



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH SERVICE REGULATION

ROY COOPER
GOVERNOR

MANDY COHEN, MD, MPH
SECRETARY

MARK PAYNE
DIRECTOR

April 9, 2018

Jeffrey Shovelin
PO Box 6028
Vidant Health
Greenville, NC 27835-6028

Exempt from Review – Physician Office

Record #: 2384
Business Name: Vidant Medical Group, LLC
Business #: 2813
Project Description: Develop a physician office building
County: Wilson


Dear Mr. Shovelin:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of April 5, 2018, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(9). Therefore, you may proceed to offer, develop or establish the above referenced project without a certificate of need.

However, you need to contact the Agency's Construction and the Acute and Home Care Licensure and Certification Sections to determine if they have any requirements for development of the proposed physician office building.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by the Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,


Jane Rhoe-Jones
Project Analyst


Martha J. Frisone
Chief, Healthcare Planning and
Certificate of Need Section

cc: Construction Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR
Amy Craddock, Assistant Chief, Healthcare Planning, DHSR

HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION
WWW.NCDHHS.GOV
TELEPHONE 919-855-3873
LOCATION: EDGERTON BUILDING • 809 RUGGLES DRIVE • RALEIGH, NC 27603
MAILING ADDRESS: 2704 MAIL SERVICE CENTER • RALEIGH, NC 27699-2704



April 4, 2018

Ms. Jane Rhoe-Jones
Certificate of Need Section
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Request for Exemption Pursuant to G.S. 131E-184(a)(9) / Vidant Medical Group, LLC / New Multispecialty Medical Office Building Development / Wilson County

Dear Ms. Rhoe-Jones,

On November 5, 2018, Vidant Medical Group, LLC (VMG), a wholly owned subsidiary of University Health Systems of Eastern Carolina, Inc. d/b/a/ Vidant Health (VH), is planning to open a 30,000 square foot multispecialty medical office building (MOB) in Wilson North Carolina. At opening (Phase 1), the Vidant HealthPlex – Wilson (HealthPlex) will offer 40 exam rooms and all necessary ancillary and support space to accommodate full time primary care, urgent/after-hours care, cardiology, neurology, dermatology, and pulmonology providers as well as part time neurosurgery and endocrinology clinics (see attached floor plan and site map). The HealthPlex will also be able to accommodate two additional leased “specialty clinics” per day. The HealthPlex will also have diagnostic, ancillary and treatment equipment and services on site to support the services offered, including diagnostic X-ray, laboratory testing, EKG, Ultrasound/ECHO, EEG, EMG, physical therapy, cardiopulmonary rehab, and retail pharmacy.

The total capital costs for the Phase 1 opening are estimated at \$2,840,549. The estimate is based on:

- VMG will be leasing a new building, which is currently under construction and already designed to meet the needs of the Healthplex. Therefore, VMG will not be spending any capital on construction or renovation unless noted below.
- \$153,100 in minor equipment (capital costs <\$10,000), diagnostics and furniture for exam and procedure rooms.
- \$477,949 in minor diagnostic and treatment equipment (capital cost>\$10,000). Costs include \$25,000 in special upfit costs for the lead lining and additional electrical requirements for the X-ray machine. All other minor medical equipment is portable/movable and does not require any additional special upfit costs.
- \$2,209,500 in IS, furniture, general supplies, biomed and other minor equipment
- See attached itemized list and detailed quotes for equipment greater than \$10,000 for additional detail

VMG believes the development of the HealthPlex is exempt from Certificate of Need (CON) review. Specifically, § 131E-184 states:

“(a) Except as provided in subsection (b), the Department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new

institutional health service, which notice includes an explanation of why the new institutional health services required, for any of the following:

- (9) To develop or acquire a physician office building regardless of cost, unless a new institutional health service other than defined in G.S. 131E-176(16)b. is offered or developed in the building.”

