



Priority 2025	Project No.	Capital Description	MCHCD Board Approved	Completed YES/NO		Actual Cost - Q4 2024 and Q1 2025	Requested Approval Amount	Project planned Duration / Completion Date
High	2025-01	Roof Leak - Central Supply Area of the OR Suite - Phase 1	Needs Approval	Yes	Roof developed a leak that damaged the walls and supplies. Redwood Roofing made temporary repairs and will come back when we have a break in the weather to complete the work.	\$ 17,679	\$17,679.00	Jan-25
High	2025-02	Kitchen - Dishwasher Booster Water Heater	Needs Approval	Yes	Booster Water Heater Failed, This unit supplies the 180 degree water to the dishwasher to comply with infection control standards. Heater was replaced and plumbing was improved to help improve reliability in the future.	\$8,675.40 + internal labor and project management 10%= \$867.54 Total+ \$9,542.94	\$9,542.94	Completed - November 2024
Medium	2025-03	Kitchen - Garbage Disposal	Needs Approval	Yes	Garbage Disposal Failed, We had a replacement unit in storage for when it was needed. Plumbing retrofit was constructed inhouse. Installed with in-house AH Technicians. No outside contractor required.	In-House Cost - 2 Techs (20 hours) = 40 hours of labor	\$0.00	Completed - November 2024
High	2025-04	CT Scanner - HVAC Unit	Needs Approval	Yes	CT HVAC Failed, Refrigerant leak in the rooftop condenser coil was not repairable. New coil was purchased and installed with in-house and outside HVAC Contracted help.	Cost of coil <10k plus inhouse labor and HVAC Contractor assistance.	\$7,168.94	Completed - November 2024
High	2025-05	Update - Vacuum Pump - Repair Lag Timer	May need additional funding to complete the project	No	Overloads tripping frequently. Lag timer may be causing both pumps to run. This repair was to keep the system going while the Long term project to retrofit the system can be executed. After examining the scope of the work for the MCHCD approved project, HCAI will require a permitted project to be executed. Our initial plan was to do this as a repair. This would have avoided the high cost of an HCAI Project.	<\$5k for ongoing repairs to keep the system running	TBD	Completed - November 2024
High	2025-06	Electric Steam Generator - Elements & Blowdown	Needs Approval	Yes	Back-up Steam Generator that supply the steam for OR Autoclave Failed, Heating elements replaced and Blowdown Timers replaced.	<\$10k for parts, labor performed by in-house Technicians. w/ Vendor assistance	\$7,129.10	Completed - November 2024
Medium	2025-07	AJ Gray - Home Health - Bathroom - Sewer	Needs Approval	Yes	Restroom in AJ Gray Building has frequent issues. Drain Service complete and power flush toilet installed. This will be monitored for future issues and possible plumbing work needed in the future.	Drain service and new toilet <\$1500	\$737.19	Completed - November 2024
High	2025-08	Ambulance Service - (3) Gurney Repairs	Needs Approval	Yes	3 powerlift gurneys required repairs and maintenance. Outside Stryker Tech repaired onsite.	<\$3k for parts & repairs	\$1,964.00	Completed - November 2024
Medium	2025-09	Ambulance - Vinyl Wrap for new unit to go into service, all other work has been completed.	Needs Approval	Yes	New Ambulance will need to be wrapped before it can go into service.	\$5,461.17	\$5,461.17	Completed - January 2025
High	2025-10	Kitchen - Walk-In Freezer / Refrigerator	Needs Approval	No	Door for the freezer is not repairable. Heat tape has failed causing the door to be frozen shut often. The Refrigerator seal and door latch are failing. Doors do not seal properly causing the refrigeration units to run excessively. Hobart will quote replacement doors in December 2024	TBD	TBD	TBD
Planning	2025-11	Nihon Koden Patient Monitoring Equipment Upgrade	Needs Approval	No	Existing Patient Monitoring Equipment is over 30 years old. The equipment is End of Life/End of Service, Replacement parts are Rare to find.	200943.53 + Tax @ 8.88%=218,787.32 Freight TBD	\$218,787.32	2025
Medium	2025-12	Doorway / Threshold - Uneven flooring repairs in MedSurg	Needs Approval	No	Hallway flooring and patient rooms are at different levels, The threshold at the transition is causing a safety issue when entering and exiting the rooms.	\$ 7,830	\$7,830.00	Jan-25

\$276,299.66 Total Requested

REDWOOD ROOFERS

17851 NORTH HIGHWAY 1
FORT BRAGG, CA 95437
(707) 937-1700

STATEMENT

23 December 2024

Adventist Health
700 River Drive
Fort Bragg, Calif. 95437

ID N^o: ADVENTISTHEALTH700RIVERDRIVEFORTBRAGGCCA95437

Date	Description	Cost
19 December 2024	Roofing Bid: Adventist Health 700 River Drive Fort Bragg, Calif. 95437 Hospital Low-Pitched Area (Northern Roofing Area Over Operating Theater. Cost of Labor & Materials.	\$17,679.00
	TOTAL DUE	\$17,679.00

Thank You,



Dakota Murray | General Manager
Redwood Roofers | Contractor's License # 957548
707.937.1700 (Phone) | 707.937.4345 (FAX)
info@redwoodroofers.com | www.redwoodroofers.com

Fort Bragg Plumbing

P.O. Box 1878
 Fort Bragg, CA 95437
 Phone: 707-964-0604
 Fax: 707-964-1404
 Lic # 407516



Code: 073 841002 662200

Sold To			
Adventist Health Mendocino Coast 700 River Drive Fort Bragg CA 95437		Invoice Number:	W30060
		Invoice Date:	Nov 27/24
		Work Order #:	24201
		Customer Code:	700RIVERDR
Job Address			
700 River Drive Fort Bragg CA 95437			

Description of Work
Johnston,Peter <JohnstPJ@ah.org> 10-10-24 Inspected location of dishwasher heat booster replacement will need to relocate one bay over under counter countertop. 11-15-24 Worked with James removing heat booster for dishwasher, plumbing, waterlines, and installing new unit one bay to the north under umlaut op and relocating pressure tank one bay to the south return to assist Jeff with rewiring new unit check for proper function of unit and leaks. Demo old and install new dishwasher water heater unit Replace all piping in between.

Hours	Labor	Price	Total
	Total Labor		2,790.40
		TOTAL	2,790.40

Quantity	Description	Price	Total
4.00	propress 3/4 cop x mip adapter	9.95	39.80
2.00	Propress 3/4 lf copxfip adapter	10.80	21.60
8.00	Propress 3/4 90 ell copper	7.76	62.08
3.00	RWV 2-Piece Ball Valve 3/4"Propress	60.82	182.46
1.00	PPRU34 PROPRESS UNION 3/4"	46.78	46.78
2.00	3/4 " Union, Brass	32.15	64.30
12.00	3/4" Type L Copper Pipe	8.66	103.92
2.00	Propress 3/4 45 ell copper	6.77	13.54
		TOTAL	534.48

Quantity	Description	Price	Total
		TOTAL	0.00

Payment due on receipt of invoice 2% per month on past due accounts (\$1.75 minimum). Thank you for your business!	Subtotal	3,324.88
	Tax(on 534.48)	47.44
		0.00
	TOTAL DUE	3,372.32

To pay now, simply scan the QR Code below!

INVOICE

PAGE 1/1

REMIT TO:

Lennox Industries Inc.
PO Box 910549
Dallas TX 75391-0549

INVOICE NO.:
CUSTOMER NO.:
INVOICE DATE:
ORDER NO.:
DELIVERY NO.:
PST NO.:

570748593
C05565
11-08-2024
38792048
4730143059

BILL TO:

Atlantis Htg & Cooling
PO Box 550
Albion CA 95410-0550

SHIP TO:

Atlantis Htg
700 RIVER DR
Fort Bragg CA 95437-5403

CUSTOMER P.O.

advantis health hospital

SHIPPED FROM

Shipping Pt: Eastvale

SALES OFFICE

U446 Sacramento

PAYMENT TERMS

Credit Card

FREIGHT TERMS

PPF Prepay and Add Once(Flat Rate)

TERRITORY MANAGER

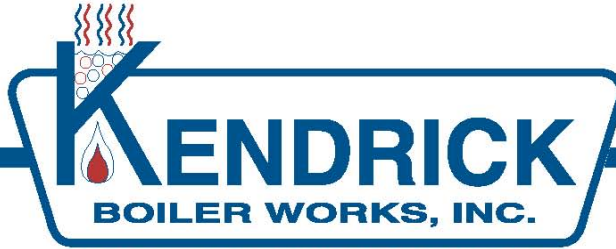
187 Sacramento

MATERIAL NUMBER	ITEM IDENTIFICATION AND DESCRIPTION	SHIP QUANTITY	ITEM PRICE	EXTENDED/ PRICE
55W66	600114-09 COIL ASSY-COND	1	6,503.00	6,503.00

	Net Price			6,503.00
	Standard Freight			88.80
	Net after Surcharges			6,591.80
	State Sales Tax			390.18
	State Sales Tax			
	County Tax			81.29
	Local Sales Tax			105.67

INVOICE TOTAL (U.S. Dollars)				7,168.94
Payment Type : VISA CARD#:				
NOTES:				
Reference #: 0570748593				

CLAIMS: We are not responsible for damage to merchandise in transit. Our responsibility ceases when we deliver the merchandise in good order to the transportation company. Purchasers should examine shipments carefully before accepting delivery from the transportation company. Damage or breakage should be noted by the transportation agent on the freight bill, thus enabling the purchaser to obtain prompt payment from the transportation company.
Overdue accounts are subject to a monthly service charge of 1½% (18% per annum).
QUESTIONS CONCERNING THIS INVOICE SHOULD BE FAXED TO 1-972-497-6107 OR PHONE 1-888-329-2666.



INVOICE

24082604

BURNERS & CONTROLS
TUBES & REFRACTORY
TANKS & HEAT EXCHANGERS

66 P & S LANE
NEWCASTLE, CA 95658
(530) 823-3860 • FAX (530) 823-3701

COMBUSTION EQUIPMENT SPECIALISTS
CSLB #395285

TO:

Advenstist Health Mendocinco Coast
adventist@invoicedeliveryservices.com
PO Box 619085
Roseville, CA 95661
844-383-5680

SHIP TO:

Adventist Health Mendocinco Coast
Attn: Peter Johnston - Engineering
700 River Drive
Fort Bragg, CA 95437

INVOICE DATE	CUSTOMER ORDER	SHIP VIA	F.O.B.	SHIP DATE	TERMS
8/26/2024	ADV84605731		Newcastle, CA	8/22/2024	Net 30

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	AMOUNT
		Completed the annual PM service on each of the two (2) Bryan hot water boilers and the two (2) Electro-Steam high pressure steam boilers. All were in good condition, including the water side of the steam boilers and only light soot on the Bryan fireside surfaces. Reports were sent to Peter Johnston.		
		----- Parts:		
2	04-587	MCDONNELL MILLER CO-12 GASKET (FOR 63,ETC)	1.62	3.24T
6	02-027.1	5/8"ID X .9"OD x 3/8"H #584-2 TEFLON BUTLER SIGHT GLASS SEALS, 4-PIECE SET - LARGE NUT	29.76	178.56T
1	02-003	5/8" X 12" PYREX RED LINE GAGE GLASS	20.83	20.83T
		----- Labor:		
10	00-003.1	Labor, Field Services - M. Paredes - 8/21/24 & 8/22/24	195.00	1,950.00
3	00-003.2	Overtime Labor, Field Services "A"- M. Paredes - 8/21/24	225.00	675.00
15.5	00-001.1	Service/Consulting/Engineering - G. Kendrick - 8/21/24 & 8/22/24 (no OT charged)	195.00	3,022.50
		----- Other Charges:		
2	00-306.12	Combustion Analyzer and Report (Multiple Units)	108.00	216.00
484	00-309	Vehicle Mileage Charge	1.25	605.00
2	00-304	Per Diem Room & Board	220.00	440.00
			SALES TAX	\$17.97
			TOTAL	\$7,129.10

CONVENIENCE FEE OF 3% WILL BE CHARGED ON ALL CREDIT CARD PAYMENTS

INTEREST CHARGED ON PAST DUE ACCOUNTS @ 1.5% PER MONTH

Nailor's Plumbing Service

16551 Canyon Dr.
Fort Bragg, CA 95437

Invoice

Date	Invoice #
12/4/2024	2592

Bill To
Adventist Health Mendocino Coast Atten: Peter Johnston 700 River Rd Fort Bragg, Ca. 95437

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	U/M	Rate	Amount
	Services performed at A.J. Gray building. Maintenance personnel informed me that after they had deploy the snake down the sewer main that a snake had to pet broke off. Attempted to deploy both sewer camera systems down the cast-iron sewer main and unfortunately due to the combination of a water closet 90° elbow and a Santee fitting along with a Combi tee made it extremely difficult to deploy the sewer camera to inspect the sewer main. Attempted to deploy the sewer camera down the 2 inch vent from the rough and discovered that the snake had was stuck in the lead flashing covering the plumbing vent. Remove the snake head out from the vent and performed a flow test to the sewer main and found it to be draining normally. Informed maintenance that given the description of the problems that they have been having with this toilet in this restroom I have suggested to have the toilet replaced with a Kohler pressure lite toilet. I do believe that the existing gravity flush Briggs toilet has failed and needs to be replaced.			
1	SEWER CAMERA RATE \$250.00/HR. ONE HR MIN CHARGE		250.00	250.00
0.5	PLUMBING JOURNEYMAN RATE \$115/HR. ONE HR MIN CHARGE		115.00	57.50
	CITY LIMITS SALES TAX		8.875%	0.00

CREDIT CARD PAYMENTS ARE SUBJECT TO A 3.5% SURCHARGE.
THANK YOU FOR YOUR BUSINESS!

