



Urocare Products, Inc.  
2735 Melbourne Avenue  
Pomona, CA 91767-1931, U.S.A.  
Phone: (909) 621-6013  
Fax: (909) 621-4436  
email: [sales@urocare.com](mailto:sales@urocare.com)  
Website: [www.urocare.com](http://www.urocare.com)

# INVOICE

DATE	NUMBER	PAGE
04/03/24	134434	1

## BILL TO

Byram Healthcare Centers, Inc.  
120 Bloomingdale Road, Ste 301  
White Plains NY 10605

## SHIP TO

Byram Healthcare Centers, Inc.  
1340 Storm Parkway  
Torrance CA 90501-5041

ACCT. NO.	CUSTOMER P.O. NO.	ORDER DATE	OUR ORDER NO.	TERMS	DATE DUE
BGM800	1416252	04/03/24	116879	NET 30 DAYS	05/03/24

### SPECIAL INSTRUCTIONS:

ORDERED	SHIPPED	BACK ORD	PRODUCT NUMBER	DESCRIPTION	U/M	UNIT PRICE	EXTENSION
1	1	0	4403	URINAL KIT MALE VELCRO LRG #4422/#44	BX	56.76	56.76
2	2	0	500003	ADHESIVE SIL URO-BOND 3 3OZ(88.7ML	EA	38.74	77.48
7	7	0	5100	STRIPS ADH UROFOAM-1 SINGLE-SIDED BX	BX	14.69	102.83
1	1	0	51043550	CATH EXT URO-CON 4" LRG 35MM CS/	CS	47.50	47.50
1	1	0	600512	ADAPTER STRGHT-THRU W/CLAMP 5.5" C	CS	36.12	36.12
2	2	0	600831	TUBING RBR WHT LRG 0.31" X 10'(8MM	EA	20.73	41.46
25	25	0	6061	TUBE VNYL CLR ADAPTER CAP 60"(1.5M)	EA	5.97	149.25
1	1	0	6342	STRP FBRC LEG SPORT S/M 15~24"(38~61	EA	8.33	8.33
2	2	0	6348	STRP FBRC LEG LWR SML 7~13"(18~33CM)	EA	8.54	17.08
6	6	0	6380	STRP KIT FBRC LEG FITZ-ALL BT(6374/6	PK	9.60	57.60
1	1	0	6390	STRAP FBRC LEG BAG UNI 24"(61CM) SET	PK	6.25	6.25
1	1	0	70021612	CLEANSER URINE APPL UROLUX 16OZ	CS	97.08	97.08
1	1	0	8516	BAG LTX UROCARE SPRT-LT LRG 16OZ(500	EA	39.84	39.84
2	2	0	8532	BAG LTX UROCARE LRG-OVAL 32OZ(1000ML	EA	41.62	83.24
1	1	0	9510	BAG LTX UROCARE SPRT-RT SML 10OZ(300	EA	37.29	37.29

WE DO NOT ISSUE STATEMENTS  
PLEASE PAY FROM THIS INVOICE

Subtotal 858.11  
Tax ( 0.0000) 0.00  
Freight 74.79

Tracking #725496898479

	TOTAL WEIGHT (LBS) 30.9	SHIPPED VIA FedEx Grnd	PLEASE PAY THIS AMOUNT CURRENCY (US\$)	932.90
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Interest is charged at 2% per month (\$35.00 minimum) on past due accounts.  
If placed with an attorney for collection, purchaser agrees to pay all collection  
charges and reasonable attorney's fees.