Since, at initial opening, (a) the HealthPlex will operate as a multispecialty physician practice, (b) none of the equipment, furniture or services identified above meet the definition of a new institutional health service, (c) the total capital cost of all equipment greater than \$10,0000 identified above is less than the \$500,000 threshold for the diagnostic center definition, and (d) no other new institutional health service beyond what is identified above is being offered or developed, the proposed project is therefore exempt from CON review based on 131E-184(a)(9). VMG is requesting that the CON Section issue a letter determining its development of the HealthPlex (Phase 1 only) is exempt from CON review.

Future plans (Phase 2) include adding additional clinical specialties and providers over time, along with the supporting diagnostic, treatment and ancillary services needed. In the event a new institutional health service needs to be added in the HealthPlex to accomplish Phase 2, VMG will file any and all applicable regulatory documentation prior to developing or offering the service.

If you have any questions or concerns, please feel free to contact me at (252) 847-3631.

Sincerely,



Jeffrey Shovelin
Administrator, Corporate Planning
Vidant Health
PO Box 6028, Greenville NC 27835-6028
(252)847-3631
jshoveli@vidanthealth.com

VMG HealthPlex - Phase 1 (Opening) Equipment/Furniture List

Category	Vendor	Model	Qty	Equipment Costs		"Special" Construction Costs	TOTAL COSTS
				Per Unit Cost	Total Cost		
Medical Equipment Over \$10,000							
Stress Testing	GE	CASE Performance w/12SL	1	\$ 43,020	\$ 43,020	\$ -	\$ 43,020
EKG	Philips	PageWriter TC50 Cardiograph	2	\$ 17,731	\$ 35,462	\$ -	\$ 35,462
X-Ray	Carestream	Floor Mounted X-Ray System w/ DRX-1	1	\$ 112,990	\$ 112,990	\$ 25,000	\$ 137,990
US/ECHO	Siemens	ACUSON S2000	1	\$ 70,000	\$ 70,000	\$ -	\$ 70,000
EEG	Nihon Kohden	Neurofax EEG-1200A	1	\$ 45,720	\$ 45,720	\$ -	\$ 45,720
EMG	Nihon Kohden	MEB-9400A-S	1	\$ 24,262	\$ 24,262	\$ -	\$ 24,262
Laboratory	CDS Medonic	M-Series Hematology Analyzer	1	\$ 13,995	\$ 13,995	\$ -	\$ 13,995
Laboratory	AMS Diagnostics	Liasys 450 Clinical Chemistry System	1	\$ 47,500	\$ 47,500	\$ -	\$ 47,500
Laboratory	Tosoh	AIA-900 Automated Immunoassay Analyzer	1	\$ 60,000	\$ 60,000	\$ -	\$ 60,000
				SUBTOTAL	\$ 452,949	\$ 25,000	\$ 477,949
Exam/Procedure Rooms							
Exam Tables			45	\$ 1,500	\$ 67,500	\$ -	\$ 67,500
Exam Stools			45	\$ 200	\$ 9,000	\$ -	\$ 9,000
Diagnosics		Thermometer, pulse ox, BP monitor, etc.	45	\$ 900	\$ 40,500	\$ -	\$ 40,500
Scales			45	\$ 400	\$ 18,000	\$ -	\$ 18,000
Colposcope			1	\$ 8,100	\$ 8,100	\$ -	\$ 8,100
Procedure Lights			5	\$ 2,000	\$ 10,000	\$ -	\$ 10,000
				SUBTOTAL	\$ 153,100	\$ -	\$ 153,100
Other Costs							
General Supplies		Startup general medical and office supplies	1	\$ 50,000	\$ 50,000	\$ -	\$ 50,000
Refrigerator (Lab)			2	\$ 8,000	\$ 16,000	\$ -	\$ 16,000
Lab Chairs			4	\$ 1,000	\$ 4,000	\$ -	\$ 4,000
Furniture		Desks, chairs, shelving, furnishings, etc.	1	\$ 176,000	\$ 176,000	\$ -	\$ 176,000
Other Furnishings			1	\$ 7,800	\$ 7,800	\$ -	\$ 7,800
Biomed			1	\$ 250,000	\$ 250,000	\$ -	\$ 250,000
IS (Software)		EHR, PACS, software, licenses, applications, etc.	1	\$ 638,900	\$ 638,900	\$ -	\$ 638,900
IS (Hardware)		Computers, cabling, servers, telephones, video, paging, etc.	1	\$ 666,800	\$ 666,800	\$ -	\$ 666,800
Pharmacy*		Shelving, furniture, drug storage, equipment, etc.	1	\$ 200,000	\$ 200,000	\$ -	\$ 200,000
PT/CVP Equipment*		Includes weights, tables, bars, bands, etc.	1	\$ 200,000	\$ 200,000	\$ -	\$ 200,000
				SUBTOTAL	\$ 2,209,500	\$ -	\$ 2,209,500
				PHASE 1 GRAND TOTAL	\$ 2,815,549	\$ 25,000	\$ 2,840,549