Total \$307.50

PACE Supply Corp
 P.O. Box 744915
 Los Angeles, CA 90074-4915



INVOICE

INVOICE DATE 12/05/24	INVOICE # 0210047920	PAGE 1 of 1
DATE SHIPPED 12/05/24	CUSTOMER # 193524-00	

Branch Contact: 707-462-8707 FAX: 707-463-0943
 Accounting & Credit: 855-306-5689

SHIP TO

ADVENTIST HEALTH SYSTEM/WEST
 ONE ADVENTIST HEALTH WAY
 ROSEVILLE, CA 95661

ADVENTIST HEALTH
 700 RIVER DRIVE
 FORT BRAGG, CA 95437

CUSTOMER PURCHASE ORDER 073 841002 655100		JOB NAME		SHIPPED VIA OUR TRUCK		TERMS NET 30		TAXABLE ITEMS	
PART/DESCRIPTION				ORDER	SHIP	UNIT PRICE	EXTENSION		
KOHK4304WHT TOILET BOWL EB PA ADA WHT HIGHLINE KOHLER TRANSFER# 12049277825L1				1	1	96.0300	96.03	Y	
KOHK4484WHT TOILET TANK 1GPF PA WHT HIGHLINE KOHLER				1	1	242.7500	242.75	Y	
KOHK4636RLWHT EBCFWC PLASTIC QUIET CLOSE SEAT WHT CACHET KOHLER ⚠ WARNING: The products you have purchased can expose you to chemicals and/or substances, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov				1	1	40.8800	40.88	Y	
<p>Remit to: PACE Supply Corp P.O. Box 744915 Los Angeles, CA 90074-4915 DUE TO THE SUSTAINED SURGE IN FUEL PRICES, EFFECTIVE IMMEDIATELY, WE ARE INCREASING OUR STANDARD DELIVERY FEE FROM \$10 TO \$15. LIMIT ONE FEE PER DAY, PER JOB.,</p>									
THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE		GROSS 379.66	TAX% 8.875	SALES TAX 35.03	SHIPPING & HANDLING 15.00	OTHER CHARGES 0.00	INVOICE TOTAL 429.69		
TO VIEW ONLINE GO TO: https://pacesupply.billtrust.com		USE THIS ENROLLMENT TOKEN: MXV VDR FSV		BILLTRUST ACCOUNT #		193524			

Material Signed for by: Adventist Health 12/05/24



1941 Stryker Way, Suite A
Portage, MI 49002 USA

Invoice
9207771142

Bill to: 224736

MENDOCINO COAST DISTRICT HOSP
ATTN: ACCOUNTS PAYABLE DEPARTMENT
700 RIVER DR
FORT BRAGG CA 95437 - 5403

Customer Information

Invoice # 9207771142
Invoice Date 11/15/2024
Currency USD
Payer Number 224736
Payer Name MENDOCINO COAST DISTRICT HOSP

Ship to

224736

MENDOCINO COAST DISTRICT HOSP
700 RIVER DR
FORT BRAGG CA 95437-5403

Remit to :

Electronic Payments:

JPMorgan Chase
ABA 071000013 (ACH)
Account: 1035237
ABA 021000021 (WIRE)
SWIFT Code: CHASUS33XXX

Checks:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

For product related inquiries please contact:
Stryker Medical Customer Service: 800-327-0770
For accounts and billing related inquiries please contact:
Stryker account receivable: 800-733-2383(Option 2)

Please transmit in CTX format. If CTX is not possible, please send remittance information by email to EFTpayments@stryker.com

Header Information

Customer PO	Davey Beak 11142024	Stryker Case #	20436071
Payment Terms	Net due in 30 days	Payment Due Date	12/15/2024
Terms of Delivery	PCO ORIGIN		

Item	Item#/GTIN	Description	Extended Price
	6506000000	POWER-PRO XT	
	Repaired Serial No:	2002003500068	
	LABOR-EMS	LABOR-EMS IN QUARTER HOURS	
	PM-COT-FASTNERS	PM Cot Fasteners	528.00



1941 Stryker Way, Suite A
Portage, MI 49002 USA

Invoice
9207771142

Item	Item#/GTIN	Description	Extended Price
Item Total			528.00
Gross Amount			528.00

The purchase of products pursuant to this invoice is subject to Stryker's then current terms of sale set forth at (see www.stryker.com/stnc). Any different or additional terms on any purchase order or other document submitted by Buyer are expressly rejected by Stryker. Acceptance of Buyer's purchase order and shipping of Stryker product to Buyer does not serve as acceptance of any such different or additional terms.

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STRYKER RESERVES THE RIGHT TO CHARGE A 1.5% MONTHLY FINANCE CHARGE (18% PER ANNUM) ON ALL AMOUNTS REMAINING UNPAID AT THE END OF THE NET PERIOD.

NO MERCHANDISE WILL BE ACCEPTED FOR RETURN WITHOUT PRIOR AUTHORIZATION. TO OBTAIN A RETURN AUTHORIZATION OR TO REPORT DISCREPENCIES, PLEASE CALL CUSTOMER SERVICE AT THE NUMBER INDICATED ABOVE.

Please refer to www.stryker.com/returnpolicy for Stryker's product return policies.



1941 Stryker Way, Suite A
Portage, MI 49002 USA

Invoice

9207771144

Bill to: 224736

MENDOCINO COAST DISTRICT HOSP
ATTN: ACCOUNTS PAYABLE DEPARTMENT
700 RIVER DR
FORT BRAGG CA 95437 - 5403

Customer Information	
Invoice #	9207771144
Invoice Date	11/15/2024
Currency	USD
Payer Number	224736
Payer Name	MENDOCINO COAST DISTRICT HOSP

Ship to
224736
MENDOCINO COAST DISTRICT HOSP 700 RIVER DR FORT BRAGG CA 95437-5403

Remit to :	
Electronic Payments: JPMorgan Chase ABA 071000013 (ACH) Account: 1035237 ABA 021000021 (WIRE) SWIFT Code: CHASUS33XXX	Checks: Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA

For product related inquiries please contact:
Stryker Medical Customer Service: 800-327-0770
For accounts and billing related inquiries please contact:
Stryker account receivable: 800-733-2383(Option 2)

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Header Information			
Customer PO	Davey Beak 11142024	Stryker Case #	20436081
Payment Terms	Net due in 30 days	Payment Due Date	12/15/2024
Terms of Delivery	PCO ORIGIN		

Item	Item#/GTIN	Description	Extended Price
	639005550001	MTS POWER LOAD	
	Repaired Serial No:	2108012400203	
	LABOR-EMS	LABOR-EMS IN QUARTER HOURS	
	PM-COT-FASTNERS	PM Cot Fasteners	528.00



1941 Stryker Way, Suite A
Portage, MI 49002 USA

Invoice
9207771144

Item	Item#/GTIN	Description	Extended Price
			Item Total
			528.00
			Gross Amount
			528.00

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1941 Stryker Way, Suite A
Portage, MI 49002 USA

Invoice
9207771147

Bill to: 224736

MENDOCINO COAST DISTRICT HOSP
ATTN: ACCOUNTS PAYABLE DEPARTMENT
700 RIVER DR
FORT BRAGG CA 95437 - 5403

Customer Information

Invoice # 9207771147
Invoice Date 11/15/2024
Currency USD
Payer Number 224736
Payer Name MENDOCINO COAST DISTRICT HOSP

Ship to

224736

MENDOCINO COAST DISTRICT HOSP
700 RIVER DR
FORT BRAGG CA 95437-5403

Remit to :

Electronic Payments:

JPMorgan Chase
ABA 071000013 (ACH)
Account: 1035237
ABA 021000021 (WIRE)
SWIFT Code: CHASUS33XXX

Checks:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

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Stryker account receivable: 800-733-2383(Option 2)

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Header Information

Customer PO	Davey Beak 11142024	Stryker Case #	20436098
Payment Terms	Net due in 30 days	Payment Due Date	12/15/2024
Terms of Delivery	PCO ORIGIN		

Item	Item#/GTIN	Description	Extended Price
	6390000000	POWER LOAD	
	Repaired Serial No:	2001003400161	
	639007000007	TRANSFER LOCK PLATE KIT	380.00
	LABOR-EMS	LABOR-EMS IN QUARTER HOURS	



1941 Stryker Way, Suite A
Portage, MI 49002 USA

Invoice
9207771147

Item	Item#/GTIN	Description	Extended Price
	PM-COT-FASTNERS	PM Cot Fasteners	528.00
Item Total			908.00
Gross Amount			908.00

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ChromaGraphics

440 Tesconi Circle
 Santa Rosa CA, 95401

Invoice

No: 106054

Date: 1/13/25

Customer PO:

Bill To:

David Beak
 Adventist Health - Mendocino Coast
 700 River Dr
 Fort Bragg CA 95437
 Phone: 707-734-0172
 E-Mail: beakdm@ah.org

PAY NOW

Quantity	Description	Amount
1	Ambulance Van Graphics with Install - Sides, Rear, Brow, Hood	\$ 4,800.35
4	Additional Rear Stars of Life Decals - Supplied Ready to Apply	\$ 175.66
Sales Rep: Greg Johnston Ordered by: David Beak Terms: COD		SUBTOTAL \$ 4,976.01 TAX \$ 485.16 SHIPPING \$ 0.00 DEPOSITS \$ 0.00 TOTAL \$ 5,461.17 AMOUNT DUE \$ 5,461.17

Adventist Health Mendocino Coast
700 River Dr
Fort Bragg, CA - 95437

Dear Customer,

Since our inception more than 70 years ago, Nihon Kohden has dedicated itself exclusively to advancing patient monitoring, neurology and critical care, driven by our desire to help patients around the world. Our tireless work, as well as our experiences on the front lines of healthcare, have given us deep insights into the challenges faced by the healthcare industry— challenges we are committed to helping you meet. Each Nihon Kohden advancement is designed with one purpose in mind: To solve a problem healthcare providers face in delivering exemplary care to their patients.

In today's world we also understand that your challenges are more than just products. Our differentiation does not stop with our approach to patient care. Rather, it continues with meaningful financial models to make our technology accessible to all. When you are ready to move forward we can help to lessen the financial burden of a capital equipment purchase or eliminate it completely using one of our many customized financial models. We host an array of equipment acquisition models from subscription and all-inclusive service programs to usage-based options that can meet whatever your financial goals are for this project.

NKA's core purpose, our drive, has always been to design and build medical devices that increase patient care quality, while delivering measurable savings to the hospitals we serve. By providing more cost-efficient, state-of-the-art solutions, we enable hospitals to do more—to achieve a level of operational and financial performance that translates into more patients served, and more lives saved.

