

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 1100051A

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date 07/10/2018	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 1012042 MEROUXL SHEWMAKERN		Location / Dept 04CYPH112 SME

Supplier: 0000039628
 GETINGE USA SALES LLC
 PO BOX 775436
 CHICAGO IL 60677-5436

Phone: (973) 709-7542

email: chris.schulte@getinge.com

Ship To: FOLSOM LAKE COLLEGE
 RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630
 United States

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	PREVENTATIVE MAINTENANCE PLAN WITH QUARTERLY SERVICE FOR: 1. S/N 05E06086 STERILIZATION 21" SM GETINGE 522LS 2. S/N GC-32099-R05 CAS30B GENERATOR 3. S/N 05200473G HS-200 WATTS RO WATER SYS WATTS RO MODER 7/1/18 - 6/30/19	1.00 EA	3,462.00	3,462.00	06/30/2019

PER QUOTE# 6900057166
 FY18 PO0001093360

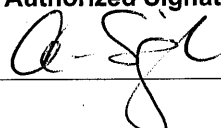
PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED.

Sub Total Amount	3,462.00
Sales Tax Amount	0.00
Total PO Amount	3,462.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VI.BIOL	04000	00000	041A	3,462.00	2019

0001012042KIRKLINK29-MAY-2018

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature


Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

From: Ivette Miranda
To: [Shewmaker, Nicholas](#)
Cc: [Haney, Brenda](#)
Subject: RE: [EXT] Revised PO for Folsom Lake College (1100051)
Date: Wednesday, July 11, 2018 2:51:40 PM

I think this will work just fine, Nick.

Thank you.
-Ivette

From: Shewmaker, Nicholas [mailto:shewman@losrios.edu]
Sent: Wednesday, July 11, 2018 5:50 PM
To: Ivette Miranda <ivette.miranda@getinge.com>
Cc: Haney, Brenda <haneyb@flc.losrios.edu>
Subject: [EXT] Revised PO for Folsom Lake College (1100051)

Please see the revised PO made out to Getinge USA Sales LLC. If anything else is needed please let me know.

Thanks,

Nick Shewmaker
Buyer III
Los Rios Community College District, 1919 Spanos Ct., Sacramento, CA 95825
Phone: 916-568-3072 Fax: 916-568-3145

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001100051

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Date	Revision	Page
07/03/2018		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1012042 MEROUXL SHEWMAKERN	04CYPH112 SMB	

Revised to PO_1100051A Vendor Name Change & New Remittance Address

Supplier: 0000002195
 GETINGE CASTLE
 1777 EAST HENRIETTA RD
 ROCHESTER NY 14623

Phone: (800) 950-9912
 Fax: (800) 950-2570

email:

Ship To: SACRAMENTO CITY COLLEGE
 RECEIVING
 3835 FREEPORT BLVD
 SACRAMENTO CA 95822-1386
 United States

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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0001012042KIRKLINK29-MAY-2018

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LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

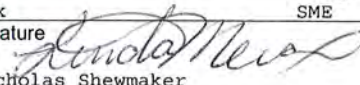
2018-19

Requisition

Supplier: GETINGE/CASTLE 0000002195
1777 EAST HENRIETTA RD
ROCHESTER NY 14623
United States

Phone: (800) 950-9912 **Fax:** (800) 950-2570
email:

Ship To: RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630-6798

Business Unit: GENFD OPEN		
Req ID: 0001012042	Date: 07/01/2018	Page: 1
Requisition Name: 2019 GETINGE USA SALES LLC		
Requester: Linda Meroux		Bldg# SME
Requester Signature: 		
Buyer: Nicholas Shewmaker		
Approved:		
Entered By: MEROUXL 27-APR-2018		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
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2-1	TAX	1	EA	268.30	268.30	07/01/2018

Total Requisition Amount: 3,730.30

PER QUOTE# 6900057166

FY18 PO0001093360

RECEIVER REQUIRED

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5600	11	FL.VI.BIOL	04000	00000	041A	3,730.30

2018 MAY -3 A 10:25
FLO BUSINESS SERVICES

Approval Signature 	Approval Signature 	Approval Signature
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Healthcare - Getinge USA Sales LLC
 Customer Service
 1777 East Henrietta Road
 ROCHESTER NY 14623
 USA
 Phone: 800-950-9912