*No equipment over \$10,000



VMG HealthPlex -
Wilson Site



Sign in

3D + - Hobi

Google



DESIGNED FOR CONSTRUCTION

GK Cape Fear
STATE PLANNING

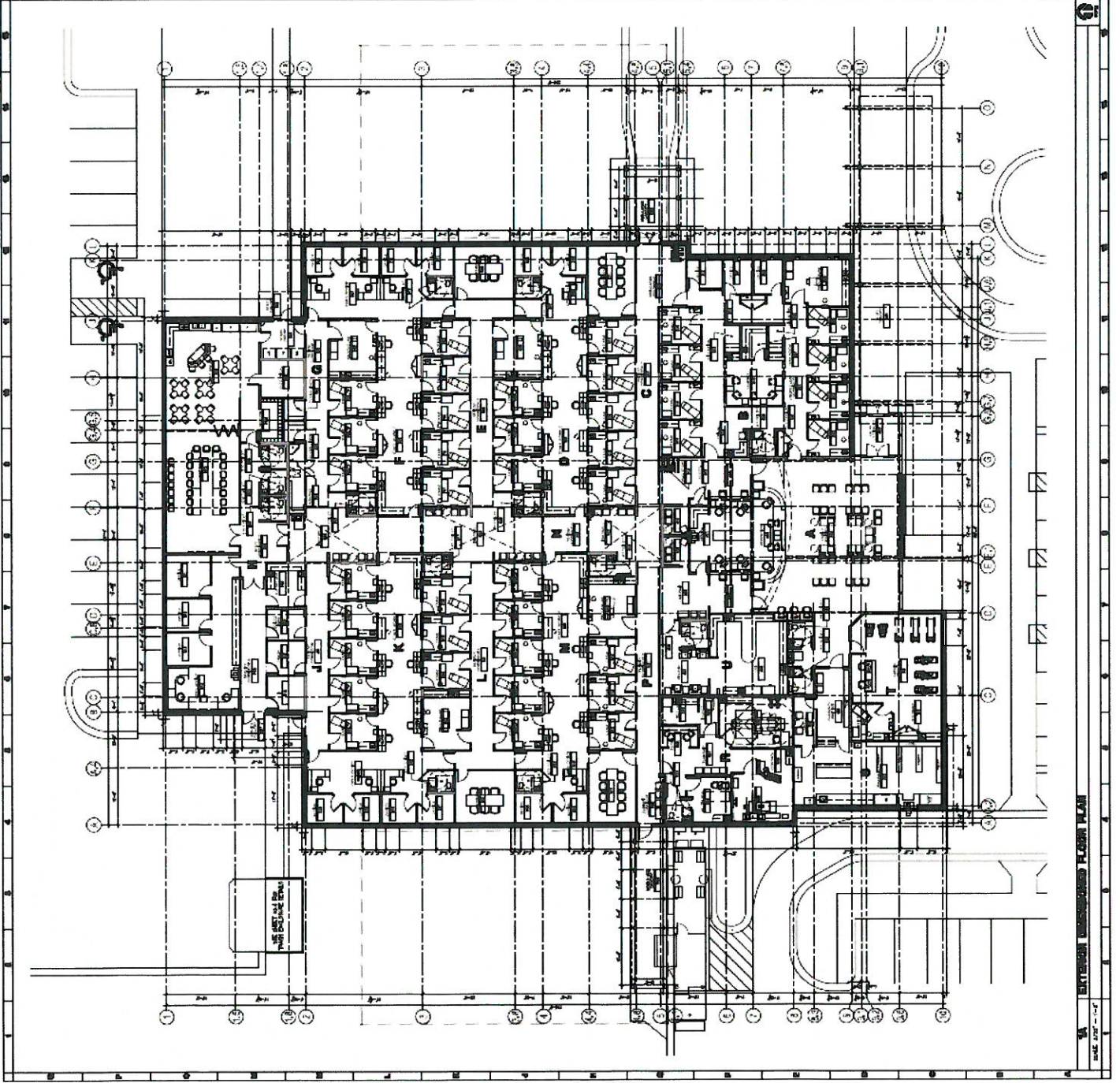