We welcome the chance to discuss our offerings in further detail.

Very respectfully,



Michael Cowulich
VP of Sales, Patient Monitoring

CUSTOMER Adventist Health Mendocino Coast 700 River Dr Fort Bragg, CA - 95437	Quote #	804040
	Date	12/09/2024
	Valid Until	03/09/2025
	Payment Terms	80% on Delivery, 20% Net 30 days.
	FOB Terms	FOB Destination, Prepaid and Added
	GPO	Vizient Academic #CE7635 - C 25%, S 9.5%
	Prepared By	Bryan Thomas
	Email	bryan_thomas@nihonkohden.com
	Phone	916-397-2968

Quote Summary

Department	Total Cost	Total Disc (\$)	Net Amount
Pre-Operative (Pre-Op/Outpatient)	\$13,160.56	\$1,631.87	\$11,528.69
Post-Anesthesia Care Unit (PACU)	\$10,768.54	\$2,820.16	\$7,948.38
Others (GI)	\$25,339.49	\$7,182.21	\$18,157.28
Operating Room (OR)	\$57,045.06	\$16,328.69	\$40,716.37
Emergency Department (ED)	\$32,892.04	\$9,199.32	\$23,692.72
Medical Surgical (MedSurg)	\$22,984.80	\$5,903.39	\$17,081.41
IT Items (Interface Products and Services)	\$42,105.00		\$42,105.00
INSTALL-SOLUTION Standard	\$39,713.68		\$39,713.68
Total	\$244,009.17	\$43,065.64	\$200,943.53

Department: Pre-Operative (Pre-Op/Outpatient)

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
A/XEROX-B610	Xerox VersaLink B610 LED Printer	1	2,100.00	2,100.00			2,100.00
A/TL-SMRT500RT	UPS, Remote CNS/RNS - Rack Mount	1	650.00	650.00			650.00
A/WC-0002-05	Wall Channel 19", Seismic	8	97.20	777.60	233.28	30.00	544.32
A/WMM-0002-02	Arm, Pivot Support BSM4/5/6000/G5/G5 Max	8	306.72	2,453.76	736.13	30.00	1,717.63
A/WMM-0006-04	Hook, Utility, Pivoting Arms	8	37.80	302.40	90.72	30.00	211.68
A/0051-16	Mounting Adapter Plate, BSM-3500	8	81.00	648.00	194.40	30.00	453.60
JC-906PA	Cable, ECG Adult, For 3 And 6 Lead Set	8	152.00	1,216.00	115.52	9.50	1,100.48
BR-903PA	Lead Block, 3 Lead Clip	8	103.50	828.00	78.66	9.50	749.34
YN-901P	NIBP 3.5M Air Hose For Adult/Child BP	8	115.00	920.00	87.40	9.50	832.60
YP-712T	Reusable BP Cuff For Adult Small, 1 Unit	8	42.00	336.00	31.92	9.50	304.08
YP-713T	Reusable BP Cuff For Adult Reg, 1 Unit	8	42.00	336.00	31.92	9.50	304.08
YP-714T	Reusable BP Cuff For Adult Large, 1 Unit	8	42.00	336.00	31.92	9.50	304.08
BSM-1753A/BU	Backup, Transport Monitor, 3 MP, Nellcor	1	2,256.80	2,256.80			2,256.80
Department total							11,528.69

Department: Post-Anesthesia Care Unit (PACU)

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
A/WC-0002-05	Wall Channel 19", Seismic	2	97.20	194.40	58.32	30.00	136.08
A/WMM-0002-02	Arm, Pivot Support BSM4/5/6000/G5/G5 Max	2	306.72	613.44	184.03	30.00	429.41
A/WMM-0006-04	Hook, Utility, Pivoting Arms	2	37.80	75.60	22.68	30.00	52.92
A/0051-16	Mounting Adapter Plate, BSM-3500	2	81.00	162.00	48.60	30.00	113.40

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
A/FQW-50-2-100	Paper, BSM3/6000/G Series, 10 Pads/Box	1	37.50	37.50	3.56	9.49	33.94
JC-906PA	Cable, ECG Adult, For 3 And 6 Lead Set	2	152.00	304.00	28.88	9.50	275.12
BR-903PA	Lead Block, 3 Lead Clip	2	103.50	207.00	19.67	9.50	187.33
TG-980P	Cap-One Smart Cable EtCO2 Sensor	2	3,250.80	6,501.60	2,200.48	33.85	4,301.12
YG-221T	Adult Nasal Adapter, O2 30 EA TG-980P	2	430.00	860.00	81.70	9.50	778.30
YG-211T	Cap-One, Intubated Airway Adapter, B/30	2	346.00	692.00	65.74	9.50	626.26
JP-920P	Connection Cable, IBP For Edwards	2	189.00	378.00	35.91	9.50	342.09
A/11-CA-400-12	Temp Adapt Cable, Right Angle	2	52.00	104.00	9.88	9.50	94.12
A/10-1610-040C	Gen Purp Temp. Probe, 400 Series, 40/Box	1	157.00	157.00	14.92	9.50	142.08
YN-901P	NIBP 3.5M Air Hose For Adult/Child BP	2	115.00	230.00	21.85	9.50	208.15
YP-712T	Reusable BP Cuff For Adult Small, 1 Unit	2	42.00	84.00	7.98	9.50	76.02
YP-713T	Reusable BP Cuff For Adult Reg, 1 Unit	2	42.00	84.00	7.98	9.50	76.02
YP-714T	Reusable BP Cuff For Adult Large, 1 Unit	2	42.00	84.00	7.98	9.50	76.02
Department total							7,948.38

Department: Others (GI)

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
CSM-1630-CUKIT/ZA	Life Scope G5 15", Core Unit Promo	1	9,500.00	9,500.00	2,850.00	30.00	6,650.00
SB-950P-DB	Battery Pack, G5 and G5 Max	1	330.00	330.00	31.35	9.50	298.65
WS-151P	Recorder Module, G5	1	918.00	918.00	275.40	30.00	642.60
A/FQW-50-2-100	Paper, BSM3/6000/G Series, 10 Pads/Box	1	37.50	37.50	3.56	9.49	33.94
A/WMM-0002-02	Arm, Pivot Support BSM4/5/6000/G5/G5 Max	1	306.72	306.72	92.02	30.00	214.70

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
A/WMM-0006-04	Hook, Utility, Pivoting Arms	1	37.80	37.80	11.34	30.00	26.46
A/0071-16	Mounting Adaptor, GF-210 RA BSM-5/6000	1	70.20	70.20	21.06	30.00	49.14
IF-920P	Interf. Drager Anesthesia Workstations	1	864.00	864.00	259.20	30.00	604.80
GF-210RA	Multigas Unit	1	11,134.80	11,134.80	3,340.44	30.00	7,794.36
YJ-601P	Cable, Connecting, GF210RA, 8'	1	495.72	495.72	148.72	30.00	347.00
YG-600P	Watertrap, GF-210RA, Box / 10	1	414.00	414.00	39.33	9.50	374.67
A/8290286	Sampling Line, GF-210RA (10 Per Box)	1	80.00	80.00	7.60	9.50	72.40
6144900614B	Exhaust Gas Tube, GF-210RA	1	75.25	75.25			75.25
YG-620P	Adapter, T-Shaped, Straight, GF210, B/25	1	195.00	195.00	18.53	9.50	176.47
YG-621P	Adapter, L-Shaped, Elbow, GF210, Box 25	1	195.00	195.00	18.53	9.50	176.47
JC-906PA	Cable, ECG Adult, For 3 And 6 Lead Set	1	152.00	152.00	14.44	9.50	137.56
BR-903PA	Lead Block, 3 Lead Clip	1	103.50	103.50	9.83	9.50	93.67
JP-920P	Connection Cable, IBP For Edwards	1	189.00	189.00	17.96	9.50	171.04
YN-901P	NIBP 3.5M Air Hose For Adult/Child BP	1	115.00	115.00	10.93	9.50	104.07
YP-712T	Reusable BP Cuff For Adult Small, 1 Unit	1	42.00	42.00	3.99	9.50	38.01
YP-713T	Reusable BP Cuff For Adult Reg, 1 Unit	1	42.00	42.00	3.99	9.50	38.01
YP-714T	Reusable BP Cuff For Adult Large, 1 Unit	1	42.00	42.00	3.99	9.50	38.01
Department total							18,157.28

Department: Operating Room (OR)

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
CSM-1730-CUKIT-ZA	Life Scope G7 CU, Trade In	2	18,500.00	37,000.00	11,100.00	30.00	25,900.00

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
A/FLP-0009-04	Mount, Flat Panel, Flush	2	351.00	702.00	210.60	30.00	491.40
A/0050-01	Pole Clamp for Micro Pod, G7 JA-170PA	2	206.28	412.56	123.77	30.00	288.79
YS-118P0	DAU Connection Cable 0.9M, G7	2	300.00	600.00	57.00	9.50	543.00
A/WS-0003-23B	Cable Management Hook for G5/G7 Mount	2	464.40	928.80	278.64	30.00	650.16
DH-159P	Unit Holder, AA For DAU	2	99.00	198.00	59.40	30.00	138.60
AA-174P	Multi Amp Unit, 4-Port G5 and G7	2	1,425.60	2,851.20	855.36	30.00	1,995.84
WS-171P	Recorder Unit, G7	2	1,620.00	3,240.00	972.00	30.00	2,268.00
YS-118P8	Recorder Cable 1.5M, G7	2	212.50	425.00	40.38	9.50	384.62
A/FQW-50-2-100	Paper, BSM3/6000/G Series, 10 Pads/Box	1	37.50	37.50	3.56	9.49	33.94
IF-920P	Interf. Drager Anesthesia Workstations	2	864.00	1,728.00	518.40	30.00	1,209.60
JC-906PA	Cable, ECG Adult, For 3 And 6 Lead Set	2	152.00	304.00	28.88	9.50	275.12
BR-903PA	Lead Block, 3 Lead Clip	2	103.50	207.00	19.67	9.50	187.33
NK-ASPECT-BISX	BISx Processor And Smart Cable Conn Mod	2	3,078.00	6,156.00	1,846.80	30.00	4,309.20
JT-950P	Cardiac Output Smart Cable	2	378.00	756.00	71.82	9.50	684.18
JP-920P	Connection Cable, IBP For Edwards	4	189.00	756.00	71.82	9.50	684.18
A/11-CA-400-12	Temp Adapt Cable, Right Angle	2	52.00	104.00	9.88	9.50	94.12
A/10-1610-040C	Gen Purp Temp. Probe, 400 Series, 40/Box	1	157.00	157.00	14.92	9.50	142.08
YN-901P	NIBP 3.5M Air Hose For Adult/Child BP	2	115.00	230.00	21.85	9.50	208.15
YP-712T	Reusable BP Cuff For Adult Small, 1 Unit	2	42.00	84.00	7.98	9.50	76.02
YP-713T	Reusable BP Cuff For Adult Reg, 1 Unit	2	42.00	84.00	7.98	9.50	76.02
YP-714T	Reusable BP Cuff For Adult Large, 1 Unit	2	42.00	84.00	7.98	9.50	76.02

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
Department total							40,716.37

Department: Emergency Department (ED)