RENEWAL SERVICE CONTRACT

#6900057166

04/27/2018

Fax: 585-214-6034

Effective Date: 07/01/2018 - 06/30/2019

Final Ship to 2148942

FOLSOM LAKE COLLEGE S
 10 COLLEGE PARKWAY
 FOLSOM CA 95630

Model nr.	Asset No.	Serial no.	Location	PM/YR	Price
522LS Sterilization,21" Sm		05E06086	LAB	2	1,908.00
CAS30B GENERATOR		GC-32099-R05	LAB	2	954.00
HS-200 WATTS RO WATER SYS Watts RO Moder		05200473G		2	600.00
Total					3,462.00

Customer Approval:

Customer name: _____

Title: _____

Phone no.: _____

Purchase order no. *: _____

* Submission of payment indicates acceptance of terms and conditions. A copy of the purchase order is required for agreements totaling \$5000.00 or more.

Invoice interval (in month): 3

Invoicing method: Advanced Invoicing

GETINGE USA SALES, LLC SERVICE PROGRAM TERMS AND CONDITIONS

You can participate in the proposed Getinge USA Sales, LLC. Service Program by signing and completing the information required under "Customer Approval" on the attached proposal and submitting this Agreement to the Getinge USA, Inc. Customer Service Center. This proposal identifies by level of coverage, model, serial number and location the equipment that will be subject to this Agreement. This Agreement will become effective on the date it has been approved by Getinge USA Sales, LLC as set forth below.

STANDARD SERVICE AGREEMENTS – SUMMARY

Labor only Schedule Maintenance Plan (No Parts):

- One (1) annual Preventive Maintenance (Major) Labor / PM
- Four (4) quarterly Preventive Inspections (Minor) Labor / PM

Four (4) preventive events annually. During 1 event. The Major and one (1) Minor Inspection will be completed at the same time.

SERVICE AGREEMENT MODULES – DETAILS

1. PREVENTIVE MAINTENANCE (MAJOR) LABOR / PM:

Getinge USA Sales, LLC will perform one (1) Scheduled Maintenance activity completed annually. This maintenance will be performed by or under the supervision of Getinge trained and certified technicians. Getinge will rebuild or replace any Scheduled Maintenance designation part that has failed due to wear and tear or which requires replacement outlined by the OEM Service Manual. Each Scheduled Maintenance will be performed in accordance with established procedures and shall include PI inspection of all equipment. All labor required accomplishing the Scheduled Maintenance, adjustments, lubrication, installation or rebuild of replacement parts and testing is included.

2. PREVENTIVE INSPECTION (MINOR) LABOR / PI:

Getinge USA Sales, LLC will include all labor to perform one (1) Preventive Inspection in accordance with established procedures at intervals outlined in the attached proposals. This maintenance will be performed by or under the supervision of Getinge trained and certified technicians as required by the OEM Service Manual. A detailed inspection of the overall equipment functionality during standby as well as during operation will be accomplished. Any defects will be documented and reported to the equipment owners via a Service Call Report.

3. UNSCHEDULED MAINTENANCE LABOR / UM:

Getinge USA Sales, LLC will provide all labor to accomplish Unscheduled Maintenance (i.e. "Call Backs", "Break-Fix") activities. These by definition are considered not to fall under the category of "Preventive Maintenance" or "Preventive Inspections". Any defects will be documented and reported to the equipment owners via a Service Call Report. These activities will be performed by or under the supervision of Getinge trained and certified technicians.

4. PARTS– TYPE A:

Only OEM Parts provided by Getinge USA Sales, LLC will be used to perform Scheduled Maintenance activities as outlined in the OEM manuals. These parts will be replaced by or under the supervision of Getinge trained and certified technicians and documented on a Service Call Report.

EXCLUSIONS: Parts listed under the category of Type B, Type C and Type D are not included unless outlined specifically in the attached proposal.

5. PARTS– TYPE B:

Only OEM Parts provided by Getinge USA Sales, LLC will be used to make repairs while performing Unscheduled Maintenance (i.e. "Call Backs", "Break-Fix") activities. These parts will be replaced by or under the supervision of Getinge trained and certified technicians and documented on a Service Call Report.

EXCLUSIONS: Parts listed under the categories of Type A, Type C and Type D are not included unless outlined specifically in the attached proposal.

