES. Credit shall not be issued without prior notification of the return and unless returned in accordance with this policy. Approval to return DISPOSABLES does not guarantee credit. Fresenius Renal Therapies does not assume liability for DISPOSABLES returned without prior notification.

All DISPOSABLES returned to Fresenius Renal Therapies may be subject to a restocking/processing fee of seventy-five dollars (\$75) per return shipment, plus two hundred dollars (\$200) per refused shipment, and/or one hundred dollars (\$100) per redelivery. The only exception to the restocking fee is DISPOSABLES shipped in error by Fresenius Renal Therapies, provided the CUSTOMER reports the error within two (2) business days of delivery.

All returns must be arranged through Fresenius Renal Therapies' Customer Service Department. Return pickups should be scheduled on the customer's regularly scheduled delivery date. All off-schedule return pickups may be subject to an off-schedule service fee of one hundred seventy-five dollars (\$175). CUSTOMER must ensure that DISPOSABLES are packed for shipping.

DISPOSABLES shipped in error by Fresenius Renal Therapies must be reported within two (2) business days and returned within thirty (30) days of shipment to receive one hundred percent (100%) credit.

DISPOSABLES ordered in error by CUSTOMER must be reported within two (2) business days and returned within thirty (30) days of shipment to receive one hundred percent (100%) credit, with the exception of peritoneal dialysis solutions returned from home patients (which may not be returned for credit). All such returns must be arranged through Fresenius Renal Therapies' Customer Service department, and CUSTOMER is fully responsible for all associated costs.

DISPOSABLES returned after thirty (30) days of shipment but within ninety (90) days of shipment shall be considered EXCESS STOCK. Return of EXCESS STOCK must be arranged through Fresenius Renal Therapies' Customer Service department, and CUSTOMER is fully responsible for all associated costs. DISPOSABLES returned after ninety (90) days from shipment are not eligible for credit.

EXCESS STOCK shall be eligible for return or credit under the following circumstances:

- a) EXCESS STOCK with less than three (3) months remaining to expiration may not be returned for credit.
- b) EXCESS STOCK returned from a hospital or center shall be credited at fifty percent (50%).
- c) EXCESS STOCK returned from HOME PATIENTS, with the exception of peritoneal dialysis solutions (which may not be returned for credit) shall be credited at fifty percent (50%) only in the instances of death, transplantation, or permanent return to center.

# Directory of Services

## Equipment/Spare Parts

Purchased EQUIPMENT is not returnable unless SHIPPED IN ERROR BY Fresenius Renal Therapies or ORDERED IN ERROR BY CUSTOMER. Leased, rental, trade-in, and/or evaluation equipment may be returned as governed by the terms of this policy.

All EQUIPMENT returns are at CUSTOMER'S expense, and EQUIPMENT must be in the same condition as when delivered to CUSTOMER, normal wear and tear excepted. CUSTOMER shall deliver the EQUIPMENT to such place or on board such carrier, packed for shipping, as Fresenius Renal Therapies may specify. CUSTOMER is fully responsible for return of EQUIPMENT including all associated charges with the exception of return due to equipment shipped in error by Fresenius Renal Therapies. CUSTOMER shall give Fresenius Renal Therapies prior written notice that it is returning EQUIPMENT. Any/all credits are subject to final credit approval.

Due to the nature of Fresenius Renal Therapies' PRODUCTS, the contents are subject to damage in transit to CUSTOMER. All orders must be counted and inspected for damage prior to acceptance of delivery from the carrier. Any exception should be noted on CUSTOMER'S copy of the carrier's freight bill, and the driver must countersign the freight bill. Exceptions must be reported within two (2) business days to the designated Customer Service representative in order to receive all authorized credits.

Exchangeable parts must be returned to Fresenius Renal Therapies within ninety (90) days of purchase date to receive proper credit. Parts must be repairable and/or reusable. An RGA number must be requested at the time of the purchase or within ninety (90) days of the purchase. Parts returned after ninety (90) days shall not be credited, and the associated RGA form shall be canceled. Return freight charges are the responsibility of CUSTOMER.

Warranty Parts: Defective parts must be returned to Fresenius Renal Therapies within thirty (30) days of CUSTOMER'S receipt of replacement part to receive proper credit. To place an order for a replacement part under parts warranty, CUSTOMER must supply the serial number of the machine, purchase order number, invoice number, or order number under which the part was originally purchased at the time the order is placed. An RGA shall be issued at the time the order is placed for the defective part. If the defective part is not returned within thirty (30) days from the date of the RGA, CUSTOMER agrees to pay for the replaced part at list price. Returned parts that are not actually under warranty, based on the manufacture date, shall also be invoiced at list price. All warranties in this policy shall be construed to comply with the Warranty Safe Harbor found at 42 C.F.R. 1001.952(g).

Each part returned to Fresenius Renal Therapies must have a corresponding Material Travel Tag completed and attached securely to the part. If either the Material Travel Tag or the RGA form is not enclosed with the replacement part(s), CUSTOMER must contact the Parts Customer Service Department to obtain the RGA number to be recorded on the Material Traveler Tag.