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
#CNS-6801-EXP-16	8-16 Patient Expan, CNS-6801 No Display	1	14,327.28	14,327.28	4,298.18	30.00	10,029.10
CSM-1530-CUKIT/ZA	Life Scope G5 12", Core Unit Promo	1	5,750.00	5,750.00	1,725.00	30.00	4,025.00
SB-950P-DB	Battery Pack, G5 and G5 Max	1	330.00	330.00	31.35	9.50	298.65
NK-RS-5100	Roll Stand For BSM5/6000	1	710.64	710.64	213.19	30.00	497.45
JC-906PA	Cable, ECG Adult, For 3 And 6 Lead Set	1	152.00	152.00	14.44	9.50	137.56
BR-903PA	Lead Block, 3 Lead Clip	1	103.50	103.50	9.83	9.50	93.67
YN-901P	NIBP 3.5M Air Hose For Adult/Child BP	1	115.00	115.00	10.93	9.50	104.07
YP-712T	Reusable BP Cuff For Adult Small, 1 Unit	1	42.00	42.00	3.99	9.50	38.01
YP-713T	Reusable BP Cuff For Adult Reg, 1 Unit	1	42.00	42.00	3.99	9.50	38.01
YP-714T	Reusable BP Cuff For Adult Large, 1 Unit	1	42.00	42.00	3.99	9.50	38.01
A/0056-16	Wall Mount Adaptor, SC-171R	3	70.20	210.60	63.18	30.00	147.42
NK-RS-5100	Roll Stand For BSM5/6000	3	710.64	2,131.92	639.58	30.00	1,492.34
TG-980P	Cap-One Smart Cable EtCO2 Sensor	2	3,250.80	6,501.60	1,950.48	30.00	4,551.12
YG-221T	Adult Nasal Adapter, O2 30 EA TG-980P	2	430.00	860.00	81.70	9.50	778.30
YN-901P	NIBP 3.5M Air Hose For Adult/Child BP	3	115.00	345.00	32.78	9.50	312.22
YP-711T	Reusable BP Cuff For Child, 1 Unit	1	42.00	42.00	3.99	9.50	38.01
YP-712T	Reusable BP Cuff For Adult Small, 1 Unit	3	42.00	126.00	11.97	9.50	114.03
YP-713T	Reusable BP Cuff For Adult Reg, 1 Unit	3	42.00	126.00	11.97	9.50	114.03

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
YP-714T	Reusable BP Cuff For Adult Large, 1 Unit	3	42.00	126.00	11.97	9.50	114.03
YP-715T	Reusable BP Cuff For Adult Thigh, 1 Unit	1	42.00	42.00	3.99	9.50	38.01
JC-906PA	Cable, ECG Adult, For 3 And 6 Lead Set	3	152.00	456.00	43.32	9.50	412.68
BR-903PA	Lead Block, 3 Lead Clip	3	103.50	310.50	29.50	9.50	281.00
Department total							23,692.72

Department: Medical Surgical (MedSurg)

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
NGNK-6803-T-U-ZA	NGNK Touch, Unicast, audio	1	17,936.00	17,936.00	5,380.80	30.00	12,555.20
A/ABCE422-11MED	Power Conditioner, UPS/ISO, CNS6200	1	1,576.80	1,576.80	473.04	30.00	1,103.76
A/CPUSTAND	Stand, CPU	1	162.00	162.00	48.60	30.00	113.40
GZ130-UPGPROMO/ZA	GZ-130 Promo Upg Kit	1	3,300.00	3,300.00			3,300.00
9000063394	Protective Cap, ZM5xxPA and GZ-1xxPA	1	10.00	10.00	0.95	9.50	9.05
Department total							17,081.41

Department: IT Items (Interface Products and Services)

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
NK-HIQ-EG-UPG/ZA	ENTERPRISE GATEWAY UPGRADE FOR LEGACY	1	9,995.00	9,995.00			9,995.00
A/NK-HIQ-RNS-PSF	Software, NKiQ RNS Install w/ License	1	9,995.00	9,995.00			9,995.00
A/WIRELESS-PSF	Software, Wireless Install w/ License	1	9,995.00	9,995.00			9,995.00
#HL7-PSF-PE	HL7 SOFTWARE DEPLOY, SEND TO EMR	1	9,995.00	9,995.00			9,995.00
#HL7-P	PERPETUAL LICENSE FOR HL7, PER DEVICE	17	125.00	2,125.00			2,125.00
Department total							42,105.00

Install Service

Product	Description	Qty	List Price (\$)	Extended Price (\$)	Total Disc (\$)	Disc %	Net Ext. Price (\$)
Install-Solution-M	Install Solution	1	39,713.68	39,713.68	0.0		39,713.68

Total Gross Price	244,009.17
GPO Discount	35,936.66
Additional Capital Discount	6,878.98
Additional Discount	250.00
Net Amount Payable	200,943.53

Customer Notes

Life Scope G5, G5 Max, and/or G7 series monitors require Enterprise Gateway with software versions 02-06 and above for a fully compatible network connected to an EMR. This requirement is not applicable if the Life Scope G5, G5 Max, and/or G7 are used as standalone and not intended to communicate with the customer's EMR. G5, G5 Max, and/or G7 monitors are not compatible with Legacy Servers or CNS-6201 using old user interface (<v.03-40). Optional QI-152P side board is required for interactive remote display functionality and must be factory installed at time of purchase. If QI-152P is requested post install, customer will be responsible to send any bedside monitors back to Nihon Kohden to have units properly equipped with the QI-152P side board. Customer will be responsible for any costs associated with shipping/ handling, installation, and configuration.

Quote assumes WLAN running off hospital backbone. Assessment charge has been listed as an estimate only, up to 50,000 sq ft of coverage. Customer will be responsible for the cost of any additional coverage needed if no existing WLAN coverage is in place.

NGNK-6803-T-U-ZA, NGNK-6804-T-U-ZA, NGNK-6803-U-ZA, and NGNK-6804-U-ZA are only compatible with NK-HiQ Enterprise Gateway software versions 04-03 and above, and CNS Remote Client Server Software (A/NK-HiQ-RNS-RSF) versions 02-18 and above. All previous versions of CRCs/RNSs are not compatible with any of the above models and cannot be deployed on the same network. All NGNK model numbers are compatible with the CNS-6801 and the CNS-2101. The GUI (graphic user interface) that duplicates the CNS-2101 is only available for Unicast deployments. If the customer is running a Multicast NGNK environment, the CNS-2101 version is unavailable.

Quote includes an additional 5% capital discount, totaling 30%.

Scope: • CAT6 Cable o Labor to install, terminate and test CATEGORY 6 cable(s). # To include (0) CAT6 cables for Bedside monitoring. # To include (0) CAT6 cables for Central Nursing Station. # To include (0) CAT6 cables for Printers. # To include (1) CAT6 cable(s) for Remote View Stations. • Coax cable o Labor to install, terminate and test RG-6/11 cable(s). # To include (0) Coax cables for WMTS (Wireless Medical Telemetry System). • Terminations o At origin and destination locations # To include punch downs in closet # To include punch downs at equipment location # To include testing each run # To include 6-month warranty on cable installation • STI Sleeves will be provided for all corridor locations (up to 12") to include any fire caulking. If Hilti Speed sleeves are required there will be an extra charge for the material. • All J-hooks installed for pathways if raceways not available in above ceiling space. • Nihon Kohden provides GREY CAT6 cable for CNS/BSM/RVL and ORANGE CAT6 cable for RNS equipment. If another color scheme is required Nihon Kohden must be notified prior to cable shipment to facility. Assumptions: • This quote is based on normal working conditions delays by customers will be brought to Nihon Kohden PM for evaluation and change request. • Overtime not included however, working off hours shifts to complete is reasonable and will be scheduled that way if requested. Will coordinate with hospital contacts for entering and installing within patient areas. • Non-Union Labor. • All Cat 6 runs (if applicable) will be fished down walls to new or existing caddies installed for faceplate location. • Addition of wiring conduit requiring minor and/or major construction/demolition will be customer responsibility. • Core holes between floors will be customer responsibility. • Soft sided contaminants carts will be provided if needed. Hard Sided HEPA carts will be additional charge if required. • All cables, Antennas, AMPs and splitters will be labeled per Nihon Kohden specifications. • All materials to be provided by Nihon Kohden. • Any Electrical (except low voltage network cable/COAX cable), conduit and construction will be customer responsibility. • All expenses included. • Trip charge(s) included in quote for agreed upon duration of cable installation. Delays to the execution of cable installation not caused by Nihon Kohden America will incur a separate billable trip charge to the customer. This quote is prepared for cable pulling only and does not include any installation of capital equipment.








Use of the GZ promotional pricing requires the trade-in of a telemetry transmitter. Serial numbers to be supplied at the time of the order.







Quote includes a CNS expansion for a CNS-6801 model central station only. Please supply the serial number of the PU-681RA (CNS-6800 Tower) which will receive the CNS Upgrade; that information is pertinent to complete the CNS upgrade.

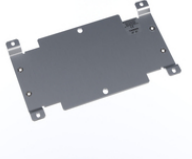






Enterprise Gateway (NK-HiQ-EG/ZA) and HL7 Server Extension (A/HL7-PSF) are required to utilize quoted plug-ins, licenses, and/ or associated equipment. Quote assumes these are on site.







List of Products






Product	Long Description	Image
A/XEROX-B610	Printer, Xerox VersaLink B610 Desktop LED printer	
A/TL-SMRT500RT	Tripp Lite 500VA Smart UPS. 1U Rack Mounted.	
A/WC-0002-05	Wall channel mount	
A/WMM-0002-02	A/WMM-0002-02 Pivoting Support Arm for BSM-1700/3500/4000/5000/6000/CSM-1500/CSM-1600 and OPV-1500 monitors	
A/WMM-0006-04	Utility Hook for Cable Management with all Mounting arms.	
A/0051-16	BSM-3500 Mounting Adaptor Plate GCX	
JC-906PA	ECG Patient Cable for 3 and 6 electrode applications., 3 m. Requires separate patient lead set.	






Product	Long Description	Image
BR-903PA	ECG Lead Set 3 Clip Type	
YN-901P	NIBP long air hose for adult/child BP cuffs, 3.5 m	
YP-712T	Reusable NIBP Cuff Adult Small, 1 unit. For 18 to 23cm limb. 10 cm wide	
YP-713T	Reusable NIBP Cuff Adult Reg, 1 unit. For 23 to 33cm limb. 13 cm wide	
YP-714T	Reusable NIBP Cuff Adult Large, 1 unit. For 33 to 45cm limb. 16 cm wide	
BSM-1753A/BU	Backup Refurb Unit, Transport monitor, 5.7" touch screen. 3 Smart Ports, Nellor SpO2 technology	
A/FQW-50-2-100	Recording Paper for CNS-6200 series central stations (WS-960P-01A) plus BSM-3500 (WS-371P), BSM-6000 (WS-671P), BSM-9000 (WS-960P-01A) and LifeScope G9 (WS-960P-01A) series monitors. Will also work with RNS Recorder (WS-960P-01A only). 10 packs per box.	
TG-980P	cap-ONE Smart Cable etCO2 Sensor, 2nd generation for intubated and non-intubated applications.	

Product	Long Description	Image
YG-221T	cap-ONE nasal adapter with O2 cannula	
YG-211T	NK disposable adult/pediatric intubated airway adapter, deadspace: 4 mL, Qty. 30. Recommended for intubated patients with a weight > 7kg/15 lbs. Compatible with Nihon Kohden cap-ONE TG-970P and TG-980P mainstream EtCO2 sensors.	
JP-920P	Smart Modular invasive blood pressure cable (10') for Edwards disposable transducers.	
A/11-CA-400-12	Temperature Adapter Cable, Right Angle, 12 feet Connects 400 Series probes to Nihon Kohden bedside monitor. Monitor connector: right angle 1/4" mono phono plug, Probe connector: 2 pin Molex Connector	
A/10-1610-040C	9FR general purpose temperature probe for nasopharyngeal, esophageal, axillary or rectal temperature measurement. YSI 400 series. Qty 40 per box.	
CSM-1630-CUKIT/ZA	Bedside monitor with 15.6 inch true flat high resolution LCD touch screen color display with tempered glass. Includes CU-152RA main unit, with handle, US power cable and manual. Input/Transport BSM-1700 unit and cables are to be provided by customer or ordered separately, options including battery must be ordered separately.	
SB-950P-DB	Battery Pack, Life Scope G5 and G5 Max. Maximum two per monitor. Up to 3 hours operating time for Life Scope G5 with two batteries and 2 Hours for Life Scope G5 Max.	
WS-151P	Strip Recorder Module for Life Scope G5 series monitor	