6. PARTS – TYPE C:

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Only OEM Parts provided by Getinge USA Sales, LLC will be used to make repairs while performing Unscheduled Maintenance (i.e. "Call Backs", "Break-Fix") activities. Components in this category are as follows: Control Components (such as CPU Boards, Control Boards, Output Cards, Displays, etc.), Pump 1 HP and greater (Vacuum, Circulating, Booster, etc.), air compressors, blower assemblies, sonic generators, heat exchangers, or heater coils (including steam or electric). These parts will be replaced by or under the supervision of Getinge trained and certified technicians and documented on a Service Call Report.

EXCLUSIONS: Parts listed under the categories of Type A, Type B and Type D are not included unless outlined specifically in the attached proposal.

7. PARTS – TYPE D:

Only OEM Parts provided by Getinge USA Sales, LLC will be used to make repairs while performing Unscheduled Maintenance (i.e. "Call Backs", "Break - Fix") activities that are considered "Expendable". Parts may include but not limited to; Door Gaskets, HEPA Filter, Load Probes, Effluent filter, In - Stu Filters. These parts will be replaced by or under the supervision of Getinge trained and certified technicians and documented on a Service Call Report.

EXCLUSIONS: Parts listed under the categories of Type A, Type B and Type C are not included unless outlined specifically in the attached proposal.

GENERAL EXCLUSIONS:

This agreement does not include welding or modification to A.S.M.E. coded vessels, door plates (including glass doors), renovation of equipment (including Modernization Packages) or repair of damages caused by acts of God. This agreement does not include Consumable parts or products (unless specified in the special section of this contract), e.g. detergents, sterilizer monitors, etc. This Agreement does not include any labor or material for service lines and fittings, equipment not set forth on this proposal or operating problems related to environmental conditions, e.g. electrical, steam, water, air, and/or ventilation that do not comply with equipment specifications. This also refers to any fault condition found by Getinge USA Sales, LLC technicians as a result of improper operation of the equipment by operating personnel. Repairs necessary as the result of neglect of improper operation of the equipment by the customer or its employees or agents are not included. This Agreement does not include chamber cleanings or routine daily, weekly or monthly user maintenance recommended in the Operator's or Owner's Manuals for the indicated equipment. Such routine maintenance shall be considered the responsibility of the customer. Repair of equipment necessary because of customer failure to perform such routine maintenance is likewise not covered by this agreement. This agreement does not include software, software upgrades, control upgrades, door rebuilds, replacement generators, sonic transducers, non-pressure vessel welding repairs, water tanks and reservoirs, This agreement does not include repairs to the basic structure components of the equipment such as vessel / chamber, frame, stand, door or door plate.

Preferred Labor Rate: \$175.00 Prevailing Labor Rate \$220.00

Normal Work Hours – This Agreement specified equipment maintenance be performed during normal work hours – 8AM through 5PM, Monday through Friday. Work performed on equipment listed above outside the scope of the contract will be billed at the preferred labor rate.

After Hours – Work performed after 5PM through 8AM, Monday through Saturday, (excluding national holidays) will be billed at 1.5 times the preferred labor rate at a minimum of 4 hours, portal to portal.

Emergency After Hours – Emergency after hours work performed on a Sunday or national holiday will be billed at 2 times the preferred labor rate at a minimum of 4 hours portal to portal.

Non Contract related repairs – Work performed on equipment (**not**) listed above will be billed at the prevailing labor rate. In the case of after-hours or emergency after-hours repairs, multipliers (times factors) as detailed in the aforementioned paragraphs shall apply.

LIMITED PARTS WARRANTY

Getinge USA Sales, LLC warrants to the purchaser as limited below that parts purchased from Getinge USA Sales, LLC for installation in equipment manufactured by Getinge USA Sales, LLC which are installed, operated and maintained in accordance with Getinge USA Sales, LLC's stated recommendations will be free from defects in material

and workmanship.

1.0 WARRANTY PERIOD.

1.1 Parts installed by Getinge USA Sales, LLC – Except as otherwise set forth herein, parts installed by a Getinge USA Sales, LLC factory representative are warranted for a period of ninety (90) days from the date the parts are installed by Getinge USA Sales, LLC.

1.2 Parts installed by Purchaser - Except as otherwise set forth herein, parts that are not installed by a Getinge USA Sales, LLC factory representative are warranted for a period of sixty (60) days from the date the part is shipped from Getinge USA Sales, LLC.

