

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER NO 0001106421

COMPL

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
06/28/2019		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	See Details
Reference:	Location / Dept	
1020053 MEROUXL HANEYB	04CYPH112 SME	

Supplier: 0000039628
GETINGE USA SALES LLC
45 BARBOUR POND DR
WAYNE NJ 07470

email:

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 522LS2. S/N GC-32099-R05 CAS30B GENERATOR3. S/N 05200473G HS-200 WATTS RO WATER SYS WATTS RO MODER	1.00 EA	3,634.00	3,634.00	06/30/2020

VALID FROM 07-01-19 TO 06-30-19

PER QUOTE# 00063277

PY PO 1100051A

Paid Ch# 0094792215
3/4/20 \$3634.00

Sub Total Amount	3,634.00
Sales Tax Amount	0.00
Total PO Amount	3,634.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VI.BIOL	04000	00000	041A	3,634.00	2020

0001020053CHAVEZA17-JUN-2019

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.
If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

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.

REMIT TO:
 Getinge USA Sales LLC
 PO BOX 775436
 CHICAGO IL 60677-5436



INVOICE CANCELLATION

6991258587

03/18/2020

Order no.: 6920046845

Freight terms: FOB SHIPPING POINT

Payer: 2144657

Invoice Total/Currency: 3,037.50 / USD

BILL TO: 2144657

LOS RIOS COMMUNITY COLLEGE DISTRICTS
 1919 SPANOS CT
 SACRAMENTO CA 95825

SHIP TO: 2148942

FOLSOM LAKE COLLEGE
 10 COLLEGE PARKWAY
 FOLSOM CA 95630

Shipping Conditions: 17 Best Way
Terms of Payment: net 30 days

Invoice cancellation for 6991134025

Item	Product No./ Description	Quantity	UNIT	Unit price USD	Total price Tax USD	
10	ZSTH01IC Travel Hours normal IC	2	H	270.00	540.00	N
20	ZSLH01IC Labour hours normal IC	2.500	H	270.00	675.00	N
30	ZSLH01IC Labour hours normal IC	3	H	270.00	810.00	N
40	ZSLH01IC Labour hours normal IC	3.750	H	270.00	1,012.50	N
Sub Total					3,037.50	
Tax Total					0.00	
Freight Charges					0.00	
Total Amount					3,037.50	

PAST DUE INVOICES ARE SUBJECT TO A SERVICE CHARGE OF 1 1/2% PER MONTH, NOT TO EXCEED THE MAXIMUM RATE ALLOWED BY LAW. The products were carefully packed and inspected prior to shipment. All claims for damage to the products must be filed with the carrier. Damage to outside packaging which indicates potential loss or damage must be noted on the freight bill or receipt and signed by the carrier's agent. If you discover any concealed loss or damage when unpacking you must make a written claim and request for inspection to the carrier's agent within 10 days of delivery. Do not return damaged products to MAQUET, term and conditions as set forth above. Thank you for your order. If you have any questions please contact Customer Service at 888-627-8383

GETINGE USA Sales LLC, 45 Barbour Pond Drive, Wayne, NJ 07470

Getinge USA Sales, LLC
 Tax ID: 32-0503354
 DUNS #: 08-081-6893
 45 Barbour Pond Drive
 Wayne, NJ 07470

EFT Submission:
 Company Federal ID #:32-0503354
 Account Number: 1058927743
 ABA Routing Code: 043000096
 Bank Name: PNC Bank N.A.
 SWIFT #: PNCCUS33
 Bank Address: 620 Liberty Ave Pittsburgh PA 15222

Requisition

Supplier: GETINGE USA SALES LLC
45 BARBOUR POND DR
WAYNE NJ 07470
United States

0000039628

email:

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

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001020053	07/01/2019	1	
Requisition Name:			
GETINGE USA SALES, LLC PM			
Requester		Bldg#	
Linda Meroux		SME	
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: MEROUXL 12-JUN-2019			

Line-Schd	Description	Quantity	UOM	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 7/1/2019 TO 6/30/2020	1	EA	3,634.00	3,634.00	07/01/2019

3,634.00 Sub-total
0.00 Est. tax

Total Requisition Amount: 3,634.00

PER QUOTE# 00063277

FY 19 PO1100051A

RECEIVER REQUIRED

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount
GENFD	5600	11	FL.VI.BIOL	04000	00000	041A	3,634.00

Approval Signature	Approval Signature	Approval Signature
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Meroux, Linda

From: USMaintenanceAgreements <usmaintenanceagreements@getinge.com>
Sent: Wednesday, June 12, 2019 10:42 AM
To: Meroux, Linda
Cc: David Godsey
Subject: Service Plan Proposal - Folsom Lake College
Attachments: 3rd_Getinge Customer Letter_v4_ACT cust_reps.pdf; 2148942 IC- Folsom Lake College 06122019.pdf

Good Afternoon,

Attached is a proposed Service Plan for your Getinge USA Sales, LLC equipment. This proposal represents a substantial savings to you over the cost of comparable service at current rates. If it meets with your approval, please forward a signed copy of the Plan along with a purchase order.

If you have any questions or concerns, please feel free to contact us at 1 (800) 950-9912 or email us at USMaintenanceAgreements@getinge.com

Amanda McKinnon

Service Plan Administrator
Direct +1 973-709-7742
amanda.mckinnon@getinge.com
www.getinge.com



Getinge USA Sales, LLC
45 Barbour Pond Drive
Wayne, NJ 07470
USA

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.