Product	Long Description	Image
A/0071-16	BSM-5000, BSM-6000 Series Mounting Adaptor Plate. (Required for all wall mounts.) Mounting Adaptor Plate to allow a GF-210RA Anesthesia Multi-Gas Unit to be mounted on a GCX arm. Arm not included.	
IF-920P	Device interface for Drager anesthesia workstations; models, Primus, Primus Infinity, Empowered, Apollo, Pallas, Fabius GS, Fabius GS Premium, Fabius Tiro and Fabius Plus. Requires optional IF card to be installed in some models. See details on IF-920P Operations Manual to ensure compatibility.	
GF-210RA	Anesthesia Multi-Gas unit for Life Scope G9, BSM-6000 and BSM-3500 Series Monitors. Measures O2, CO2, N2O and anesthetic gases. Provides automatic agent detection. Covered by a 5 year depot repair parts and labor warranty.	
YJ-601P	Connection cable, 2.5m, to connect the GF-210RA Anesthesia Multi-Gas Unit to a BSM-6000 or BSM-9000 bedside monitor. BSM-6000 series monitors also require an External Interface expansion board.	
YG-600P	Watertrap for GF-210RA Anesthesia Multi-Gas units. Box of 12	
A/8290286	Sampling line for GF-210RA Anesthesia Multi-Gas units. Box of 10	
6144900614B	EXHAUST GAS TUBE, GF-210RA, 1 unit, reusable	

Product	Long Description	Image
YG-620P	T-Piece, Straight Type, 25/box for GF-210RA Gas Analyzer. T-Piece is used in the breathing circuit and is used to attach the sample line.	
YG-621P	L-Piece, Elbow Type, 25/box for GF-210RA Gas Analyzer. L-Piece is used in the breathing circuit and is used to attach the sample line.	
CSM-1730-CUKIT-ZA	Bedside monitor with 19" true flat high resolution LCD touch screen color display with tempered glass. Includes CU-172RA main unit, with US power cable and manual. DAU Cable is not included and must be ordered separately. Input (AY-6xx) unit or BSM-1700 and accessories must be provided by customer. Accessories and options must be ordered separately.	
A/FLP-0009-04	MOUNT, FLAT PANEL, FLUSH	
A/0050-01	Pole Clamp for JA-694PA Data Acquisition Unit. Allows Data Acquisition Unit to be mounted on bed rail, IV stand or down post mounted to wall arm. Does not include pole.	
YS-118P0	Life Scope G7 DAU Unit Connection Cable, 0.9M	
A/WS-0003-23B	Patient Lead Organizer for M/VHM Applications - Maximum Weight per Hook: .5lbs/.22 kg	

Product	Long Description	Image
DH-159P	Unit holder AA-174 to bottom of DAU, also for use with AE-918-P	
AA-174P	Multi Amp Unit for G5 and G7. Adds four smart ports to DAU or G5	
WS-171P	Strip Recorder Unit, Life Scope G7	
YS-118P8	G7 Strip Recorder Cable 1.5M	
NK-ASPECT-BISX	BISx processor and Smart Cable connection cable. The BISx smart modular system provides depth of consciousness and sedation monitoring. BIS information is displayed and trended on the BSM-3500, BSM-6000, BSM-9000, and or G9 bedside monitors	
JT-950P	Cardiac Output Smart Cable. Multi-connector thermodilution cardiac output modular cable. Note: Hospital will need to contact cardiac output system vendor for inline temperature sensors.	
#CNS-6801-EXP-16	Increases the maximum number of monitored beds for a CNS-6801-8-S Central Station from 8 to 16. This option is customer installed. - Does not include Display screen.	
CSM-1530-CUKIT/ZA	Bedside monitor with 12.1 inch LCD touch screen color display. Includes CU-151RA main unit with handle, US power cable and manual. Input/ Transport BSM-1700 unit and cables are to be provided by customer or ordered separately, options including battery must be ordered separately. Promotional product, based on availability.	
NK-RS-5100	Roll Stand with Basket and Handle for BSM-5000 & BSM-6000 beside monitors and BSM-1700 Docking Station. Includes adaptor plate for monitor for bedside monitors. Requires a Docking Station plate.	

Product	Long Description	Image
A/0056-16	Wall Mount Adapter Plate, SC-170R (Required to mount SC-170R to GCX Arm or NK-RS-5100 roll stand)	
YP-711T	Reusable NIBP Cuff Child, 1 unit. For 13 to 18cm limb. 7 cm wide	
YP-715T	Reusable NIBP Cuff Adult Thigh, 1 unit. For 45 to 55cm limb. 19 cm wide	
NGNK-6803-T-U-ZA	NGNK Remote Monitoring Station Touch, Unicast	
A/ABCE422-11MED	AMETEK, Powervar 4 Outlet Medical UPM (Uninterrupted Power Manager). Uninterruptible power supply for CNS and ORG.	
A/CPUSTAND	Stand to hold CNS 6801 CPU or to hold UPS with CNS-2101	
GZ130-UPGPROMO/ ZA	Promotional Trade-in kit includes GZ-130PA transmitter, 1 each 6 Lead ECG block, 1 box of 24 Disposable Adult SpO2 Sensors and 1 year of Damage Protection coverage	
9000063394	Blue SpO2 Cap for GZ and/or ZM devices with SpO2	
NK-HIQ-EG-UPG/ZA	Deploy NK-HiQ Enterprise Gateway version with Dell R640. Hardware selected to run all software services for up to 2,000 beds. Hardware is covered by original manufacturer's warranty. Upgrade from legacy, stand-alone servers	
A/NK-HIQ-RNS-PSF	One-time implementation fee to deploy CNS Remote Client Extension.	
A/WIRELESS-PSF	One time implementation fee to deploy Wireless Server Extension on NK-HiQ Enterprise Gateway. Includes software licenses for initial 25 devices.	
#HL7-PSF-PE	HL7 SOFTWARE DEPLOY, SEND TO EMR	
#HL7-P	Perpetual license for HL7 interface, per device.	
#NK-CABLEPULL	Inst charge for NK provided cable pulls. This quote reflects 1 trip to complete the cable pulls quoted. A return trip charge will be assessed	

Product	Long Description	Image
	if Nihon Kohden is not provided timely access to areas. During the agreed to cable installation period. If time constraints and/or overtime are required and were not communicated prior to this quote, additional fees may be incurred.	
#ADV-NET-SOL	Advanced Network Solution	
#WIRELESS-ASSTMNT	Monitoring Wireless Assessment	
INSTALL-SOLUTION-M	INSTALL-SOLUTION-M	

Install Product Description

Intro a. The implementation of Nihon Kohden Patient Monitoring Solutions is a multicategory process lead by a Nihon Kohden America (NKA) cross-functional team of subject matter experts, including but not limited to Installation Specialists, Design Planning, Network Engineers, Project Managers, Clinical Application Specialists, and Client IT Services, as well as third party representatives. Executed in partnership with Hospital IT and Hospital Technology Management Departments, each implementation is carried out keeping in mind the environmental requirements and patient care specifications of each client site. Every client site provides a unique implementation environment and therefore requires solution validation and design document verification. Depending upon physiological monitoring needs, the services below may apply. However, please note that deployment, installation, and support for NK-HiQ Enterprise Gateway (physical or virtual), servers, and server-based applications are quoted separately and not included in any of the following services.

Patient Monitoring Device Installation: a. Patient monitoring devices, including network infrastructure, are configured and installed in patient care areas specific to each site's customer implementation plan. Network connectivity and device functionality is verified prior to first patient use. If network infrastructure installation is completed by NKA, all terminations (in wall jacks, patch panels, etc.) will be completed and verified by NKA resources and testing document will be provided. b. All devices are deployed on mounting solutions that meet device and patient care area requirements. NKA accepts responsibility for assembly and installation of all new mounting solutions (arms, roll stands, etc.) purchased by the customer or NKA. If the customer chooses to use existing network infrastructure or mounting solutions, all existing components must be verified/modified by the customer before first patient use. All modification to the infrastructure of the site, electrical or otherwise, must be completed by the customer. Cable pulls not included unless otherwise specified.

Clinical Partnership Program z. Our Standard 4-Part Clinical Partnership Program provides weekday education and support during monitoring system implementation. NKA's education courses focus on adult learning theory and utilize a blended-learning concept to improve efficiencies and to facilitate the learning process. The Standard 4-Part Clinical Partnership Program consists of: i. NK University (NKU) online training. Product training is offered through NKU and available to all staff at no additional charge for the life of the equipment. Modules may be accessed through NKU or through the hospital's current Learning Management System (LMS) (subject to compatibility). On-line training is offered to the hospital at no charge for the life of the equipment. The training can be accessed at any time and there is no limit to the amount of times the content can be viewed. ii. Clinical Resource classes consisting of a hands-on education designed to complement the on-line education modules. Clinical Resource classes will cover 20% of staff receiving new equipment. iii. In-person day and evening bedside support during the implementation of the new system iv. On-going customer phone support for the life of the equipment. The Standard 4-Part Clinical Partnership Program includes clinicians onsite Monday afternoon/evening, Tuesday 7 am to 11 pm, Wednesday 7 am to 11 pm, and Thursday 7 am to 11 pm . aa. For additional Clinical Support services, i.e. weekend coverage (Friday, Saturday or Sunday), overnight coverage (11 pm to 7 am), or changes to the Standard Clinical Partnership Program, please contact your Account Executive for pricing and details.

Notice regarding NK-FutureLink bb. NK-FutureLink is program that provides clinical workflow enhancements, the latest security updates, and an ever-growing library of system interfaces through software updates. An NKA team of experts guide and support our customers throughout the entire update process, enabling our customers to realize an ever-increasing return of investment on their NKA patient monitoring systems. cc. NKA offers software update and upgrades for Nihon Kohden Corporation manufactured products, including bedside monitors, vital sign monitors, telemetry transmitters, telemetry receivers, and central station at no charge for the life of the equipment. dd. Software updates to NKA's server-based products, such as the NK-HiQ Enterprise Gateway, are only offered through an annual support agreement which is quoted separately. Resources to install software post-implementation and train clinical end users are not included in any of the above services unless otherwise specified. ee. NKA offers NK-Anywhere, an application that can push software updates and settings to Nihon Kohden medical devices on the network. NK-Anywhere is quoted separately and not included in any of the above services unless otherwise specified.

Network Solutions – Advanced t. Network infrastructure configured, installed, and tested in conjunction with the existing hospital network environment based on the patient monitoring and data integration needs of each site. System-wide device

connectivity and secure patient data flow is verified prior to first patient use. Project Management services included. u. Advanced networks (required for the following deployments): i. Multi-network segment ii. Multi-site via GRE, L2TP tunnels iii. Network redundancy iv. Failover capabilities v. Future/planned growth vi. Multicast vii. More than 2 Host-1000 servers viii. Enterprise Gateway deployed in virtual (VM) environment v. For additional services, i.e. professional services, , extended warranties, on-site support, please contact your Account Executive for pricing and details.

Cable Pulling w. Nihon Kohden America will be responsible for the pulling of cable, J hooks, wall penetration not exceeding 12 inches, fire stops, etc. x. Does not include the following, unless otherwise specified: i. Obtaining or purchasing any permits, mounting of wall channels, uninstalling and/or removing any existing equipment, cabling, or antennas. ii. Dust/ Infection Control, Union Labor, Off Hours Labor and hard ceiling charges. iii. Wall penetrations exceeding 12 inches and any core drilling charges iv. Pulling cables through any equipment booms y. Any additional trips to the facility beyond the original scope of this project will be billable.

Technical assessment of customer's WLAN network to determine if clinical workflow and technical performance requirements are met. If hospital's WLAN does not meet Nihon Kohden wireless patient monitoring requirements, remediation will be recommended. Remediation may require the hospital to upgrade existing network at their own expense or installing a dedicated Nihon Kohden WLAN network (needs to be quoted).

NIHON KOHDEN AMERICA, LLC
STANDARD TERMS AND CONDITIONS OF SALE

UNLESS THE PARTIES EXPRESSLY AGREE OTHERWISE IN WRITING, NIHON KOHDEN AMERICA, LLC ("NKA"), SELLS ALL EQUIPMENT, SUPPLIES, SOFTWARE, AND SERVICES ("PRODUCTS") TO EACH PURCHASER THEREOF ("BUYER") ONLY THROUGH WRITTEN QUOTATIONS AND ONLY SUBJECT TO THE FOLLOWING STANDARD TERMS AND CONDITIONS OF SALE (COLLECTIVELY, "THIS AGREEMENT"). THIS AGREEMENT PREVAILS OVER BUYER'S TERMS AND CONDITIONS OF PURCHASE, IF ANY, HOWEVER AND WHENEVER BUYER MAY CONVEY THEM TO NKA. NKA'S FULFILLMENT OF BUYER'S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF BUYER'S TERMS AND CONDITIONS, IF ANY, AND DOES NOT SERVE TO MODIFY OR AMEND THIS AGREEMENT. NKA EXPRESSLY REJECTS ANY TERMS AND CONDITIONS OF PURCHASE CONTAINED IN ANY DOCUMENT THAT BUYER MAY ISSUE. FOR PURPOSES OF THIS AGREEMENT, EACH OF NKA AND CUSTOMER IS A "PARTY," AND THEY ARE, COLLECTIVELY "THE PARTIES."