1.3 Replacement Parts – Parts replaced under warranty will be warranted for the remainder of the original part warranty period.

1.4 Electrical and Electronic Parts - Electrical and electronic parts installed by a Getinge USA Sales, LLC factory representative are warranted for a period of ninety (90) days from the date the parts are installed by Getinge USA Sales, LLC. Getinge USA Sales, LLC does not warrant electrical and electronic parts that are not installed by a Getinge USA Sales, LLC factory representative. Examples include electro-mechanical components, electronic circuit boards and transducers, microprocessor or memory chips, etc.

1.5 Expendable/Consumable Parts – Expendable parts (parts that are worn, used or consumed as part of normal operation) are warranted for a period of thirty (30) days from the date shipped from Getinge USA Sales, LLC, or installed by Getinge USA Sales, LLC factory representative. Examples of expendable parts include: gaskets, trap elements, lubricators, filters, fuses, lamps, valve repair kits, etc.

2.0 RETURNS POLICY:

In limited circumstances, Getinge USA Sales, LLC may accept returns of non-defective parts in exchange for a credit not to exceed the amount of the original purchase price. The following conditions apply to all such returns:

- a) All parts return transactions must be approved prior to the return of credit.
- b) Enclosed paperwork must include the Return Materials Authorization with the RMA number fastened to the exterior of the package. Packages received without proper authorization will be returned to the sender freight collect.
- c) Returned items submitted for credit must be unused and in like new condition.
- d) Returns shall include original packaging, manuals and documents.
- e) Electrical/electronic components are not eligible for return.
- f) All returns are subject to a 20% restocking fee which will be assessed when any resulting credits are issued.

For answers to specific questions contact the Getinge USA Sales, LLC Customer Service Center at 1-800-950-9912

Getinge Standard Service Terms and Conditions

This Getinge Standard Service Agreement (this "Agreement") applies to the servicing of certain equipment (the "Equipment") identified in the attached price quote (the "Quote") signed by Getinge USA Sales, LLC and the customer identified therein ("Customer") for the applicable extended warranty or service plan and at the hours of operation and rates indicated in Appendix A (the "Service Plan").

1. PAYMENT TERMS.

The amount listed on the Quote (the "Annual Price") is due from Customer in accordance with the terms of the Quote. Services for the Equipment beyond the scope of Quote will be charged at the rates listed in the Quote, or charged at the prevailing rates if not otherwise specified, for which payment terms of the Quote. Services for the Equipment beyond the scope of Quote will be charged at the rates listed in the Quote, or charged at the prevailing rates if not otherwise specified, for which payment terms are net 30 days from invoice date.

2. SALES AND SIMILAR TAXES.

Unless otherwise stated, Getinge's prices do not include sales, use, excise or similar taxes. All applicable taxes will be billed on invoice unless Customer's current exemption certificate is on file or is provided in advance to Getinge.

3. TERMINATION.

Either party may terminate this Agreement, in whole or in part, at any time without cause after providing the other party with 30 days' prior written notice. Upon notice, Getinge may cancel any services scheduled to be performed following the date of termination. Customer will be invoiced for any charges through the date of termination. Getinge will not be

5/1

responsible for repairing Equipment which required repair during the term of the Service Plan if Getinge is advised after the expiration or termination of the Service Plan, or if a repair visit cannot be scheduled by Customer before the expiration or termination.

4. INITIAL INSPECTION OF EQUIPMENT.

For Equipment not previously covered by a Getinge extended warranty plan or other Getinge service plan, the Equipment may be inspected by a Getinge representative to determine its condition within 30 days of the date of this Agreement. If any repairs are required to meet the original manufacturer's specifications, or if Equipment is unrepairable, Getinge may, in its sole discretion, amend the Quote to remove such Equipment and make an appropriate adjustment to the Annual Price. Nothing in this Agreement shall be construed to impose any duty or obligation whatsoever on Getinge for any Equipment that does not meet original manufacturer's specifications or unrepairable Equipment.

5. PARTS.

Parts are replacement components of the Equipment and include both new and refurbished parts, at Getinge's sole discretion. All replacement parts will be installed on an exchange basis. Parts removed will become the property of Getinge upon their removal from the Equipment.