Wed Apr 3 2024 2:16 PM MR

Make checks payable to: **Urocare Products, Inc.**

FN: INVFRM-10416000G

# TERMS AND CONDITIONS OF SALE

**1. FORMATION OF CONTRACT:** AGREEMENT between Urocare Products, Inc., 2735 Melbourne Avenue, Pomona, CA 91767 (Urocare) and CUSTOMER whose name appears on the front of this invoice for the sale to CUSTOMER of products manufactured by or for Urocare and/or products supplied by others and distributed by Urocare. CUSTOMER and Urocare agree that all products acquired from Urocare shall be subject to the terms and conditions of this Agreement. If any of the provisions of CUSTOMER's purchase order or other writings are in addition to or in conflict with the terms and conditions of this acknowledgment, or are ambiguous; those additional, conflicting, or ambiguous terms and conditions are expressly rejected and the terms and conditions of this acknowledgment shall govern. These terms and conditions may not be varied, or CUSTOMER's order terminated in any manner unless by a written agreement subsequently signed by an officer of Urocare. Other representatives of Urocare are not authorized to vary the conditions herein set forth. The CUSTOMER agrees to accept product under the terms and conditions of this Agreement. The CUSTOMER agrees with respect to products, to accept the responsibility of (1) their selection to achieve the CUSTOMER's intended results, (2) their use, and (3) the results obtained therefrom. The CUSTOMER also has the responsibility for the selection and use of, and results obtained from, any other products acquired outside this Agreement and used with the products.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT THIS AGREEMENT AND ANY OTHER APPLICABLE UROCARE AGREEMENTS, AMENDMENTS, MODIFICATIONS, AND EXHIBITS, INCLUDING THOSE EFFECTIVE IN THE FUTURE REFERENCING THIS AGREEMENT OR EXPRESSLY MADE A PART HEREOF, WILL BE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATED TO THE SUBJECT MATTER HEREOF.

**2. AGREEMENT TO PURCHASE:** Urocare agrees to sell and CUSTOMER agrees to purchase the products set forth on CUSTOMER's purchase orders (P.O.'s), which are accepted by Urocare, whether or not such P.O.'s reference this Agreement.

**3. PRICES & PAYMENT:** All billings for products will be Urocare's then current published price in effect at the time CUSTOMER's purchase order is received. Unless otherwise specified or required by law, all prices will be quoted and billed exclusive of federal, state, and local excise, sales and similar taxes. Such taxes, when applicable, will appear as additional items on invoices. If exemption from such taxes is claimed, CUSTOMER MUST PROVIDE A CERTIFICATE OF EXEMPTION AT THE TIME OF PURCHASE ORDER. Payment assurances are required for all orders for non-standard Urocare products (whether custom or special ordered) all such orders are non-cancelable. Payment terms are prepaid or Open Account. Urocare accepts company checks, cashier's checks, or electronic funds transfers (ACH or EFT) as forms of payment. Cash on delivery (C.O.D.) and credit cards are not accepted. Purchasing on open account can only commence after receipt of a completed and approved Urocare credit application. Urocare reserves the right to revoke open account status without notice. Upon approval of credit by Urocare, terms of payment are net 30 days from "Date Due" shown on front of this invoice. Amounts not paid within 30 days of "Due Date" on front of invoice are subject to a late payment charge at the rate of 2% per month; or the maximum amount permitted by law (\$35 minimum). This late payment charge from previous month(s) shall be added to the balance and the late payment charge will be calculated on the total balance. Each shipment is considered a separate and independent transaction and payment shall be made accordingly. Checks returned unpaid to our bank are subject to a \$45 handling fee. CUSTOMER with returned check(s) will forfeit Open Account status and will be served on a Certified or Cashier's Check basis only until further notice. Orders under the minimum order amount will incur a \$30.00 administrative fee. Drop shipments to U.S. locations (destinations other than CUSTOMER's branches or warehouses) will incur a \$15.00 service fee in addition to normal shipping and handling charges.

**4. TAXES:** In addition to purchase price, Customer agrees to pay amounts equal to any taxes or fees resulting from this Agreement or any activities hereunder. CUSTOMER shall bear any personal property taxes after shipment.

**5. DISPUTES:** If Customer disputes any Urocare invoice, CUSTOMER must notify Urocare's finance department in writing within 30 days of the date of the disputed invoice (invoice date), or forever waive Customer's right to raise a dispute.

**6. TITLE:** Title passes to the CUSTOMER for each product when shipped or on the date Urocare receives CUSTOMER's order for its purchase, whichever is later.