Spare parts ordered by CUSTOMER may be subject to a restocking fee of twenty percent (20%). Return freight charges are the responsibility of CUSTOMER. CUSTOMER must request an RGA from the Parts Customer Service Department to return items.



# Directory of Services

## Billing Information

### Terms of Sale

All orders are subject to credit approval and acceptance by Fresenius Renal Therapies.

Payment terms stated on the invoice are those in effect as of the date of the order. Subject to change, sales are made by Fresenius Renal Therapies. Upon request, CUSTOMER shall supply the following financial information certified by an independent certified public accountant: Complete fiscal financial statements (within ninety [90] days of the close of CUSTOMER'S fiscal year) and quarterly unaudited balance sheet and income statement (within forty-five [45] days of CUSTOMER'S quarterly close).

Cash discounts, if applicable, will only be allowed on that portion of each invoice paid within the discount period.

Invoices which are not paid according to the terms of the sale are subject to a late payment charge. Additionally, Fresenius Renal Therapies reserves the right to require payment in advance of shipment if CUSTOMER is delinquent in its payment for past purchases.

Payment must be made within the terms of the sale.

### Prices

PRODUCTS are priced at the amount indicated for the selling unit of measure ordered. Prices and specifications are subject to change without notice. All items priced at current price as of invoice date.

EQUIPMENT service will be performed during normal business hours at a standard labor rate. EQUIPMENT service performed after normal business hours, on weekends, and holidays will be charged at a premium labor rate. Travel and other expenses may apply.

Published prices are exclusive of all taxes. CUSTOMER shall be responsible for payment of all applicable state and local sales, use, and/or gross receipt tax resulting from transactions with Fresenius Renal Therapies regardless of placement of liability for the tax by the law.

### Discount Disclosure Statement

Prices invoiced for the goods purchased reflect any negotiated discounts, and rebates may apply to purchases. Any discounts, rebates or deductions from Fresenius Renal Therapies' list price or other concessions received by CUSTOMER from Fresenius Renal Therapies are "Discounts or Other Reductions in Price" under 42 U.S.C. § 1320a-7b(b)(3)(A). The parties shall comply with all laws and regulations (including 42 C.F.R. 1001.952[h]) regarding reporting of any discount, rebate, or other concession in the fiscal year of the CUSTOMER in which it was earned or the year after, and report any discount, rebate, or other concession, consistent with applicable rules. Fresenius Renal Therapies shall provide additional information requested by the applicable Medicare or state health care program to assist CUSTOMER in meeting its reporting requirement.

### Invoices

PRODUCT is billed after it is shipped. The invoice reflects the product code, description, price, and, if applicable, freight, handling, and tax. The invoice number, date, and remittance address are located on the invoice.

### Statements

Statements of account are issued monthly. Statements identify all open items. All past due balances not in dispute must be remitted immediately.

### Credit and Disputes

Only amounts which are disputed in good faith may be withheld pending resolution. Any portion of an invoice not in dispute must be remitted within the terms of the sale. Invoices in dispute must be resolved with the Accounts Receivable Department.



# Directory of Services

## Important Telephone Numbers

### Customer Service/Order Entry - Disposables and Parts

Address: 1586 S. Lakeside Drive  
Waukegan, IL 60085  
Telephone: 800-323-5188  
Disposables Fax: 781-372-9559  
Spare Parts Fax: 781-419-8951

When ordering, please include the following information:

- Account Number
- Hospital or Center Name
- Complete Delivery Address
- Requested Delivery Date
- Purchase Order Number
- Contact Name
- Contact Telephone Number

### Technical Service - Repairs, Technical Support and Training Inquiries

Address: 4040 Nelson Avenue  
Concord, CA 94520  
Telephone : 800-227-2572

When ordering, please include the following information:

- Account Number
- Hospital or Center Name
- Complete Delivery Address
- Requested Delivery Date
- Purchase Order Number
- Contact Name and Telephone Number

### Customer Service/Order Entry - Equipment

Address: 920 Winter Street  
Waltham, MA 02451  
Telephone: 800-662-1237 X4589  
Fax: 781-699-9735  
Email Address: Equipment.Orders@fmc-na.com

When ordering, please include the following information:

- Account Number
- Hospital or Center Name
- Complete Delivery Address
- Requested Delivery Date
- Purchase Order Number
- Purchase, Lease or Rental
- New or Refurbished
- Contact Name and Telephone Number

### Accounts Receivable Inquiries

Telephone: 800-662-1237  
Fax: 781-699-9065  
(Includes invoice and statement inquiries.)

### Credit Inquiries

Telephone: 800-662-1237  
Fax: 781-699-9087

### Emergency Customer Service - Disposable Products

Telephone: 800-323-5188

**FMCNA.COM**

Fresenius Renal Technologies, a division of Fresenius Medical Care North America  
920 Winter Street, Waltham MA 02451  
Customer Service: 800-662-1237 | Technical Support: 800-227-2572

© 2015, 2019, Fresenius Medical Care. All Rights Reserved. Fresenius Medical Care, the triangle logo and Fresenius Renal Technologies are trademarks of Fresenius Medical Care Holdings, Inc. or its affiliated companies. All other trademarks are the property of their respective owners. P/N 102710-01 Rev D 08/2019



**FRESENIUS  
MEDICAL CARE**