



SERVICE OFFICE
M T W Th F
_____to_____

PURCHASE AGREEMENT (OREGON)

I (“Buyer”) hereby purchase from HearUSA (“Seller”), the hearing system and equipment described below, agree to pay the purchase price written, and honor the following terms and conditions of the sale herein specified. The equipment is new, and warranted against defects in material and workmanship for a period of _____ years from the date of purchase. Remakes, however, are excluded during the second year of warranty. In the case of loss or damage during the warranty period, a one-time replacement will be provided, subject to a deductible of \$_____ per aid.

It is desirable that a person seeking help with a hearing problem (especially for the first time) consult an ear doctor and obtain a clinical hearing evaluation. Although hearing aids are often recommended for hearing problems, another form of treatment may be necessary.

	Manufacturer	Model	Serial No	Price
Left				
Right				
Purchase Price				\$
Professional Services – Testing, Fitting, and Follow-Up				\$
Ear mold(s)				\$
Special Features: _____				\$
Remote Control				\$
Hearing Test				\$
Examination of Ear				\$
Dispensing Services				\$
In Office Service, Cleaning				\$
Benefit				\$
SUBTOTAL:				\$
OTHER				\$
NET PURCHASE PRICE PAYABLE:				\$

BATTERY SIZE _____

Warranty information provided

This hearing aid will not restore normal hearing nor will it prevent further hearing loss.

I am over the age of 18 and have been advised by HearUSA 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 one who specializes in diseases of the ear), before purchasing a hearing aid. I do not wish a medical evaluation before purchasing a hearing aid.

INSURANCE

HearUSA cannot guarantee your benefits or eligibility with your insurance plan. Your insurance plan is a contract between you and your insurance company.

Upon completion of our Patient Information Form and your assignment of benefits, HearUSA will extend the benefit offered by your insurance company and file for reimbursement. HearUSA will handle all of the paperwork for you. All payments for services not covered by your insurance plan are expected at time of visit.

If your insurance company pays only a portion of the bill or denies the claim, an explanation should be made to you, their policyholder. Reduction or rejection of your claim by your insurance company does not relieve you of the financial obligation. HearUSA will notify you if this occurs and request payment in full.

Signature of Purchaser

Name of Hearing Aid Dispenser

Signature of Hearing Aid Dispenser

Dispenser's License Number

Date

A copy of this Agreement with the Hearing Aid Dispenser's signature will be forwarded to Purchaser if filled in after consummation of sale.

DELIVERY RECEIPT

This assistive device is warranted to be specifically fit for the particular needs of you, the buyer. It may be returned to the seller within _____ days of the actual receipt by you, or the completion of the fitting by the seller, whichever occurs later. If you return the device, the seller will either adjust, exchange or replace the device or promptly refund the total amount paid. This warranty does not affect the protections and remedies you may have under other laws.

Signature _____ **Executed this** ___ **day of** _____, **20** _____

Full Name (Please Print) _____

Street Address

City

State

Zip

Telephone () _____

Signature of Hearing Aid Dispenser

Dispenser's License Number

Date

Any additional guarantee or expressed warranty:

Complaints regarding the lease, sale or attempted lease of hearing aids should be directed in writing to: Oregon Health Licensing Agency, 700 Summer St NE, Suite 320, Salem, OR 97301-1287. Complaint forms can also be obtained by calling (503) 378-8667 x4314 or at www.oregon.gov/OHLA/Consumer_help_complaint.shtml. Complaints may also be directed to Oregon Board of Examiners for SLP and Audiology, 800 Oregon St., Suite 407, Portland, OR 97232 2162. Complaint forms can be can be obtained by calling 971-673-0220 or at <http://egov.oregon.gov/BSPA/forms.shml>.

**RIGHT TO RESCIND HEARING AID PURCHASE
GROUNDS NOTICE OF RESCISSION
TIME LIMIT
AMOUNT OF REFUND**

- (1) In addition to any other rights and remedies the purchaser may have, including rights under ORS 646 .48 2 to 646.498, the purchaser of a hearing aid shall have the right to rescind the transaction if:
 - (a) The purchaser for whatever reason consults a licensed medical physician specializing in diseases of the ear, or an audiologist not licensed under this chapter and not affiliated with anyone licensed under this chapter and licensed medical physician, subsequent to purchasing the hearing aid, and the licensed physician advises such purchaser against purchasing or using a hearing aid and in writing specifies the medical reason for the advice;
 - (b) The seller, in dealings with the purchaser, committed any act listed in ORS 694.136, or failed to provide the statement required by ORS 694.136, or failed to provide the statement required by ORS 692.036;
 - (c) The fitting of the hearing instrument failed to meet current industry standards; or (d) The licensee fails to meet any standard of conduct prescribed in the law or rules regulating fitting and dispensing of hearing aids, and this failure affects in any way the transaction which the purchaser seeks to rescind.
- (2) The purchaser of a hearing aid shall have the right to rescind the transaction, for other than the seller's breach, as provided in subsection (1) (a), (b), (c), or (d) of this section only if the purchaser returns the product and it is in good condition less normal wear and tear and gives written notice of the intent to rescind the transaction by either:
 - (a) Returning the product with a written notice of the intent to rescind sent by certified mail, return receipt requested, to the licensee's regular place of business; or
 - (b) Returning the product with a written notice of the intent to rescind to an authorized representative of the company from which it was purchased.
- (3) The notice described in subsection (2) of this section shall state that the transaction is canceled pursuant to this section. The notice of intent to rescind must be postmarked:
 - (a) Within _____ days from the date of the original delivery; or
 - (b) Within specified time periods if the _____-day period has been extended in writing by both parties. The consumer's rescission rights can only be extended through a written agreement by both parties.
- (4) If the conditions of subsections (1) (a), (b), (c), or (d) of this section and subsection (2) (a) or (b) of this section have been met, the seller, without further

request and within 10 days after the cancellation, shall refund to the purchaser all deposits, including any down payment, less 10 percent of the total purchase price. At the same time, the seller shall return all goods traded in to the seller on account of or in contemplation of the sale. The purchaser shall incur no additional liability for the cancellation.