**7. QUOTATIONS, PROFORMA INVOICES AND PURCHASE ORDERS:** All Prices are quoted in US Dollars (US\$), net, F.O.B. origin. All freight charges from point of original manufacture are to be paid by CUSTOMER. All prices are exclusive of any taxes and/or governmental fees on the "Sale and Use" of the products sold. Unless otherwise exempt, Customer will be invoiced for all such taxes and fees. Customer must provide proof of tax exemption prior to placing any order to avoid these fees; once charged, these fees are non-refundable—*no exceptions*. Quotations are given without engagement. All orders must include the name of the person placing the order. In the event a product is temporarily out of stock, Urocare **will not** backorder the product—packing slip will indicate all shipped items with their corresponding lot numbers.

**8. ACCEPTANCE:** All CUSTOMER orders for purchases shall be subject to acceptance by Urocare. The terms and conditions stated herein shall apply to all product purchases and no other terms or conditions, agreement, or understanding, oral or written, purporting to modify these Terms and Conditions of Sale, whether contained in CUSTOMER's purchase order or elsewhere, shall be binding on Urocare unless made in writing and accepted in writing by Urocare prior to placing an order.

**9. SHIPMENT:** All domestic shipments are F.O.B. origin. Title and risk of loss pass to CUSTOMER upon delivery to destination, the carrier acting as CUSTOMER's agent. Urocare will select carrier at time of shipment. All freight and handling charges from point of origin are to be paid by CUSTOMER. For non-domestic shipments, if the goods are to be delivered outside the United States, the cost of export packing and all export duties, license and fees will be borne by CUSTOMER. Urocare upon request will confirm and amend as necessary, the Estimated Shipment date of each on-order product. Prior to shipment, Urocare will make reasonable accommodation to a CUSTOMER-requested delay for up to 30 days. Failure by CUSTOMER to accept delivery of all products ordered subject to a quantity discount shall entitle Urocare to immediately invoice and CUSTOMER agrees to pay, for the products at the then current prices applicable to the quantity actually delivered.

**10. SECURITY INTEREST:** Urocare reserves a purchase money security interest in each product and any proceeds there from until payment in full is received by Urocare. CUSTOMER agrees to sign financing statements or other appropriate documents to permit Urocare to perfect Urocare's purchase money security interest. In the alternative, Urocare may file a copy of this Agreement to perfect Urocare's security interest, in which event information concerning the security interest may be obtained from Urocare.

**11. DELIVERIES:** Urocare will make a reasonable effort to meet the proposed delivery schedule, but shall not be liable for loss or damage resulting from delay in delivery due to causes beyond Urocare's control. Examples of such causes are: acts of God, war, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation, fuel facilities, energy, labor or procurement of materials. In the event of any delay caused by such contingency, Urocare may defer the delivery date for a period of time lost by reason of such delay. Delivery dates are based upon receipt by Urocare of all information to be furnished by the purchaser. Customer should inspect all goods upon receipt. In the event that goods are damaged during transport, it is CUSTOMER's responsibility to refuse the damaged portion of the shipment, note the exception(s) on both the carrier's and receiver's copies of the delivery receipts and forward one copy to Urocare. Claims for freight damage must be brought to Urocare's attention within two(2) business days; no claims will be honored after that time for any reason. Replacement or credit will be at Urocare's sole discretion and will be issued after receipt of exception-noted delivery receipt(s). In the event that goods have concealed damage, it is the CUSTOMER's responsibility to notify the carrier for immediate inspection. As consignee, you (Customer) are responsible for notifying Urocare of all freight claims within 48 hours—all packing materials and products must be retained for five(5) business days after a claim has been submitted or the claim may be rejected. Products shipped in error or short shipments by Urocare must be brought to Urocare's attention within two(2) business days of receipt of delivery—no claims will be honored after that time for any reason. As consignee, it is CUSTOMER's responsibility to notify Urocare of all freight claims within 48 hours—all packing materials and products must be retained for ten(10) business days after a claim has been submitted or the claim may be rejected.

