

# DEPARTMENT OF VETERANS AFFAIRS

## Federal Supply Service

### Authorized Federal Supply Schedule Price List

Cumulative No. 1

(Incorporates Modification Nos. 1-16)

Effective date 5-1-2006

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!<sup>™</sup>, a menu-driven database system. The INTERNET address for GSA Advantage!<sup>™</sup> is: <http://www.fss.gsa.gov>

Medical equipment and Supplies  
FSS Class(es) 6510,6515,6530,6532  
Contract Number V797P-4096a  
RFP-797-FSS-99-0025

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>

Contract period: November 1, 2005 – October 31, 2010

#### **Action Surgical Corporation**

1112 Jensen Drive, # 103  
Virginia Beach, VA 23451

1-800-959-1989

Fax: 757-491-4872

[www.actionsurgical.com](http://www.actionsurgical.com)

Size of business: Small

TIN: 20-0592334

## Customer Information:

### 1a) Awarded Special Items

<u>SIN#</u>	<u>Page(s)</u>
A-8a	4

- 1) Awarded Special Items - A-8a
- 2) Maximum Order - \$100,000
- 3) Minimum Order - \$100
- 4) Geographic Coverage – All 50 states and Washington D.C. and Puerto Rico
- 5) Points of Production – All ACTION products are manufactured in and shipped from Virginia Beach VA.
- 6) Discount – Prices shown herein are net prices (discount deducted)
- 7) Quantity Discounts – None
- 8) Prompt Payment Terms – 2% 10 days, net 30
- 9) Government Commercial Credit Card – Accepted, no discount
- 10) Foreign Items – None
- 11) Time of Delivery – Within 30 days ARO,
- 11a) Expedited delivery available within 72 hours ARO, ordering activity pays excess freight above normal surface rate.
- 12) F.O.B. Point – F.O.B. destination for all 50 states and Washington D.C. and Puerto Rico
- 13) Ordering Address – Action Surgical Corporation, 1112 Jensen Drive # 103, Virginia Beach, VA 23451
- 14) Payment Address – Action Surgical Corporation, 1112 Jensen Drive # 103, Virginia Beach, VA 23451
- 15) Warranty Provision – See attached commercial warranty, ACTION responsible for return freight on all items under warranty.
- 15a) Returned Goods Policy – see attached commercial policy. ACTION will pay freight on all items shipped in error.
- 16) Export Packing Charge – NA
- 17) Terms and Conditions of government commercial credit card acceptance – ACTION accepts VISA and MasterCard. ACTION will charge account on due date. Credit card information should be provided when ordering.
- 18) Terms and Conditions of rental, maintenance, and repair – NA
- 19) Terms and Conditions of installation – NA
- 20) Terms and Conditions of repair parts– NA
- 21) Service and Distribution Points – See 13) above
- 22) List of Participating Dealers – None
- 23) Preventative Maintenance – NA
- 24) Year 2000 Compliant – NA

- 25) Environmental Attributes – ACTION products are bio-degradable, no phosphates.
- 26) Data Universal Number System (DUNS) number –20-0592334
- 27) Notification regarding registration in Central Contractors Registration (CCR) database – Yes

\* Prices Shown Herein are Net (discount deducted)

**WARRANTY: (GOVERNMENT)**

This product is warranted to be free from defects in material and workmanship for ninety (90) days from date of original invoice. In the event of a defect in material or workmanship, the sole obligation of ACTION shall be the repair or replacement of this product. In no event shall ACTION be liable for any actual or consequential damages incurred as a result of the purchase, repair, or use of this product/equipment. In no event shall ACTION be liable for repair or replacement if damage to this product occurs during use other than that for which this product is designed or sold by ACTION. Any misuse, physical and/or chemical abuse, or modification of any ACTION products shall render the Warranty null and void. ACTION reserves the right, at its option, to replace or repair any goods that are found to be defective under this warranty. ACTION has the discretion as to what constitutes warranted defects. **NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS GIVEN.**

**RETURN GOODS POLICY (GOVERNMENT)**

**AUTHORIZATION**

The customer must receive authorization from ACTION before merchandise can be returned. Unauthorized returns will not be accepted and will be returned to the customer at their expense.

**REQUEST FOR RETURN GOODS AUTHORIZATION (RGA) NUMBER**

The request for a RGA Number must include the catalog number (1), and a lot number (2), the reason for return (repair, defective merchandise, shipping error, etc.) (3), the customer purchase order number and date (4), and the ACTION invoice number and date (if applicable) (5). The RGA will expire 30 days from date of issue. (\*Call for RGA Number and Form)

**FREIGHT (RETURN OF GOODS)**

When authorized, all merchandise must be returned **FREIGHT PREPAID**. Any merchandise returned “freight collect” would be refused by ACTION and returned to the customer at their expense. Freight charges will be credited to the customer for the following returns: (1) defective product, and (2) merchandise shipped in error by ACTION.

**PRODUCTS MUST BE CLEAN, STERILIZED (CERTIFICATE OF STERILIZATION MUST BE INCLUDED) AND SECURELY PACKAGED PRIOR TO RETURN.**

**MERCHANDISE RETURNABLE FOR GOODS**

Any and all credit is at the sole discretion of ACTION.

**ALLOWANCE SCHEDULE FOR RETURN CREDIT**

- |   |   |
|---|---|
| (1) Merchandise defective in material or workmanship. | As provided in product warranty within 90 days. |
| (2) Shipping error.                                   | Full credit.                                    |
| (3) Other returns                                     |   |

Unused non sterile product returned <u>within</u> 30 days	0% Service Charge
Unused non sterile product returned <u>after</u> 30 days	35% Service Charge
Sterile product	5 business days

**IF THE INVOICE NUMBER IS NOT PROVIDED, CREDIT WILL BE ISSUED ON THE PREVIOUS PRICE LIST AT BEST PRICE.  
NONE OF THE FOREGOING TERMS MAY BE MODIFIED EXCEPT UPON THE EXPRESSED WRITTEN CONSENT OF ACTION  
STATING THAT IT IS AN AMENDMENT OR MODIFICATION THERETO.**