

PURCHASE AGREEMENT (VIRGINIA)

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 ______ year(s) from the date of purchase. Remakes are warranted for one year only, and ear molds are warranted for remake/refit for 90 days. Ear molds are not covered for loss. In the case of loss or damage during the warranty period, a one-time replacement will be provided for hearing aids and remote controls, subject to a deductible of \$_____ per hearing aid.

The purchaser has been advised that any examination or representation made by a licensed hearing aid dispenser in connection with fitting or selection and selling of this hearing aid is not an examination, diagnosis, or prescription by a person licensed to practice medicine in this state and therefore, must not be regarded as medical opinion or advice.

	Manufacturer	Model	Serial No	Price	
Left					
Right					
Purch	ase Price	\$			
Ear m	old(s)	\$			
Specia	I Features:			\$	
Remot	te Control			\$	
Benefi	it	\$			
SUBT	OTAL:			\$	
OTHE	ER			\$	
NET F	PURCHASE PRICE	P .YABLE:		\$	

BATTERY SIZE _____

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	Date	
Signature of Hearing Aid Dispenser		Date
Name of Hearing Aid Dispenser		Hearing Aid Dispenser License No.

REFUND & RETURN POLICY

§ 54.1-1505. Return of hearing aid by purchaser or lessee.

- A. Within thirty days of the date of delivery, any purchaser or lessee of a hearing aid shall be entitled to return the hearing aid for any reason, provided such aid is returned in satisfactory condition. Such purchaser or lessee shall be entitled to a replacement or a refund of all charges paid, less a reasonable charge for medical, audiological, and hearing aid evaluation services provided by the hearing aid specialist.
- B. The right of a purchaser or lessee to return a hearing aid and the charges to be imposed upon the return of such hearing aid, as provided in subsection A of this section, shall be explained and given in writing in at least ten-point, bold-faced type to such purchaser or lessee by the hearing aid specialist.

C. The provisions of this section shall be subject to the provisions of the Virginia Consumer Protection Act (§ 59.1-196 et seq.).

The hearing aid(s) may be returned to the seller within _____ days of the date of actual receipt by you or until completion of fitting by the seller, whichever occurs later. If you return the device, the seller will either adjust or replace the device or promptly refund the amount paid less \$0 per hearing aid.

Delivery

Signature	Executed/Delivered this	day of	, 20
Full Name (Please Print)			
Street Address	City	State	Zip
Telephone ()			
Signature of Hearing Aid Dispenser	Dispenser's Lice	ense Number	Date