Getinge USA Sales, LLC
45 Barbour Pond Drive
Wayne, NJ 07470
Tax ID: 32-0503354
DUNS #: 08-081-6893
1-800-475-9040
FAX: 973-709-7651
www.getinge.com/us

Agreement Proposal For

Linda Meroux
Folsom Lake College
2148942-SWIC
10 College Parkway
Folsom, CA 95630

(916) 608-6541
merouxl@flc.losrios.edu

Prepared By

Amanda McKinnon
Service Plan Administrator
USMaintenanceAgreements@getinge.com
Quote Number: Q-00063277
Last Modified Date: 6/12/2019 12:18 PM
Print Date: 6/12/2019

Date Effective: 07/01/2019 – 06/30/2020

Payment terms: ☒ **Annual**

Item	Qty	Description	Unit Sell Price	Extended Sell Price
1.	3	Quarterly Plus Plan (Q-Plus)	\$3,634.00	\$3,634.00

Getinge USA Sales, LLC:

By: _____

Name: _____

Title: _____

Date: _____

Customer's Acceptance:

By: _____

Name: _____

Title: _____

Date: _____

The price quoted in this proposal will remain firm for ninety (90) days from the Print Date above. This proposal contains confidential information and is intended solely for the use of the individual or entity to whom it is addressed. Disclosing, copying or distributing of this information is strictly prohibited.



Print Date: June 12, 2019

Equipment Schedule

<u>Line</u>	<u>Model</u>	<u>Description</u>	<u>Serial No.</u>	<u>Location</u>	<u>PM/YR</u>	<u>Plan Type</u>	<u>Pricing</u>
1	522LS	Sterilizer	05E06086	Lab	2	Q-Plus	\$2,003.00
2	CAS30B	Boiler	GC-32099-R05	Lab	2	Q-Plus	\$1,001.00
3	HS-200	RO System	05200473G			Q-Plus	\$630.00
						<u>Annual Subtotal:</u>	<u>\$3,634.00</u>

Customer Acceptance (please initial) _____

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 Sales, LLC 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

Quarterly Plus Plan (Labor Only):

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

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.



Print Date: June 12, 2019

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:

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.

Customer Acceptance (please initial) _____



Print Date: June 12, 2019

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

Customer Acceptance (please initial) _____



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 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.



Getinge USA Sales, LLC
 45 Barbour Pond Drive
 Wayne, NJ 07470
 Tax ID: 32-0503354
 DUNS #: 08-081-6893
 1-800-475-9040
 FAX: 973-709-7651
 www.getinge.com/us

Agreement Proposal For

Linda Meroux
 Folsom Lake College
 2148942-SWIC
 10 College Parkway
 Folsom, CA 95630

(916) 608-6541
 merouxl@flc.losrios.edu

Prepared By

Amanda McKinnon
 Service Plan Administrator
 USMaintenanceAgreements@getinge.com
 Quote Number: Q-00063277
 Last Modified Date: 6/12/2019 12:18 PM
 Print Date: 6/12/2019

6934010925

Date Effective: 07/01/2019 – 06/30/2020

Payment terms: ☒ Annual

Item	Qty	Description	Unit Sell Price	Extended Sell Price
1.	3	Quarterly Plus Plan (Q-Plus)	\$3,634.00	\$3,634.00

Getinge USA Sales, LLC:

DocuSigned by:
 By: Chris Schulte
 070C8B1AE039400
 Name: CHRIS SCHULTE
 Title: Vice President of Sales Operations
 Date: 7/12/2019

Customer's Acceptance:

By: _____
 Name: _____
 Title: _____
 Date: _____

The price quoted in this proposal will remain firm for ninety (90) days from the Print Date above. This proposal contains confidential information and is intended solely for the use of the individual or entity to whom it is addressed. Disclosing, copying or distributing of this information is strictly prohibited.



Print Date: June 12, 2019

Equipment Schedule

<u>Line</u>	<u>Model</u>	<u>Description</u>	<u>Serial No.</u>	<u>Location</u>	<u>PM/YR</u>	<u>Plan Type</u>	<u>Pricing</u>
1	522LS	Sterilizer	05E06086	Lab	2	Q-Plus	\$2,003.00
2	CAS30B	Boiler	GC-32099-R05	Lab	2	Q-Plus	\$1,001.00
3	HS-200	RO System	05200473G		2	Q-Plus	\$630.00
						<u>Annual</u> <u>Subtotal:</u>	<u>\$3,634.00</u>

Customer Acceptance (please initial) _____

Page 2 of 9



Print Date: June 12, 2019

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 Sales, LLC 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

Quarterly Plus Plan (Labor Only):

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

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.

Customer Acceptance (please initial) _____



Print Date: June 12, 2019

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:

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.

Customer Acceptance (please initial) _____

Page 4 of 9



Print Date: June 12, 2019

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

Customer Acceptance (please Initial) _____



Print Date: June 12, 2019

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 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.

Customer Acceptance (please Initial) _____



Print Date: June 12, 2019

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.



Print Date: June 12, 2019

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.



Print Date: June 12, 2019

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.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145

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

PURCHASE ORDER NO 0001106421

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
06/28/2019		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	See Details
Reference:	Location / Dept	
1020053 MEROUXL HANEYB	04CYPH112 SME	

Supplier: 0000039628
 GETINGE USA SALES LLC
 45 BARBOUR POND DR
 WAYNE NJ 07470

email:

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 522LS2. S/N GC-32099-R05 CAS30B GENERATOR3. S/N 05200473G HS-200 WATTS RO WATER SYS WATTS RO MODER	1.00 EA	3,634.00	3,634.00	06/30/2020

VALID FROM 07-01-19 TO 06-30-19

PER QUOTE# 00063277

PY PO 1100051A

Sub Total Amount	3,634.00
Sales Tax Amount	0.00
Total PO Amount	3,634.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VI.BIOL	04000	00000	041A	3,634.00	2020

0001020053CHAVEZA17-JUN-2019

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.
 If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

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.