IMPORTANT: IF BUYER IS PURCHASING UNDER A NATIONAL GROUP PURCHASING ORGANIZATION ("GPO") AGREEMENT, "PARTNERSHIP AGREEMENT," OR MASTER PURCHASE AGREEMENT (EACH A "CUSTOM AGREEMENT"), THE TERMS AND CONDITIONS OF THE CUSTOM AGREEMENT WILL SUPERSEDE, AND PREVAIL OVER, ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT.

1. PRODUCT PURCHASES. Under this Agreement, Buyer may place an order for Products by submitting to NKA a purchasing document that references an NKA Quotation and its incorporated Terms and Conditions, by Quotation Number. If, and only if, Buyer lacks the ability to generate such a purchasing document, Buyer may place an order by signing and returning to NKA a written NKA Quotation that includes these Terms and Conditions. An order placed in either manner shall be deemed a "Quote Acceptance" from Buyer. Each Quote Acceptance shall be deemed accepted by NKA upon (a) NKA's authorized countersignature, (b) NKA's issuance of a written Acknowledgment, or (c) NKA's shipment of Products (each a "Purchase Acceptance"). Buyer agrees to purchase the Products specified in each Quote Acceptance in the volumes stated therein, and NKA agrees to sell the Products to Buyer in those volumes and for the prices stated in the Purchase Acceptance. Buyer may not make any change to the type or quantity of Products ordered in any Quote Acceptance without NKA's written agreement. Buyer may, however, cancel an order by providing written notice to NKA at least forty-five days before the designated shipping date. NKA may, in its sole discretion, charge Buyer for any services performed in connection with cancelled orders. Buyer may not return Products to NKA without the prior written agreement of NKA. For Consumables, Accessories, and Supplies, Buyer must request a Return Merchandise Authorization (RMA) form from NKA within thirty days after the later of (a) delivery of such Products or (b) installation of associated Products. If NKA permits Buyer to return Products, NKA may, in its sole discretion, charge Buyer a restocking fee equivalent to twenty percent of the stated purchase price of such Products, unless the cancellation or return is, in NKA's judgment, attributable to a Product defect. NKA may discontinue selling any Product at any time, in NKA's sole discretion. If NKA discontinues the sale of any Product, NKA may cancel any unfilled Quote Acceptances, and Buyer's sole remedy for such cancellation will be the return of any prepaid amounts for such discontinued Products.

2. PRICES, TAXES, and PAYMENT.

- A. *Prices.* Upon Purchase Acceptance, the prices set forth in a written NKA Quotation will be firm. Buyer shall pay owed amounts without setoff or deduction.
- B. *Taxes.* Prices exclude any excise, sales, use, or like taxes. Invoices shall include the amount of any such taxes (excluding taxes on NKA's net income) that NKA may be required to collect or pay upon the sale or delivery of the Products. Unless Buyer furnishes NKA with a valid tax exemption certificate prior to shipment of Products, NKA will invoice Buyer for any applicable Value Added Tax ("VAT"), excise tax, sales and use tax, or goods and services tax due under applicable law. Buyer shall report and pay any and all such taxes, duties, and other charges related thereto, and shall hold NKA harmless therefrom. If NKA, in its sole discretion, chooses to make any such payments, Buyer shall reimburse NKA in full upon demand.
- C. *Payment Terms.* NKA will invoice Buyer for Products (and related services) when the Products are shipped. Buyer shall pay all invoiced amounts due to NKA within thirty days from the date of receipt of NKA's invoice. NKA may discontinue the performance of services or the delivery of Products under the Agreement if Buyer

fails to make any payments when due. Payments must be paid in U.S. dollars and may be made by check, ACH, wire, or credit card. To the extent permitted by law, credit card payments above \$2,500.00 will incur a three percent convenience fee to cover credit card transaction fees. If Buyer fails to pay any amounts when due, Buyer shall pay NKA interest thereon at a rate of the lesser of one-and-one-half percent per month or the maximum rate permitted by applicable law. Buyer shall be liable for all expenses incurred in the collection of any unpaid amounts, including attorneys' fees.

3. DELIVERY, TITLE, AND RISK OF LOSS.

- A. *Delivery Period.* At NKA's option, Products may be shipped to Buyer in advance of the delivery dates specified in the Purchase Acceptance, unless Buyer has specified a "not earlier than" shipment date in the Quote Acceptance. If Buyer requires multiple deliveries, it shall specify the delivery schedule on the face of the Quote Acceptance. Where no delivery schedule is specified, Products will be delivered based on availability or at a mutually agreed upon date. If Buyer fails to make payment, or if NKA has reasonable doubts as to Buyer's ability to make payment, NKA may decline to make further deliveries, except upon receipt of cash collateral or other security satisfactory to NKA. Buyer shall be responsible for ensuring that Buyer's appropriate staff are available on the date of delivery of Products. Additional fees and charges may apply in the event Buyer re-schedules the delivery of Products.
- B. *Delivery Method.* NKA shall use commercially reasonable efforts to ship the Products in accordance with the expected shipment date(s) stated on the Purchase Acceptance, though NKA does not guarantee compliance with any such date(s). DELIVERY DATES ARE BEST ESTIMATES ONLY. In the absence of specific instructions, NKA may choose the carrier, but NKA shall assume no liability, including for carrier delays, nor shall the carrier be construed to be an agent of NKA. NKA WILL NOT BE RESPONSIBLE FOR ANY SHORT OR INCOMPLETE SHIPMENTS, UNLESS NKA RECEIVES WRITTEN NOTICE OF ANY SUCH SHORTAGES OR MISSING PRODUCTS WITHIN FOURTEEN DAYS OF DELIVERY.
- C. *Shipping Charges, Title, and Risk of Loss.*
 - (1) NKA will deliver physical Products (Capital Equipment, Consumables, Accessories, and Supplies) Free-On-Board (FOB) Destination, with shipping charges prepaid by NKA and added to Buyer's invoice. Title to the Products shall transfer to Buyer upon delivery, at which time Buyer assumes all risk of loss, damage, or theft relating to the Products.
 - (2) Upon Buyer's written request and at Buyer's sole expense, NKA will provide expedited shipping, which NKA will prepay and add to Buyer's invoice.

4. INSTALLATION.

- A. *Site Preparation.* Where installation is required, Buyer shall be responsible, at its own cost and expense, for preparing the installation site where NKA will install Products. Buyer shall be responsible for any and all permits and licenses required in

connection with the installation of the equipment. Site preparation shall comply with all applicable laws and regulations.

- B. **Acceptance.** When installation is required, the Products shall be deemed accepted upon the completion of installation.
 - C. **Re-scheduling.** Buyer agrees that once the Parties have mutually agreed on a “go-live” date, NKA will incur substantial expenses and suffer significant losses if Buyer subsequently re-schedules this date. If Buyer attempts to reschedule installation within thirty days of an agreed-upon “go-live” date, except in the case of a Force Majeure event, NKA may charge Buyer three percent of the value of the Quote Acceptance to cover previously scheduled resources.
 - D. **Staging.** Where installation is required, Buyer shall be responsible for providing, at its own cost and expense, a designated staging area for preparation and configuration of the Products to be installed. This staging area must be of adequate size and location, as mutually agreed between NKA and Buyer. The Buyer shall be responsible for moving the Products from Buyer’s delivery location or loading dock to the staging area.
5. **SOFTWARE.** Unless otherwise agreed in writing, any software incorporated in, or forming a part of, any Product sold hereunder (“Software”) is licensed and not sold. NKA grants to Buyer a non-exclusive, non-sublicensable, non-transferable license to use the Software, in object code only, for the sole purpose of operating the Products for Buyer’s own internal business purposes. This license automatically terminates when Buyer’s lawful possession of the Products purchased hereunder ceases, unless earlier terminated as provided herein.
- A. In connection with the use of Software, Buyer and its users shall:
 - (1) not transmit any back door, time bomb, Trojan horse, worm, drop dead device, virus, preventive routines, or other malicious code, malware, or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data, or inappropriately acquired personal information;
 - (2) not disassemble, decompile, or reverse engineer, copy, modify, enhance, or otherwise change the Software;
 - (3) prevent unauthorized use of the Software and terminate any unauthorized use of the Software under Buyer’s account;
 - (4) promptly notify NKA of any unauthorized use of, or access to, the Software of which Buyer becomes aware; and
 - (5) upon reasonable notice and at NKA’s sole cost and expense, permit NKA to inspect and audit Buyer’s use of the Software. Buyer shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may be reasonably requested with respect to such audit.
 - B. Buyer is solely responsible for any activities that occur under Buyer’s users’ accounts or passwords and for Buyer’s security and privacy compliance, including obtaining consents and authorizations where necessary, and for implementing reasonable security capabilities and policies and procedures to minimize or prevent unlawful access to the Software. Buyer’s failure to fulfill Buyer’s obligations set forth herein and/or to adopt commercially reasonable security practices will render any Software warranty null and void.
 - C. NKA may terminate this license if Buyer fails to comply with any term or condition set forth in this Software provision.
6. **CLINICAL TRAINING:** Included with the purchase price of Patient Monitoring Products is NKA’s Standard Clinical Partnership Program training and go-live support during system implementation. Upon Buyer’s written request, NKA will provide additional training at a cost to be agreed, in writing, as between NKA and Buyer. Clinical training for all other Product categories is available for a fee.
7. **TECHNOLOGY INFRASTRUCTURE:** Buyers electing to use their own network infrastructure, wired and/or wireless, or virtual environment (virtual machine and/or infrastructure) agree to meet NKA’s required technical specifications and to assume full responsibility for that

infrastructure. All such Buyers must complete and sign NKA’s *Waiver and Assumption of Risk Agreement (“the Waiver Agreement”)* before NKA will install any NK equipment at Buyer’s facilities. WLAN network assessments are subject to a fee. In addition, with regard to Nihon Kohden Neurology products, technical guidelines may be found in the Best Practice Guidelines for Neurology Products (available upon request). Buyer assumes all responsibility for building servers (SQL, File Storage, Citrix, HL7, etc.) required to use NKA Products. Active Directory configuration, ongoing cybersecurity configuration and hardening, protection of patient information, maintenance, and patching are Buyer’s responsibility for all NKA systems using a customer’s network environment. Support and resolution of errors specifically attributed to cloud environments are not NKA’s responsibility. Buyer assumes all responsibility for backing up and storing all recorded data and information that the Products may collect.