6. CONFIDENTIALITY.

Each party agrees to keep confidential any non-public information of the other party received in any form, including without limitation, the terms of this Agreement. If any disclosure of the other party's confidential information is required by law, the party required to make such disclosure shall provide sufficient notice to the other party prior to making such disclosure in order to allow such party time to undertake legal or other action to prevent such disclosure or otherwise obtain confidential treatment of such disclosure.

Notwithstanding the above, either party shall have the right to disclose the Agreement or its terms to any of its affiliates, attorneys, accountants or other third party representatives to the extent such disclosure is required in order for such recipient parties to perform their roles or responsibilities to the disclosing party; provided that such recipient parties shall have, in advance, agreed in writing that they will not disclose or use the information beyond what is required for the performance of services to the disclosing party and shall in no event disclose such information to any other party.

7. DISCOUNTS/REBATES/COMPLIANCE.

As applicable, the parties agree that any discounts or rebates on items or services provided by Getinge under this Agreement constitute a "discount or other reduction in price" of the items or services under Section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. §1320a-7b(b)(3)(A). Customer must properly disclose actual prices paid for items or services acquired pursuant to this Agreement, including any discounts or rebates, on any Medicare, Medicaid or other Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) cost report for the fiscal year in which earned or the following year. In addition, Customer must furnish, upon request by the Secretary of Health and Human Services, the State Medicaid or other Federal Health Care Program agency, all information concerning the amount or value of the discounts or rebates, including this Agreement and related invoices and statements. Customer warrants that no kickbacks were offered, provided and/or solicited by Customer or Getinge as a precondition for entering into this Agreement with Getinge.

8. WARRANTY.

Getinge's Standard Service Warranty Policy is attached as Exhibit A hereto.

9. LIMITATION OF LIABILITY.

Getinge's liability hereunder shall not exceed the aggregate amount of the Annual Price paid by Customer during the trailing twelve-month period prior to the month in which the most recent event giving rise to the liability occurred in connection with this Agreement. IN NO EVENT, SHALL GETINGE OR ITS AFFILIATES, AGENTS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, CONSEQUENTIAL, INCIDENTAL, UNFORESEEN, SPECIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY EQUIPMENT OR OTHER PRODUCTS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, DAMAGE TO EQUIPMENT OR OTHER PRODUCTS, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT OR OTHER PRODUCTS, FACILITIES, SERVICE OR REPLACEMENT SERVICE OR DOWNTIME COSTS. Getinge shall not be liable for (i) any use, modifications, service or maintenance of Equipment by personnel (of Customer or otherwise) who have not been trained by Getinge or Getinge-approved personnel, (ii) any use, modifications, service or maintenance of Equipment not expressly authorized by Getinge, (iii) inability to use the Equipment, or (iv) any

negligence or willful misconduct of Customer, its employees or agents, or any party other than Getinge. This section will apply to any action, for any cause whatsoever, whether in contract or in tort, including negligence, strict liability, warranty or otherwise, and is a separate, essential term of this Agreement, and shall be effective upon the failure of any remedy, exclusive or not. This section shall survive termination or expiration of this Agreement.

10. INDEPENDENT CONTRACTORS.

Parties to this Agreement are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the parties. No party has the authority to bind or act on behalf of any other party except as otherwise expressly stated in this Agreement. Getinge shall not be responsible for any worker's compensation claims of Customer's employees, contractor or agents.

11. ARBITRATION OF DISPUTES.

Parties agree that all disputes arising out of this Agreement, except for claims involving third parties, will be resolved by a single binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and will be conducted exclusively in New York and governed by New York laws.

12. ASSIGNMENTS.

Neither party may assign this Agreement without the express written consent of the other party, and any such assignment shall be void, invalid and shall have no legal effect; provided, however, that either party may assign this Agreement to a commonly-owned subsidiary, affiliate, division, or a successor-in-interest with at least 30 days advance written notice to other party.

13. FORCE MAJEURE.

Neither party shall be liable for any delay or failure of performance if and to the extent such delay or failure is caused by (interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, flood, the elements, epidemics, strikes, labor disputes, shortages of fuel, power, suitable parts, materials, labor or transportation, governmental or regulatory actions, or circumstances beyond its reasonable control and that by the exercise of due diligence it is unable to prevent, provided that the non-performing party uses its commercially reasonable efforts to overcome the same.

