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 SolarcSystems.com

**Rental – Purchase – Upgrade Order Form
 For Canadian Customers (6 Pages)**



Directions for Use:

1. Read, understand and sign BOTH “Terms and Conditions” sections, then complete each applicable section of the form.
2. Healthcare Professional prescriptions are OPTIONAL. A prescription is NOT required to claim the Medical Expense Tax Credit on your tax return, but may help with a claim to an employer health insurance plan.
3. Fax, email or mail your order to Solarc. Be sure to include all applicable sides of this form. Once received, Solarc will acknowledge your order and provide shipping information.
4. If applicable, keep a copy of the prescription for your records.
5. Solarc 100 Series handheld devices are not available for rent.

Part Number	Product Description	Purchase Price **	Monthly Rent
Full Body Home Phototherapy: SolRx™ 1000 Series 6-Foot Panel: Fully assembled with new UV bulbs, 1 pair UV goggles, User’s Manual with detailed exposure guidelines for psoriasis & vitiligo, and mounting hardware . * Available for “local” rentals only (within ~6 hour drive of Barrie, ON) Returns require Device delivery by Customer (not shipped).			
1790UVB-NB	6 foot, 10 Bulb UVB Narrowband (1000 watts)	\$2895.00	\$ 193.00 local only*
1780UVB-NB	6 foot, 8 Bulb UVB Narrowband (800 watts)	\$2595.00	\$ 173.00 local only*
1760UVB-NB	6 foot, 6 Bulb UVB Narrowband (600 watts)	\$2295.00	\$ 153.00 local only*
1740UVB-NB	6 foot, 4 Bulb UVB Narrowband (400 watts)	\$1995.00	\$ 133.00 local only*
1760UVB	6 foot, 6 Bulb UVB Broadband (600 watts)	\$2095.00	\$ 140.00 local only*
1740UVB	6 foot, 4 Bulb UVB Broadband (400 watts)	\$1795.00	\$ 120.00 local only*
Hand/Foot & Spot Phototherapy: SolRx™ 500 Series: Fully assembled with new UV bulbs, hand&foot hood, yoke, 1 pair UV goggles and User’s Manual with detailed exposure guidelines for psoriasis & vitiligo.			
550UVB-NB	5 Bulbs UVB Narrowband (180 watts)	\$ 1695.00	\$ 113.00
530UVB-NB	3 Bulbs UVB Narrowband (108 watts)	\$ 1395.00	\$ 93.00
520UVB-NB	2 Bulbs UVB Narrowband (72 watts)	\$ 1195.00	\$ 80.00
A - RECURRING MONTHLY RENTAL PAYMENT - CAN\$			
One Time Charges: Refundable Damage Deposit			
1000 Series		\$ 500.00	
500 Series		\$ 250.00	
B - ONE TIME REFUNDABLE DAMAGE DEPOSIT - CAN\$			
One Time Charges: Outbound Freight (Return delivery by customer)			
All 1000 Series	Canada, most locations	\$ 75.00	
500 Series	Canada, most locations	\$ 45.00	
C - OUTBOUND FREIGHT - CAN\$			
First Payment Subtotal (3xA + B + C) CAN\$			
Ontario, Nova Scotia, New Brunswick, Newfoundland pay only HST* (13%)			
British Columbia customers pay only HST* (12%)			
All other Canadian customers pay only GST* (5%)			
Total First Payment Including Taxes CAN\$			
Includes 3 months of prepaid rent, damage deposit, outbound freight and all taxes			

* Provincial Sales Tax for non-HST-participating provinces may apply and are payable by the Purchaser directly to their province.

* HST and GST rates subject to change.

Pricing valid from **July 2010** and subject to change without notice.