8. **THIRD PARTY SOFTWARE AND MIDDLEWARE:** Buyers using third-Party software and applications intended for use on computer systems that interface with NKA amplifiers (e.g., amplifier acquisition systems) must verify before go-live that such software or applications will not affect the operability of the system. Third Party providers may offer support for third-Party software (middleware), and Buyer understands and agrees that NKA is not responsible for such third-Party software.
 9. **VMware VIRTUAL MACHINE:** In order for Buyer to host NK-HiQ™ Enterprise Gateway via VMware Virtual Machine (“VM” or “Virtualization”), Buyer must obtain a license for NK-HiQ™ Enterprise Gateway Virtualization. Buyer must also agree to meet required technical specifications and to assume responsibility for Buyer’s Hospital Virtual Enterprise Solution under the Waiver Agreement. Buyer must complete and sign the Waiver Agreement before Product installation.
 10. **APPLICABLE WARRANTY PERIODS:** Warranty coverage for the Products varies by Product Line, as the specific Original Equipment Manufacturer (“OEM”) may decide (“the Warranty Period”).
 - A. **Patient Monitoring Products.** The Warranty Period for Patient Monitoring Products (“Monitoring Equipment”) begins on the date on which Monitoring Equipment installation is complete and continues for (1) five years thereafter for bedside monitors, vital signs monitors, telemetry transmitters, and receivers; (2) two years thereafter for central stations and remote network stations; and (3) one year thereafter for server software applications and Cap-One Smart Cables. The Warranty Period for Patient Monitoring Consumables, Accessories, and Supplies is ninety days from the date of shipment.
 - B. **Ventilation Products.** The Warranty Period for Ventilation Products (“Ventilators”) begins on the date on which Ventilator Equipment installation is complete and continues for (1) two years thereafter for the NKV-330 and NKV-550 Series Ventilator Systems; (2) two years thereafter for the graphical user interfaces in Ventilators; and (3) one year thereafter for air compressors. The Warranty Period for Ventilation Consumables, Accessories, and Supplies is ninety days from the date of shipment.
 - C. **Laryngoscope Products.** The NK AWS-200 video laryngoscope has a one year warranty, which begins on the date of shipment.
 - D. **Neurology Products.** The Warranty Period for Neurology Products begins on the date on which product installation is complete and continues for one year thereafter for Neurology Capital Equipment. The Warranty Period for Neurology Consumables, Accessories, and Supplies is ninety days from the date of shipment.
- NKA provides free-of-charge telephone support 24 hours a day, seven days a week, 365 days a year for the life of each Product, at the following telephone numbers:
- (1) Patient Monitoring and Neurology: 1-800-325-0283
 - (2) Ventilators: 1-855-550-VENT (1-855-550-8368) or via email at ventilator@nihonkohden.com
 - (3) Laryngoscope: 1-800-325-0283
11. **PRODUCT END OF LIFE.** AFTER THE END-OF-LIFE DATE FOR A PRODUCT, NKA WILL USE COMMERCIALY REASONABLE EFFORTS TO REPAIR THAT PRODUCT, BASED ON THE AVAILABILITY OF PARTS FROM THIRD-PARTY MANUFACTURERS AND OF TRAINED SERVICE PERSONNEL. AS NKA DOES

NOT MANUFACTURE ANY PRODUCT OR SOFTWARE, HOWEVER, NKA WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO ANY SYSTEM HARDWARE OR SOFTWARE. If NKA cannot obtain third-party manufacturer parts or trained service personnel, or if NKA determines that it can no longer maintain the product in a safe or effective manner, NKA will have no further obligation of service, repair, or replacement to Buyer with respect to the Product at issue.

12. REPRESENTATIONS AND WARRANTIES.

A. *NKA's Warranties.*

- (1) NKA warrants that the Products will operate or perform substantially in conformance with NKA's published specifications and be free from material defects in workmanship or material under normal, proper, and intended use by properly trained personnel, for the Warranty Period. As to any Products where NKA states no Warranty Period, such period shall be one year from the date of installation for new equipment and ninety days for supplies.
- (2) *Buyer's Remedy.* Buyer's sole and exclusive remedy, and NKA's sole liability, for a breach of any of the foregoing warranties shall be, at NKA's option, the repair or replacement of the nonconforming Products. The limited warranty provided herein is personal to Buyer and non-transferable.
- (3) *Claims.* Buyer must make all warranty claims relating to each Product (excluding Software) in writing during the Warranty Period for such Product. Buyer shall waive all claims not so submitted. NKA will, in its sole discretion, determine the nature of, and responsibility for, defective and/or damaged Products. The limited warranties provided herein are void if the Product:
 - a. is not stored in accordance with the instructions;
 - b. is not used as intended or in accordance with the Product's documentation (including use in conjunction with products that NKA did not provide or whose use NKA did not expressly authorize in writing);
 - c. has been modified, disassembled, reinstalled, rewired, reengineered, recalibrated, reprogrammed, or repaired without NKA's express prior written approval;
 - d. has been subjected to neglect or accidental damage due to accident, fire, water, vandalism or other casualty;
 - e. has had the original identification marks or labels removed;
 - f. has been transferred, installed, or used in a location different from its place of original delivery or installation without NKA's prior written consent; or
 - g. is mishandled or subjected to abuse, including Products subject to unusual physical or electrical stress.

Buyer must obtain shipping instructions from NKA for the return of any Products under warranty, and Buyer's compliance with any NKA instructions shall be a condition of these warranties. Any repaired or replacement Products or parts are warranted for the balance of the original applicable Warranty Period or for fifteen days from the date Buyer receives the repaired or replacement Products or part, whichever is longer.

THE EXPRESS LIMITED WARRANTIES IN THIS SECTION ARE IN LIEU OF, AND NKA HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE PRODUCTS AND SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. SOME JURISDICTIONS LIMIT, OR DO NOT ALLOW, THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY. IN SUCH CASES, THE FOREGOING DISCLAIMER OF WARRANTIES SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

B. *Buyer's Representations and Warranties.*

- (1) Buyer represents and warrants that Buyer and its users will:

- a. not use Products in a manner that does not comply with applicable laws;
 - b. operate the Products and any other Nihon Kohden products only for the purpose(s) contemplated in the Agreement and solely in accordance with the provided documentation and training; and
 - c. prevent unauthorized use of Products and/or Software and terminate any unauthorized use.
- (2) Buyer represents and warrants that it is purchasing the Products (a) for its own use only within the United States of America, (b) not for resale or export, and (c) with the intent for final delivery to locations within the United States. Buyer agrees that it will not resell any Products outside the United States or to any Party who has made known its intent to resell the Products outside the United States.

13. LIMITATION OF LIABILITY.

- A. *No Consequential or Indirect Damages.* **TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES OF ANY KIND ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER EITHER PARTY WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**
- B. *Maximum Liability.* **EXCEPT FOR (1) OBLIGATIONS TO MAKE PAYMENTS UNDER THIS AGREEMENT, (2) A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, (3) A BREACH OF SECTION 5 OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, (4) A PARTY'S BREACH OF APPLICABLE LAW UNDER THIS AGREEMENT, AND/OR (5) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY, WHETHER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, AND WHETHER ARISING OUT OF A CLAIM FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID, AND AMOUNTS ACCRUED BUT NOT YET PAID, TO NKA PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- C. **BUYER AND NKA AGREE THAT THE LIMITATIONS ON LIABILITY SET FORTH IN THE AGREEMENT ARE INDEPENDENT OF ANY EXCLUSIVE OR LIMITED REMEDIES AND SHALL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY PROVISION CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT, AND NKA WOULD NOT SELL THE PRODUCTS TO BUYER WITHOUT SUCH LIMITATION.**

14. INDEMNIFICATION.

- A. *General Indemnification.* Each Party to this Agreement shall indemnify, defend, and hold harmless the other Party, its affiliates, their respective directors, officers, employees, and agents; and their respective successors and assigns (collectively, "Indemnitees") from and against any and all costs, liabilities, damages, penalties, fines, losses, expenses (including, but not limited to, reasonable attorneys' fees), settlements, claims, allegations, investigations, actions, or suits ("Losses") incurred by an Indemnitee from a third-party claim, or asserted against an Indemnitee by a third party, and to the extent arising out of, or resulting from, the negligent (or more culpable) act or omissions of the indemnifying Party (including gross negligence, recklessness, or willful misconduct).
- B. *Exceptions and Limitations on General Indemnification.* Notwithstanding anything to the contrary in this Agreement, the indemnifying Party is not obligated to indemnify or defend any

Nihon Kohden America, LLC, Standard Terms and Conditions of Sale

Indemnitee against any claim, or be liable for any corresponding Losses, resulting directly from, in whole or in part, any Indemnitee's: (1) negligence or more culpable act or omission (including gross negligence, recklessness, or willful misconduct); or (2) bad faith failure to comply with any of its obligations set forth in this Agreement.

- C. **Buyer's Indemnification.** Buyer shall indemnify, defend, and hold harmless NKA for any Losses (including, but not limited to, property damage and personal injury) arising out of, or resulting from, Buyer's (1) improper use, misuse, abuse, or unauthorized modification of the Products; (2) failure to follow all of NKA's written directions for use of the Products (including, but not limited to, Service manuals, Quick Reference Guides, Comprehensive Reference Guides, Evidence Based Clinical Guides, Skills Lab, Tip Sheets, and Cleaning Guides); or (3) Buyer's failure to act in accordance with all training, whether written or oral, that NKA provides with respect to the proper use of the Products.

15. INSURANCE.

- A. **Coverage Requirements.** During the period beginning on the date of this Agreement, and for five years after the last delivery of Products by NKA to Buyer under this Agreement, each Party shall maintain and keep in force, at its own expense, insurance in types and amounts that, at a minimum, cover the liabilities of each Party under this Agreement; provided, however, that in any event, each Party shall carry Commercial General Liability insurance covering claims for bodily injury, death, and property damage with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.
- B. **The Parties' Duties.** The Parties shall ensure that:
- (1) the Parties provide at least thirty days' prior written notice of cancellation or non-renewal of policy coverage, provided that, prior to such cancellation, a new insurance policy in place that meets the requirements of this insurance provision; and
 - (2) that the insurance policies required pursuant to this Insurance provision be primary insurance and any similar insurance in the name of or for the benefit of the other Party shall be excess and non-contributory.
- C. **Additional Duties.** The coverage required by this Agreement may be satisfied by a combination of primary and excess or umbrella insurance policies. The maintenance of this insurance shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including, but not limited to, any indemnification provisions). Each Party shall, upon request, provide the other Party with a valid certificate of insurance evidencing the amounts and types of insurance as set forth above.

16. **GOVERNING LAW; VENUE.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California, without reference to its choice of law provisions. Each Party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts of Orange County, California, in any action arising out of, or relating to, this Agreement and hereby waives any other venue to which it may be entitled by domicile or otherwise. Any action arising under this Agreement must be brought within one year from the date on which the cause of action arose. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES EXPRESSLY WAIVE AND FOREGO ANY RIGHT TO A TRIAL BY JURY.

17. **DISPUTE RESOLUTION.** Each Party agrees that, prior to pursuing legal resolution of any disputes arising from this Agreement, it shall provide written notice to the other Party of the specific issue(s) in dispute (and reference the relevant provisions of the Agreement between the Parties that the other Party allegedly breached). Within thirty days after receipt of such notice, knowledgeable executives of the Parties shall hold at least one meeting for the purpose of attempting, in good faith, to resolve the dispute. The Parties agree to maintain in confidence the nature of all disputes between them, including, but not limited to, informal negotiations or mediation, except as may be necessary to prepare for or

conduct these dispute resolution procedures or unless otherwise required by law. All claims and disputes arising under, or relating to, this Agreement must be settled by binding arbitration in the State of California or at any other location to which the Parties may mutually agree, in writing. Any award of damages arising out of such arbitration may be entered in a court of competent jurisdiction.

18. COMPLIANCE WITH LAWS.

- A. **General Compliance.** Each Party will comply with all laws, rules, and regulations applicable to its performance of the Agreement, including, but not limited to, those relating to FDA regulations, Medicare fraud and abuse laws, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If this Agreement includes a discount, a Party that is a healthcare provider must fully and accurately report the discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, such as Medicare and Medicaid, as required by federal law.
- B. **HIPAA Matters.** If NKA has access to personal health information (as defined in HIPAA), any current business associate agreement ("BAA") duly executed with NKA and in effect at the time of performance of the Services will apply. NKA will in good faith negotiate a BAA with Buyer, if applicable. If the terms in the BAA conflict with terms set forth in this Agreement, the BAA's terms will govern with respect to any personal health information accessed by NKA.
- C. **Privacy Matters.** In the course of providing Services to Buyer, NKA may have access to, view, and/or download files from the products that may contain information relating to an individual, from which that individual can be directly or indirectly identified, but excluding personal health information ("Personal Data"). NKA will process Personal Data only to the extent necessary to perform and/or fulfill its Service obligations under this Agreement. For clarity, personal health information will be governed by the provisions above and HIPAA.
- D. **Records.** If the value or cost of Services rendered to Buyer by NKA is Ten Thousand Dollars (\$10,000) or more over any twelve (12) month period during the Term of this Agreement, NKA and Buyer agree that until the expiration of four (4) years after the furnishing of such Services, NKA and Buyer shall, upon written request, make available to the Secretary of the Department of Health and Human Services of the United States (the "Secretary"), the Secretary's duly authorized representative, the Comptroller General, or the Comptroller General's duly authorized representative, this Agreement and such books, documents and records as may be necessary to certify the nature and extent of the costs of such Services. This provision shall also apply to any subcontractors NKA hires to perform the Services hereunder.
19. **EXCLUDED PROVIDER.** NKA represents that as of the date of this Agreement, neither NKA nor its employees have been debarred, excluded, suspended, or otherwise deemed ineligible to participate in a U.S. federal- or state-sponsored healthcare program.
20. **INTELLECTUAL PROPERTY.** Except as otherwise explicitly agreed herein, NKA shall retain all right, title, and interest in and to all intellectual property rights in the Products and Software, including all intellectual property rights in and to all documentation, designs, drawings, samples, specifications, publications, schedules, and data supplied by NKA relating to the Products ("NKA Property"), as well as all improvements to, and derivative works of, the foregoing. Buyer and its employees, agents, and affiliates shall not reverse-engineer, decompile or disassemble, or otherwise attempt to discover the source code of, Software or the algorithms, methods, or processes of the Products.
21. **TRADEMARKS AND BRANDING.** Buyer acknowledges that NKA or an affiliate of NKA is, and shall remain, the exclusive owner of the trademarks, trade names, logos, package designs, and other intellectual property provided to Buyer or incorporated into, or used in connection with, the Products and of all written and electronic materials provided in connection with the Products (collectively, "NKA Trademarks"). Buyer may use NKA Trademarks only in the manner that NKA may expressly approve in writing.