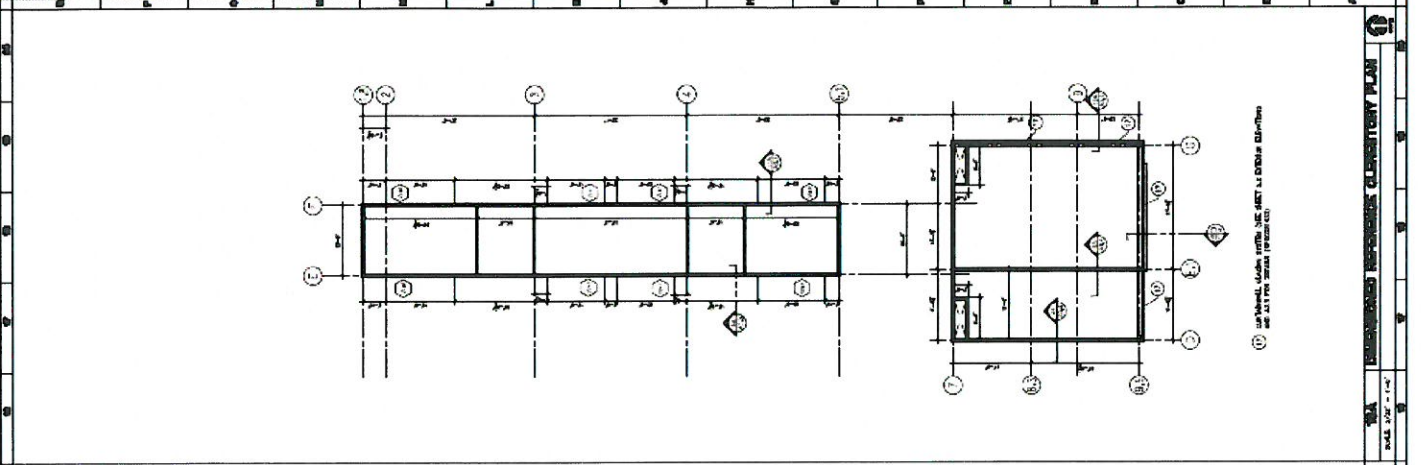


WIMCO/GK-Cape Fear
Vidant Healthplex
Wilson, NC

ARCHITECTS
DUNN & DALTON
401 North Matthews Street
Raleigh, North Carolina 27601
Phone: 252-727-1323
Fax: 252-727-1321
www.dunnanddalton.com