PATIENT / RESPONSIBLE PERSON INFORMATION (Please print clearly)

Patient Name: _____ Responsible Person Name: _____

Address: _____

City: _____ Prov. _____ Postal Code _____

Phone: _____ Fax: _____ Email: _____

Terms and Conditions - General:

1. The "Device" is defined as a Solarc/SolRx Ultraviolet Phototherapy Lamp Unit or Ultraviolet Phototherapy Bulbs.
2. The "Patient" is defined as the person that is intended to receive ultraviolet skin treatments using the Device.
3. The "Responsible Person" is defined as the Patient or any person that is in care or custody of the Patient, such as a parent or guardian.
4. A "Healthcare Professional" is defined as a medical doctor (MD) or nurse practitioner qualified to provide advice on ultraviolet phototherapy and qualified to perform skin examinations for skin cancer and other adverse effects.
5. The Responsible Person acknowledges that they have been advised by Solarc Systems to seek the advice of a Healthcare Professional to ensure that ultraviolet phototherapy is a suitable treatment option for the Patient's diagnosis and to evaluate the Responsible Person's ability to use the Device safely.
6. The Responsible Person agrees that the Device will be used only by the Patient.
7. The Responsible Person agrees that the Device will be used only if the Responsible Person arranges and obtains for the Patient a skin examination performed by a Healthcare Professional at least once per year.
8. The Responsible Person agrees to indemnify and hold harmless the Healthcare Professional and/or Solarc Systems Inc. and/or any associated reseller from any action or claim if the Responsible Person fails to arrange and obtain for the Patient a skin examination performed by a Healthcare Professional at least once per year.
9. For Solarc/SolRx Ultraviolet Phototherapy Lamp Unit purchases, the Responsible Person agrees to read and fully understand the User's Manual supplied with the Device before the Patient's first treatment. If any part of the User's Manual is not understood, the Responsible Person agrees to consult with a Healthcare Professional for interpretation. The Responsible Person agrees to request a replacement User's Manual should the original be lost (A replacement User's Manual will be supplied free of charge by Solarc Systems Inc.).
10. The Responsible Person agrees that the Patient and all other persons exposed to the ultraviolet light produced by the Device will wear ultraviolet protective eyewear during Device operation.
11. The Responsible Person understands that, as with natural sunlight, use of the Device may cause adverse effects, including, but not limited to premature aging of the skin and skin cancer. The Responsible Person agrees that the Healthcare Professional and/or Solarc Systems Inc. and/or any associated reseller is not responsible for any adverse effects arising from the use or misuse of the Device.
12. This transaction and its terms and conditions shall be governed by the laws of Ontario and the laws of Canada applicable in Ontario.
13. Solarc Systems Inc. and the Responsible Person agree to accept signatures by fax and that they shall be legal and binding.

I understand and agree to the above:

Responsible Person Signature:  _____ Date:  _____


Continued ...

Terms & Conditions - For Rentals:

1. **THE RENTAL PERIOD:** The Rental Period commences on the date of pick up or shipment of the Device and continues until the later of: (i) the expiry of the minimum term specified in the agreement and (ii) the date the Device is actually returned to Solarc, and includes all time consumed in transporting to and from Solarc. The minimum rental term is three (3) months. Partial months are charged at 1/20th of the monthly rate per day.
2. **RENTAL PAYMENT:** The first 3 months of rent is due in advance of shipping. Thereafter, rental payments are payable in 3 month increments, in advance of each 3 month period. All payments are by pre-authorized credit card only. The Customer will advise Solarc in advance of any changes to their credit card and supply an alternate credit card if necessary. The Customer agrees that if a rental payment is due, and Solarc's efforts to contact the Customer are unsuccessful, Solarc is permitted to charge the rental payment to the Customer's credit card. Overdue rental payments shall bear interest at the time prime-lending rate (floating) quoted from time to time by the CIBC bank plus five (5) per cent per annum calculated and compounded monthly.
3. **PURCHASE OPTION:** The Customer has the option to purchase the Device at any time during the term of this agreement, provided that all rental and other charges are fully paid. The purchase price shall be calculated from the purchase price listed on page 1, **less 80%** of all rental payments made. If the rental is for a SolRx 500 Series Device, the Customer also has the option of returning the Device to Solarc within three (3) months of the start of the rental period, (subject to the terms and conditions herein) and applying 90% of all rental payments made to the purchase of a new SolRx 1000 Series Device.
4. **TRANSPORTATION:** Rental rates do not include transportation & transportation insurance charges to and from Solarc. These charges are the Customer's responsibility. When delivering the Device to the Customer, Solarc will prepay the shipping and shipping insurance charges listed on page 1 and add them to the customer's first invoice. When returning the Device to Solarc, the Customer is responsible for paying the return shipping and shipping insurance charges directly to the carrier. 1000 Series Devices require return to Solarc by customer's vehicle and are not to be shipped using a third party carrier.
5. **USE:** The Device is to be used only by one person. The Customer shall operate, maintain and store the Device in a clean, safe and secure place and according to the instructions in the User's Manual.
6. **MAINTENANCE & REPAIR:** The Customer is responsible for normal maintenance and repairs necessary to maintain the Device in proper operating condition in accordance with the User's Manual. All replacement parts used shall be original Device manufacturer's parts.
7. **DAMAGE TO DEVICE:** The Customer is responsible for any damage done to the Device during the Rental Period (including during transportation) and shall return the Device in good operating condition, including all packing materials and shipped loose items, at the end of the Rental Period. Any repairs necessary to fix such damage or otherwise to restore the Device to good operating condition will be made upon return of the Device at the customer's expense, and deducted from the damage deposit. If the damage exceeds the damage deposit, the exceeded amount and taxes will be charged to the Customer's credit card. Any unused damage deposit amounts will be credited back to the Customer's credit card within 5 working days of return of the Device. Normal degradation of the ultraviolet bulbs is excepted from damage charges.
8. **CLEANING:** It is the Customer's responsibility to return the Device in the same condition in which it was shipped, including packing materials. There will be a cleaning charge deducted from the Customer's damage deposit if necessary.
9. **INSPECTION:** Solarc has the right to inspect the Device at any time during the rental period.
10. **LIABILITY:** The Customer shall indemnify Solarc against any and all claims for personal injury (including death), damage to property and any other claims resulting from the possession or use of the Device during the Rental Period (including during transport).
11. **ASSIGNMENT:** The Customer shall not remove the Device from Canada without the prior written consent of Solarc, which consent may be withheld by Solarc in its sole discretion.
12. **LOCATION:** The Customer shall keep the Device at the location specified in the Patient Information section of this agreement. The customer shall not remove the Device from this location without the prior written consent of Solarc, which consent may be withheld by Solarc in its sole discretion.
13. **TERMINATION:** If the Customer fails to observe any of the terms or conditions of this agreement (including the timely payment of rental charges), Solarc may, in addition to any other rights and recourses it may have, retake possession of the Device without becoming liable for trespass, at which point this agreement shall be terminated. This agreement may also be terminated by Solarc upon the Customer becoming insolvent or bankrupt or making an assignment for the benefit of its creditors, or if a petition is filed by or against the customer in bankruptcy, or if a receiver or other person with similar powers is appointed for any of the customer's assets. In any such event, the customer shall remain liable for all outstanding rental arrears, repair costs, and other damages notwithstanding the termination of this agreement.
14. **TITLE:** Title of the Device will remain with Solarc and the Customer has no right or title to the Device except as provided in this agreement. The Customer shall not incur or permit to exist any lien or other encumbrance on or with respect to the Device.

I understand the above; have completed all statements accurately:

Responsible Person Signature: 

Dated: 

SHIPPING INFORMATION Same as Page 2 above

Name: _____

Address: _____

City: _____ Prov. _____ Postal Code _____

Phone: _____ Fax: _____ Email: _____

SoIRx 1000 Series Shipping Policy: This is an overweight package (>70lbs). It is therefore necessary that the receiver be present and assist the driver with unloading. It is **not** possible for the Courier to call before the shipment is delivered and the Courier will make **only one attempt** to deliver the package. It is therefore strongly recommended that the "Ship To" address be one that is likely to have somebody there during working hours, such as a place of business. If nobody is present at the time of delivery, the Courier will leave a notice that the delivery was attempted. It will then be necessary for the receiver to pickup the package **within 5 days** from the Courier's depot **at the receiver's expense**. Pickups will require at least a minivan, station wagon or pickup truck OR if the Device is taken out of the shipping box, it may fit into a smaller station wagon. Alternatively, a local delivery service could be used.

