

# PURCHASE AGREEMENT

[NAME OF BUSINESS]	[LOGO]	[BUSINESS ADDRESS] [PHONE NUMBER]
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I (“Buyer”) hereby purchase from [name of business] (“Seller”) the hearing system and equipment described below, agree to pay the purchase price written, and honor the following terms and conditions:

MANUFACTURER	MODEL	LEFT SERIAL NO.	RIGHT SERIAL NO.	Condition of Hearing Aid(s)_
				Left: _____ Right: _____ New _____ Used _____ Reconditioned _____
<b>PURCHASE PRICE</b>				\$
Professional Services – Testing, Fitting, and Follow-up (non-refundable)				\$
Warranty - Loss, Damage, & Repair				\$
Other – Sales Tax, Etc.				\$
<b>TOTAL</b>				\$
Less Payment With Order				\$( _____ )
Balance Due Upon Delivery				\$

**WARRANTY:** The manufacturer guarantees Buyer’s hearing aid to be free from all defects of workmanship and materials for a period \_\_\_\_ year(s) from date of purchase and agrees to make all necessary repairs, replacements, and check-ups with promptness and without charge to Buyer during the guarantee period. *12-5.5-302(1) requires that this warranty provision be included by either attaching exact copy of manufacturers warranty or putting in its exact terms and duration.*

**ADVISEMENTS:** Buyer has been advised that any examination or representation made by Seller in connection with the practice of dispensing, fitting, or dealing in hearing aids is not an examination, diagnosis, or prescription by a person licensed to practice medicine in this state and therefore, must not be regarded as a medical opinion or advice.

\_\_\_\_\_ Buyer’s Initials

Buyer has been advised that the Buyer’s best interests would be served by consulting a licensed physician specializing in diseases of the ear, or, any licensed physician, if any of the following conditions exists: visible congenital or traumatic deformity of the ear; history of or active drainage of the ear within the previous ninety days; history of sudden or rapidly progressive hearing loss; acute or chronic dizziness; unilateral hearing loss of sudden onset within the previous ninety days; audiometric air-bone gap equal to or greater than fifteen decibels at 500 hertz (“Hz”), 1,000 Hz, and 2,000 Hz; visible evidence of cerumen accumulation on or a foreign body in the ear canal; or pain or discomfort in the ear.

\_\_\_\_\_ Buyer’s Initials

Buyer has been advised that Buyer’s best interest would be served by consulting and receiving a written prescription or recommendation from a licensed physician prior to dispensing, fitting, or dealing in a hearing aid that specifies Buyer is in fact in need of a hearing aid. Based on religious or personal beliefs, Buyer hereby waives such requirement.

\_\_\_\_\_ Buyer’s Initials

**“Prior to dispensing, fitting, or selling a hearing aid to Buyer, Seller must receive from a licensed physician, a written prescription or recommendation that specifies that the Buyer is in need of a hearing aid. Buyer may waive this requirement if Buyer objects to such a medical evaluation on the basis of religious or personal beliefs.**

Buyer has been advised that Buyer’s best interest would be served by consulting and receiving a written prescription or recommendation from a licensed physician prior to purchasing a hearing aid. Based on religious or personal beliefs, Buyer hereby waives \_\_\_\_\_ does not waive \_\_\_\_\_ this requirement.

Buyer has been advised that this sale is void and unenforceable if the hearing aid being purchased is not delivered to Buyer within thirty days after the date the written contract is signed or the receipt is issued, whichever occurs later. Seller shall promptly refund all moneys paid for the purchase of a hearing aid if it is not delivered to Buyer within such thirty-day period.

\_\_\_\_\_ Buyer’s Initials

Buyer has been advised that upon cancellation, Buyer is entitled to receive a full refund of any payment made for the hearing aid within 30 days of return of the hearing aid to Seller; except that, if the hearing aid is returned for any reason other than a defect in such hearing aid, the Seller may retain an itemized amount to cover the minimum costs of materials used by the Seller and a manufacturer’s return fee, but such amount may not be greater than five percent of the total charge for the hearing aid. In addition, the Seller may refuse to provide a refund for a hearing aid that has been lost or damaged beyond repair while in the buyer’s possession.

\_\_\_\_\_ Buyer’s Initials

Buyer has been advised that hearing aid providers and audiologists are regulated by the Division of Registrations within the Department of Regulatory Agencies. Buyer has further been advised that consumer complaints which cannot be resolved with Seller may be filed against Seller with the Colorado Hearing Aid Providers Licensure, 1560 Broadway, Suite 1350, Denver, Colorado, 80202, (303) 894-7800.

\_\_\_\_\_ Buyer's Initials

**THE BUYER HAS THE RIGHT TO CANCEL THIS PURCHASE FOR ANY REASON AT ANY TIME PRIOR TO 12 MIDNIGHT OF THE 30<sup>TH</sup> CALENDAR DAY AFTER RECEIPT OF THE HEARING AID BY GIVING OR MAILING THE SELLER WRITTEN NOTICE OF CANCELLATION AND BY RETURNING THE HEARING AID, UNLESS THE HEARING AID HAS BEEN SIGNIFICANTLY DAMAGED BEYOND REPAIR WHILE THE HEARING AID WAS IN THE BUYER'S CONTROL. BY LAW, THE SELLER IS ALLOWED TO RETAIN AN ITEMIZED AMOUNT, NOT TO EXCEED FIVE PERCENT OF THE TOTAL CHARGE FOR THE HEARING AID, TO COVER THE COSTS OF A MANUFACTURER'S RETURN FEE AND THE MINIMUM COSTS OF MATERIALS USED BY THE LICENSED HEARING AID PROVIDER, UNLESS THE HEARING AID IS RETURNED BECAUSE IT IS DEFECTIVE.**

\_\_\_\_\_ Buyer's Initials

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Seller's Printed Name

\_\_\_\_\_  
Buyer's Printed Name

Seller's Hearing Aid Provider License No. \_\_\_\_\_

\_\_\_\_\_  
Street Address

Executed this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Telephone Number

**REFUND REQUEST - THIS FORM MUST BE POSTMARKED BY \_\_\_\_\_ (DATE TO BE FILLED IN), NO REFUND WILL BE GIVEN UNTIL THE HEARING AID OR HEARING AIDS ARE RETURNED TO THE SELLER.**

Buyer's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's Address: \_\_\_\_\_

Buyer's Telephone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

MANUFACTURER    MODEL    LEFT SERIAL NO.    RIGHT SERIAL NO.

CONDITION: (new, used, reconditioned)(*Note: according to the statute, the refund form must include all the information required in 12-5.5-302(1)(a)(I)*)

**THIS REFUND REQUEST FORM MUST BE RETURNED TO:**  
[Name, Address, and Phone Number of Seller]