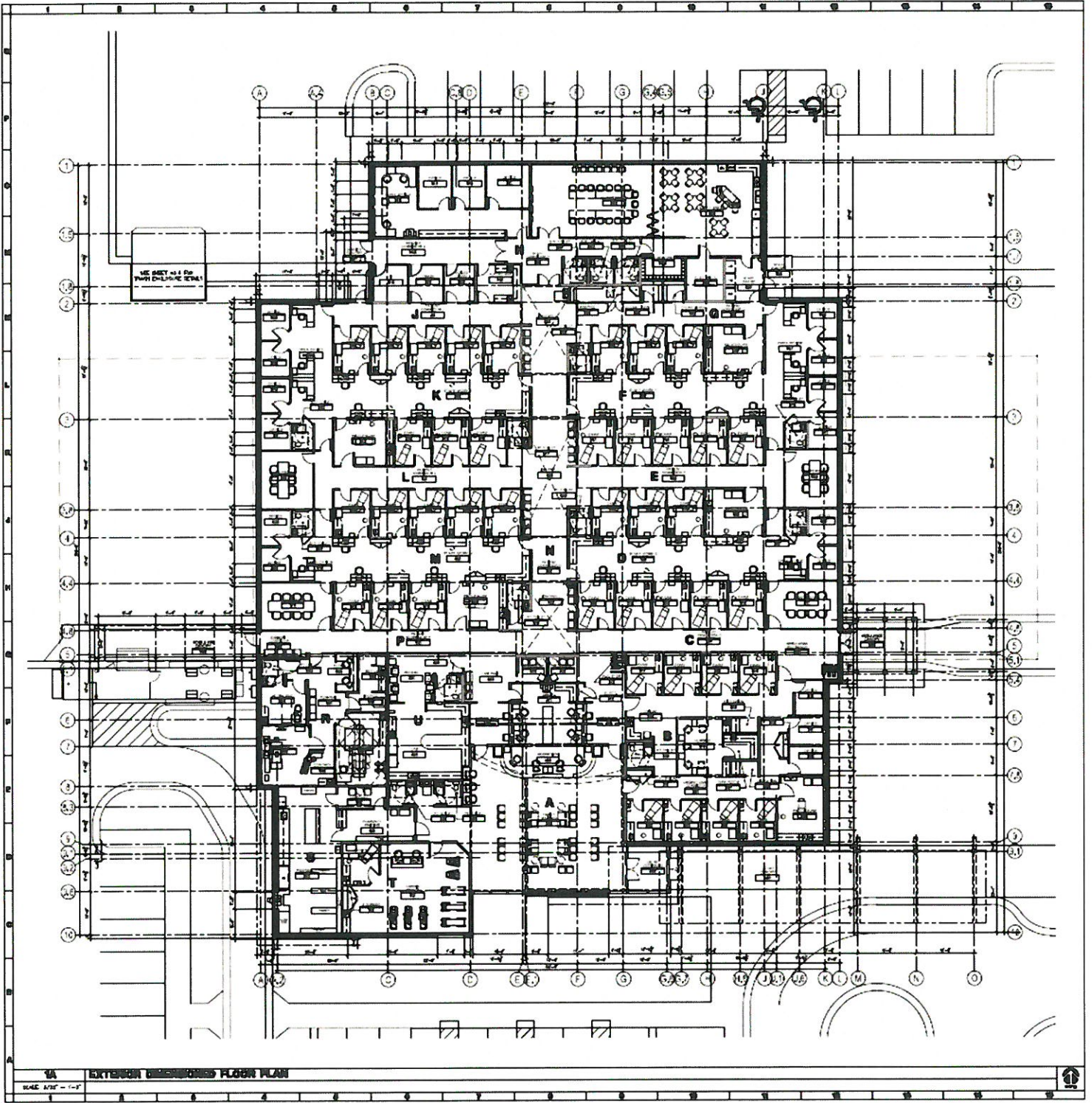
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A1.1