**12. RETURNS:** All products, except discontinued or special order products, purchased by Customer may be returned for payment credit if the return is made within 30 days of invoice date—a 15% restocking fee will apply—shipping and handling charges are non-refundable. Customer will be charged a 25% restocking fee for all products returned thereafter. No product returns will be accepted by Urocare later than six months after date of invoice. When returning products, Customer must obtain an authorization number from Urocare's customer service department prior to returning product. Products not returned in original packaging or products damaged by Customer that cannot be resold, at Urocare's discretion, will be assessed a higher restocking fee or no payment credit may be granted. Urocare will not accept the return of expired, discontinued or special order products—*no exceptions*.

**13. HOLDS:** Urocare, at its discretion, may place a hold on shipments and/or refuse to accept orders if CUSTOMER is in arrears on payment or if amount ordered is in excess of CUSTOMER's approved credit limit; a waiver of this provision or any other Term or Condition by Urocare for a specific order or default shall not apply to any future order or default.

## 14. WARRANTIES:

**14.1 Warranties for Urocare manufactured products:** Products manufactured by Urocare acquired under this Agreement on the date of delivery are warranted free from defects in materials and workmanship for a period of 30 days under normal and proper use provided they are stored in their original packaging and maintained according to the product instructions. THERE ARE NO OTHER UROCARE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In the event of a malfunction or defect during the warranty period, as Urocare's sole obligation and CUSTOMER's sole remedy, Urocare agrees, at its option and expense, to repair or replace the malfunctioning products. Should it be deemed by Urocare that the product returned for evaluation was damaged by failure to properly maintain products or properly maintain a suitable environment, neglect, misuse, accident, acts of god, acts of third parties, use with products not supplied by Urocare for such purpose, the warranty shall be considered null and void.

**14.2 Warranties for Distributed Products:** The warranty for Distributed Products acquired under this Agreement, shall be the warranties, if any, passed through to CUSTOMER by the manufacturer and/or supplier of the Distributed Products. DISTRIBUTED PRODUCTS AND ANY OTHER NON-UROCARE PRODUCTS ARE NOT WARRANTED BY UROCARE AND ARE SOLD TO THE CUSTOMER ON AN AS IS BASIS. THERE ARE NO UROCARE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOWEVER, THE MANUFACTURERS WARRANTY, IF ANY, MAY APPLY, AND THE CUSTOMER MUST DEAL WITH THE MANUFACTURER ON SUCH MATTERS.

**14.3 Other Warranty Provisions and Warranty Disclaimer:** Repair or replacement under warranty provisions shall neither increase nor decrease the warranty period. FOR PRODUCTS RETURNED TO UROCARE UNDER WARRANTY, CUSTOMER MUST CONTACT UROCARE AND OBTAIN A RETURN AUTHORIZATION NUMBER BEFORE THE PRODUCTS MAY BE RETURNED. ON RECEIPT OF AUTHORIZATION TO RETURN THE PRODUCT, CUSTOMER SHALL RETURN THE PRODUCTS FREIGHT PREPAID. UROCARE SHALL HAVE NO OBLIGATION TO REPAIR OR REPLACE PARTS OR PRODUCTS WHICH: (1) BY THEIR NATURE ARE EXPENDABLE SUCH AS CONSUMABLES OR (2) ARE DAMAGED BY FAILURE TO PROPERLY MAINTAIN PRODUCTS OR PROPERLY MAINTAIN A SUITABLE ENVIRONMENT, NEGLIGENCE, MISUSE, ACCIDENT, ACTS OF GOD, ACTS OF THIRD PARTIES, USE WITH PRODUCTS NOT SUPPLIED BY UROCARE FOR SUCH PURPOSE. The Warranties under the Agreement are in lieu of any conflicting statement of limited warranty included with a product shipment, except that for products that are subject to Federal or State consumer warranty laws. Urocare does not warrant that the operation of the products will be uninterrupted or error free. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION.