14. BOOKS AND RECORDS.

Getinge agrees that, until the expiration of 4 years after the furnishing of any goods and services pursuant to this Agreement, it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of Getinge that are necessary to certify the nature and extent of the costs incurred by Customer in purchasing such goods and services.

15. EXCLUSION.

Getinge it is not currently listed by governmental agency as excluded, debarred, or otherwise ineligible for participation in any governmental health care program.

16. HIPAA.

Getinge does not use nor expect to receive any protected health information ("PHI") as defined under HIPAA or HITECH during its routine service calls. To the extent Getinge receives any incidental disclosure of PHI as defined under 45 CFR 164.502(a)(1)(iii), Getinge agrees to keep such PHI confidential.

17. MISCELLANEOUS.

The remedies provided for herein are the sole and exclusive remedies of Customer. Waiver by Getinge of a breach by Customer of any provision of this Agreement shall not be deemed a waiver of future compliance therewith, and all of the provisions hereunder shall remain in full force and effect. This Agreement, the Quote and Appendix A collectively contain the entire and only agreement between the parties respecting service of the Equipment, and all prior and collateral representations, promises and conditions in connection therewith are superseded hereby. Any notice permitted or required under this Agreement shall be in writing and delivered to the receiving party at the address set forth in this Agreement. This Agreement shall not be construed to transfer either Party's intellectual property rights to the other Party or cover intellectual property infringement. No modification, waiver or termination of any provisions contained in this Agreement or any future representation, promise or conditions in connection with the subject matter hereof shall be binding upon Getinge or Customer unless made in writing and signed by an officer or other authorized representative thereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed an

original, but all of which together shall constitute one and the same instrument.

Exhibit A
Getinge Standard Service Warranty Policy

1. Getinge's warranty shall be as provided in this Section 1 (the "Warranty"), subject in all respects to the exclusions set forth in the following Section 2, except as may be supplemented or amended by Exhibit A-1, if attached. Getinge warrants to Customer that (i) services provided to Customer hereunder shall be performed in a good and workmanlike manner in accordance with applicable industry standards for such services, and (ii) all parts furnished under this Agreement shall be free of material defects in material and workmanship at the time of installation and for a period 90 days, unless otherwise specified. Customer specifically acknowledges and agrees that Getinge's sole and exclusive liability to Customer for a material breach of this Warranty is limited to repair or replacement of the part(s) and/or reperformance of the services, as applicable, at the sole option of Getinge. This Agreement does not extend the period or coverage of any original warranty of the Equipment.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, GETINGE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PARTS OR SERVICES PROVIDED BY GETINGE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PARTS DISTRIBUTED, BUT NOT MANUFACTURED, BY GETINGE ARE NOT WARRANTED BY GETINGE AND CUSTOMER MUST INSTEAD RELY ON THE REPRESENTATIONS AND WARRANTIES, IF ANY, PROVIDED DIRECTLY TO CUSTOMER BY THE MANUFACTURER OF SUCH EQUIPMENT.

2. EXCLUSIONS. The Service Plan and the Warranty shall not apply to the Equipment and shall be deemed null and void as to such Equipment if:

- (i) Equipment is not stored, installed, maintained or used in accordance with its applicable instructions for use or operating manual or if it is used for a purpose not indicated in the applicable instructions for use or operating manual;
- (ii) any repairs, alterations or other work has been performed by Customer or others on such Equipment, other than work performed or authorized by Getinge;
- (iii) Equipment has been damaged as a result, in whole or in part, from the use of components, accessories, parts or supplies not furnished by Getinge;
- (iv) service to the Equipment and/or parts therefor are required as the result of abuse, misuse, improper maintenance, physical damage, accident, or the negligence of any party other than Getinge; or
- (v) recommended preventative maintenance is not performed by Customer; or
- (vi) Equipment is moved from the Customer's current location.

The following are expressly excluded from the Warranty, and are not covered by the Service Plan:

- (i) cosmetic damage (e.g., nicks, dents, scrapes, scratches), however caused; and
- (ii) damage caused by accidental or unusual physical, electrical or electromagnetic stress, neglect, misuse, failure of electric power, air conditioning, humidity control, or transportation, or disaster, including fire, water, wind and lightning, vandalism or burglary, or any other cause other than ordinary use.