CREDIT CARD INFORMATION VISA or MASTERCARD only (Please print clearly)

Cardholder's Name: _____ Total Purchase: CAN\$ _____

Credit Card Number: _____ Expiry Date (mm:yy) _____

I agree to pay card issuer indicated amounts pursuant to cardholder agreement:

Cardholder's Signature: **X** _____ Dated: **X** _____**Continued on next page: Optional Healthcare Professional Approval Section if applicable**

The following Healthcare Professional Approval section is **OPTIONAL**. A prescription is NOT required to claim the Medical Expense Tax Credit on your tax return, but may help with a claim to an employer health insurance plan. Ask your Healthcare Professional (Medical Doctor or Nurse Practitioner) to complete the following information **OR** attach a separate prescription slip where indicated below. Keep a copy of your prescription for your records; Solarc does NOT require the original.

Healthcare Professional Approval

To be completed by the Healthcare Professional (Medical Doctor or Nurse Practitioner)
OR attach separate prescription slip below.

I hereby authorize my Patient, _____ to obtain a **UVB-Narrowband** **UVB-Broadband** Ultraviolet Home Phototherapy Device as specified above. The Responsible Person understands that they must read and understand the User's Manual before using the Device, and that they must arrange and obtain for the Patient a skin examination performed by a Healthcare Professional at least once per year.

Healthcare Professional Name: _____

Address: _____

City: _____ Province _____ Postal Code _____

Phone Number: _____ Fax Number: _____

Signature: _____ Date: _____

Comments: _____

I am a: **Dermatologist** **GP** **Other:** _____

Please send me **additional information** about: **Solarc** phototherapy products **UVB Narrowband**.

If faxing, use this area to attach separate prescription slip. Fully tape the top edge to prevent jamming the fax machine.

The following **ACKNOWLEDGEMENT AND INDEMNITY AGREEMENT** is an **OPTIONAL** agreement between the **Responsible Person** and the **Healthcare Professional (Medical Doctor or Nurse Practitioner)** . Your Healthcare Professional may ask that you sign this agreement before issuing a prescription for an **Ultraviolet Home Phototherapy Device**:

ACKNOWLEDGEMENT AND INDEMNITY AGREEMENT

TO: _____ (*Name of Healthcare Professional*)

FROM: _____ (*Name of Responsible Person*)

_____ (*Name of Patient*)

RE:

I, _____ HEREBY ACKNOWLEDGE AND CONFIRM that I have consulted with the Healthcare Professional named above, to assist me with the initial selection and ongoing safe use of an Ultraviolet Home Phototherapy Device (the “Device”).

I FURTHER HEREBY ACKNOWLEDGE AND CONFIRM that I have read and fully understand the content, limitations and instructions contained in the **Solarc Systems Inc. Terms and Conditions** (the “Information Document”), including but not limited to the following specific requirements:

- a) The Responsible Person agrees that the Device will be used only if the Responsible Person arranges and obtains for the Patient a skin examination performed by a Healthcare Professional at least once per year.
- b) The Responsible Person understands that, as with natural sunlight, use of the Device may cause adverse effects, including, but not limited to premature aging of the skin and skin cancer. The Responsible Person agrees that the Healthcare Professional is not responsible for any adverse effects arising from the use or misuse of the Device.

I FURTHER ACKNOWLEDGE AND CONFIRM that I have been advised of the implications of not following the instructions contained in the Information Document, including, but not limited to, the possibility of undetected skin cancer or other adverse effects, and I hereby indemnify and save harmless the Healthcare Professional named above with respect to any action that I may have against the Healthcare Professional named above or any of his affiliate practitioners or professional corporations should I not abide by my express obligations contained in the Information Document, including but not limited to providing my current address and full contact information to such practitioner.

DATED at _____ (city), this _____ day of _____(month) , _____(year).

Witness

Signature of Responsible Person