



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.

	<b>Manufacturer</b>	<b>Model</b>	<b>Serial No</b>	<b>Price</b>
<b>Left</b>				
<b>Right</b>				
<b>Purchase Price</b>				\$
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



2162. Complaint forms can be obtained by calling 971-673-0220 or at <http://egov.oregon.gov/BSPA/forms.shtml>.

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 646.482 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.