22. CONFIDENTIALITY.

- A. *Ownership.* During the term of this Agreement and thereafter, either Party (the "Receiving Party") may have the opportunity to acquire, and/or obtain access to, confidential or proprietary information, whether orally or in physical or electronic form, of the other Party (the "Disclosing Party"). Each Disclosing Party retains its entire right, title, and interest in and to all Confidential Information. Any Disclosing Party disclosure of Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Receiving Party or any of its representatives.
- B. *Definition.* The term "Confidential Information" means all confidential or proprietary information concerning the Disclosing Party and/or its business, products, processes, or services disclosed, or made available, in connection with this Agreement and which at the time of disclosure either: (1) is marked as "Confidential" or "Proprietary"; (2) is otherwise reasonably identifiable as the confidential or proprietary information of the Disclosing Party; or (3) should reasonably be understood to be confidential or proprietary information of the Disclosing Party, given the nature of the information and the circumstances surrounding its disclosure; including, but not limited to, any marketing strategies, technical information, Product development information, specifications, pricing information, personnel information, financial information, trade secrets, ideas, methods, concepts, plans, research, reports, documentation, materials, work in process, technology, inventions, discoveries, creations, writings, graphics, drawings, sketches, product designs, styles, models, unpatented inventions, unpublished patent, trademark and copyright applications, and other confidential intellectual property, as well as all third-party information that a Party or its affiliates is obligated to keep confidential.
- C. *Obligations.* The Receiving Party shall not (1) disclose, or permit the disclosure of, the Disclosing Party's Confidential Information to any employee, contractor, agent or other third Party, unless such disclosure is required to perform its obligations or to exercise its rights under this Agreement and such employee, contractor, agent, or other third Party is bound by obligations of confidentiality at least as restrictive as those contained in this Agreement, or (2) use the Disclosing Party's Confidential Information for any purpose other than the performance of its obligations, or the exercise of its rights, under this Agreement (including, but not limited, to reverse-engineering, disassembling, decompiling, or designing around, the Disclosing Party's proprietary services, products, and/or intellectual property), except with the Disclosing Party's prior written consent. The Receiving Party will take every reasonable precaution to protect the confidentiality of the Disclosing Party's Confidential Information and to prevent the unauthorized use or disclosure of the Disclosing Party's Confidential Information, which in no event shall be less than the Receiving Party's efforts with respect to its own confidential information of like kind or importance, and shall exercise due care in the enforcement of this obligation.
- D. *Exceptions.* The obligations of this section will not apply to information that (1) is already known to the Receiving Party prior to receipt from the Disclosing Party; (2) is obtained by the Receiving Party from another source without obligations of confidentiality; (3) is in, or enters into, the public domain, in each case, without violation of this Agreement or any other confidentiality or nondisclosure agreement or obligations; (4) is required to be disclosed pursuant to the order of a court or regulatory agency acting within its authority; provided, that (a) the Receiving Party provides prior written notice to the Disclosing Party of any such order and compelled disclosure, (b) the Disclosing Party has a reasonable opportunity to object to the disclosure and to seek a protective order blocking the proposed disclosure or limiting the scope of the information disclosed, and (c) the Receiving Party discloses only the information that a court or regulatory authority may order to be disclosed, as legal counsel may advise; or (5) is independently developed by the Receiving

Party without the use of the Disclosing Party's Confidential Information. The Receiving Party shall take all actions reasonable and necessary to ensure that its employees and contractors are advised of, and bound by, the terms of this Agreement. The Receiving Party shall be responsible and liable for breach of these confidentiality provisions by the Receiving Party's employees and contractors. The Receiving Party's obligations under this Section 21 shall survive the termination or expiration of this Agreement.

23. TERMINATION.

This Agreement, or any unfilled order on any Quote Agreement, may be terminated by:

- A. mutual written agreement of the Parties;
- B. a non-breaching Party, upon written notice to the other Party if the other Party is in material breach of any term of this Agreement and fails to remedy such breach within thirty days of written notification thereof; or
- C. either Party if the other Party (1) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (2) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (3) makes, or seeks to make, a general assignment for the benefit of its creditors; or (4) applies for, or has appointed, a receiver, trustee, custodian, or similar agent that a court of competent jurisdiction may appoint to take charge of, or to sell, any material portion of its property or business.
- ## 24. EFFECT OF TERMINATION.
- Upon termination by either Party, Buyer agrees to pay to NKA all amounts due for all Products provided, or services performed, up to the effective date of termination. If Buyer terminates this Agreement and/or cancels unfilled orders due to NKA's breach and failure to cure, Buyer shall be entitled to a prorated refund of any amounts prepaid to NKA, if any.
- ## 25. FORCE MAJEURE.
- Neither Party shall be required to perform any term, condition, or covenant of this Agreement, if performance is delayed or prevented by acts of God; unavailability of raw materials or components; material or labor restrictions; order of any governmental authority; civil riot; floods, hurricanes, tornadoes, fires, epidemics, pandemics, or other natural disasters; or by any other cause not reasonably within the control of either Party, and which by the exercise of reasonable diligence the Party is unable, wholly or in part, to prevent or overcome (hereinafter, "Force Majeure"). If, by reason of Force Majeure, either Party is unable, wholly or in part, to carry out its obligations under this Agreement, then such affected Party shall give the other Party notice and full particulars of such Force Majeure, in writing, within a reasonable time after occurrence of the Force Majeure, and the obligation, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the Force Majeure event then present.
- ## 26. NO THIRD-PARTY BENEFICIARIES.
- The Agreement is entered solely by and between, and may be enforced only by, the Parties hereto (and their permitted assigns) and, except to the extent expressly provided for herein, is not intended to confer on any other person any rights, remedies, obligations, or liabilities under, or by reason of, the Agreement.
- ## 27. RELATIONSHIP OF THE PARTIES.
- The relationship of the Parties is that of independent contractors. Nothing in the Agreement shall be deemed to create a partnership, joint venture, employer-employee, or any other type of legal, relationship.
- ## 28. SEVERABILITY.
- If any provision of the Agreement is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remaining provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- ## 29. WAIVER.
- Neither Party's failure to enforce any of its rights and remedies under this Agreement shall constitute a waiver of such right or remedy, nor shall either Party's waiver in one or more instances be construed as

constituting a continuing waiver or as a waiver in other instances. Neither Party may waive any of the Agreement's terms or provisions, unless such waiver is explicitly set forth in writing and signed by the waiving Party.

30. ASSIGNMENT. Neither Party shall have the right to assign, or otherwise to transfer, its rights or obligations under this Agreement, except with the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement to a current or future parent or affiliate entity, or to any successor in interest by means of merger, the acquisition of all or substantially all of its assets, or a similar reorganization transaction. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any prohibited assignment shall be null and void, ab initio.

31. NOTICES. Any notice given under this Agreement shall be in writing and shall be deemed received on (a) personal delivery (with written confirmation of receipt), (b) confirmed receipt, if delivered by a nationally recognized courier service, or (c) the fifth day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices to Buyer shall be addressed to the address indicated on the Quotation. Notices to NKA shall be addressed to:

Nihon Kohden America, LLC
15615 Alton Parkway, Ste. 150
Irvine, California, 92618
Attn: Legal Department

32. SURVIVAL. Provisions of this Agreement which by their nature should apply beyond the term of this Agreement will remain in force after any termination of this Agreement, including, but not limited to, Sections 5, 7-16, 19, 20-23, and 31.

33. ENTIRE AGREEMENT. This Agreement, as defined above, constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced herein (including Buyer's terms and conditions) shall not be binding on either Party.

34. AMENDMENT AND MODIFICATION. The Parties may amend, modify, or supplement this Agreement only through a written agreement, signed by each Party.



D.S. Baxley, Inc.
 (North Bay Branch)
 800 Lindberg Ln. #190
 Petaluma, CA 94952
 P: 707.766.9286
 E: Kasey@DSB-Plus.com
 License #858554
 DIR #1000008534

PROPOSAL

Date	Proposal #
12/4/2024	2698

Customer	Project	
Adventist Health Peter Johnston 700 River Drive Fort Bragg, CA 95437	Adventist Health MedSurg Patient Room Transitions	
Furnish & Install Floor Covering Finishes		Total Price
<p>Supply and install new low-profile metal transitions at each Patient Room doorway. See attached plans for scope.</p> <p>Plan is to do 3-4 doorways at a time. Remove approx. 2' of corridor flooring, float out each doorway with feather finish, install new low-profile metal transition, and re-install corridor flooring.</p> <p><u>ADD OPTION</u> Perform work after-hours, add \$1,905 to Total Price below.</p>		\$7,830.00
	Total Price	\$7,830.00

Ask Me About:

"Post Construction Maintenance"* "Extended installation & product warranties available up to the length of the customer's lease"

"Post-Installation CARPET & HARD SURFACE maintenance per MFR's instructions to maintain product warranties"

Exclusions:

1. Major floor prep or leveling.
2. Removal and disposal of existing finishes and old adhesives.
3. Final clean, wax, buffing, seal, vacuum, concrete seal or protection.
4. Temporary heating or lighting.
5. Overtime and weekend labor.
6. Moving of furniture or equipment of any kind.
7. All liability due to alkali or moisture in subfloor. (See Note Below)

NOTE: Owners will be responsible for supplying proper slab moisture test results prior to our commencing installation. If proper slab moisture test results are not provided or ordered from us (see below) then we will require a signed Waiver of Liability form provided by D.S. Baxley, Inc.

D.S. Baxley, Inc. in keeping with our commitment to state of the art flooring technology, will be offering the latest slab moisture testing system from Wagner Systems. The charge for placing these moisture tests, which are permanent and not subject to atmospheric conditions, is a minimum of \$150 or \$0.10 per square foot, whichever is greater. **Concrete Moisture Remediation (if necessary) can cost up to \$7 per square foot.**

NOTE: All Material Deposits or CBD amounts required will be billed and payment received prior to paying Material Vendors, Material Price Increases will be added to contract amount.

PROPOSAL ACCEPTANCE:

This proposal, unless otherwise noted, will remain in effect for 60 days from the above date. Upon acceptance by the Buyer, this instrument shall constitute a binding contract. In the event the Buyer elects to issue his/her own purchase order or contract based upon this proposal, the conditions contained herein shall be deemed to be incorporated in said purchase order or contract. **Upon acceptance of this contract, the Buyer agrees to NET 30 DAYS.**

The undersigned hereby accepts this proposal and states that he/she has read and understands the terms of this contract.

Date: _____

Accepted By: _____

Kasey Nyholm

Adventist Health Fort Bragg

04 December 2024 : Adventist Health Fort Bragg Patient Room Transitions
700 River Drive, Fort Bragg, CA 95437

Summary Report



One Vendor for All Your Flooring Needs

LOW PROFILE METAL TRANSITION