**15. THIRD PARTY PRODUCTS:** Urocare may recommend to CUSTOMER third parties having products or services which may be of interest to CUSTOMER for use in conjunction with the products acquired hereunder. Notwithstanding any Urocare recommendation, referral, or introduction, CUSTOMER will independently investigate and test third party products and services and will have sole responsibility for determining suitability for use of third party products or services. Urocare has no liability with respect to claims relating to or arising from the use of third party products or services.

**16. LIMITATION OF REMEDIES:** The entire liability of Urocare and the CUSTOMER's exclusive remedy are set forth in this section. The liability of Urocare for damages to CUSTOMER for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the amount paid to Urocare for the products which caused the damages or that are the subject matter of, or are directly related to the course of action. The foregoing limitation of liability will not apply to claims by CUSTOMER for personal injury or damage to real property or tangible property caused by the negligence of Urocare. In no event will Urocare be liable for any damages caused by the CUSTOMER's failure to perform the CUSTOMER's responsibilities or for any lost profits, lost savings, or incidental damages, or any other consequential damages, even if Urocare have been advised of the possibility of such damages, or for any claim by the CUSTOMER based on any third party claim. Customer's sole remedy, and Urocare's sole liability for non-conforming goods rejected as provided herein, shall be limited to replacement of the products or at Urocare's sole option, refunding the portion of the price of such non-conforming products paid to Urocare. Urocare shall not be liable for any loss, charge or damages resulting from its inability to procure any products ordered by Urocare or for delays or failure to deliver products hereunder. IN NO EVENT SHALL UROCARE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, NOTWITHSTANDING ANY PROVISION OF A SUPPLEMENT OR OTHER DOCUMENTS, WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHER FORM OF ACTION, EVEN IF UROCARE HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**17. DISCLAIMER AND TRADEMARK NOTICE:** Urocare cannot be held responsible for typographical errors relative to size, description and/or pricing. Urocare reserves the right to discontinue any product at any time without obligation of prior notification. Constay, Fitz-All, Little Red Valve, Quick Drain Valve, Tracho-Foam, Uro-Bond, Uro-Cath, Uro-Con, Uro-Cup, Uro-Kit, Uro-Prep, Uro-Safe, Uro-Strap, Urocare, Urofoam and Urolox are trademarks and registered trademarks of Urocare Products, Inc., USA. All other trademarks or registered trademarks are the property of their respective owners.

**18. CONTROLLING LAW:** This Agreement shall be governed by, subject to, and construed according to the laws of the State of California. For purpose of applying California law, this Agreement shall be deemed to have been entered into and wholly performed in Los Angeles County, California. CUSTOMER and Urocare hereby irrevocably consent to the exercise of personal jurisdiction by the U.S. District Court California Southern District or the Superior Court of Los Angeles County and agree that any lawsuit arising from or any matter connected to any dispute between the parties or the interpretation or enforcement of these "Terms and Conditions" shall only be prosecuted in one of those Courts. Attorneys' fees and costs incurred by Urocare in connection with any legal action or proceeding with respect to the collection of any invoices which are in arrears shall be the CUSTOMER's responsibility.

**19. GENERAL:** This Agreement may not be assigned or modified with respect to all or part of the products without the prior written consent of authorized representatives of the parties, except that Urocare may assign its right to receive payments without CUSTOMER's consent. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable; the remaining provisions shall remain in full force and effect, provided that with respect to any material provision held to be illegal or unenforceable, the parties shall negotiate in good faith to achieve a legally enforceable provision which most closely approximates the original intent of the parties. Urocare and/or CUSTOMER are not responsible for failure to fulfill their obligations under this Agreement due to causes beyond their control. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen or in the case of an action for non-payment, more than two years from the date the last payment was made, or was due in the event no payments were made under this Agreement. If the CUSTOMER fails to make payments due hereunder and Urocare repossesses a product as provided by law, the CUSTOMER agrees to pay all costs and expenses of repossession; including reasonable attorney's fees. Any Term or Condition herein that is in violation of State or Federal-bidding requirements will be null and void for government rights. Stenographical, typographical, and clerical errors are subject to correction.