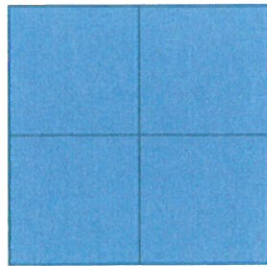
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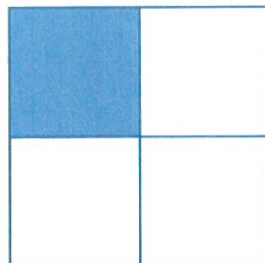
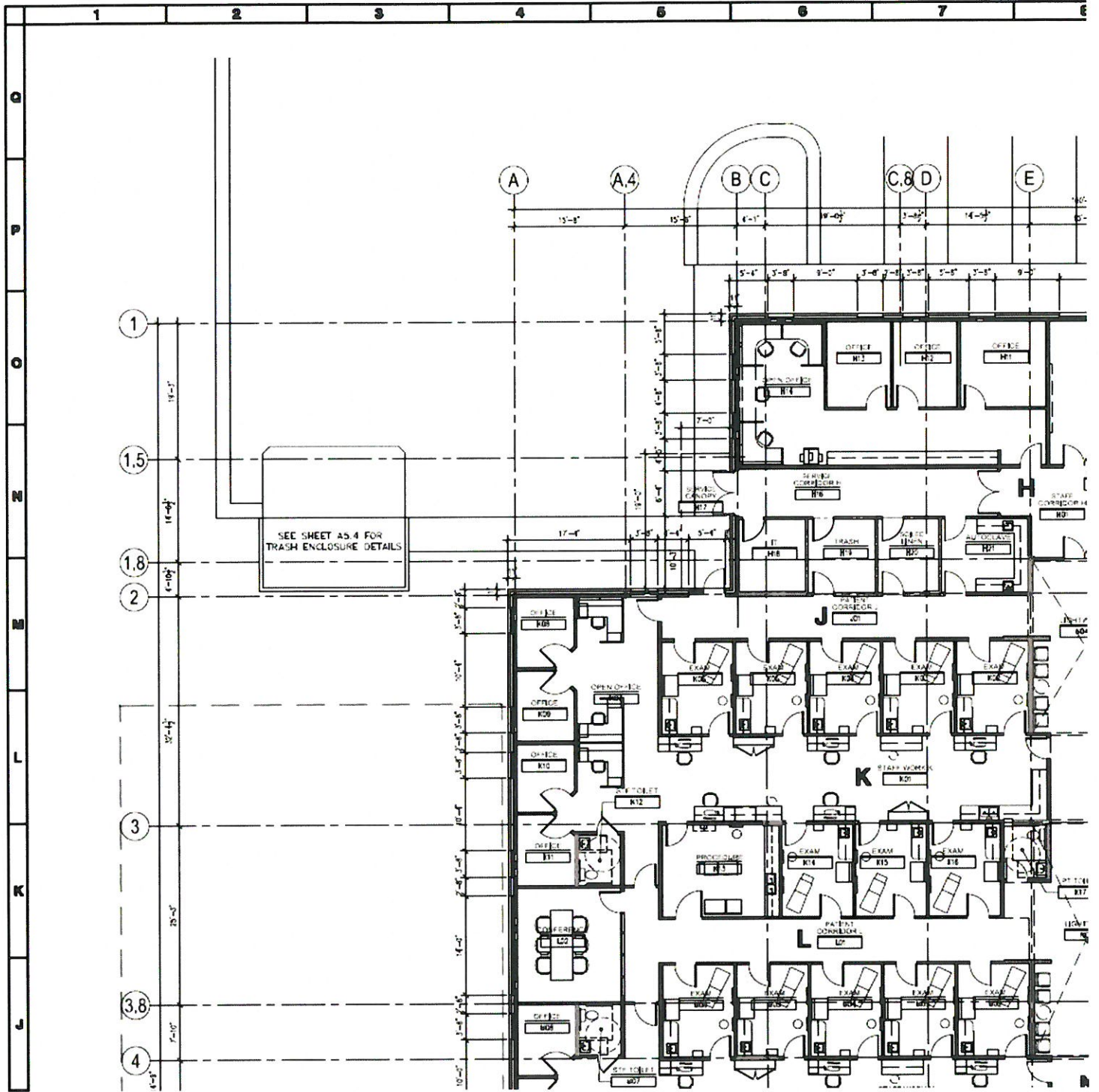
SECTION
DATE: 11/14/10
ENTIRE FIRST FLOOR PLAN

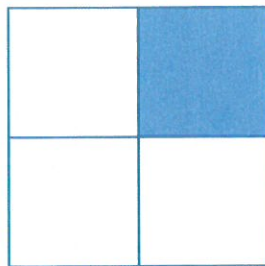
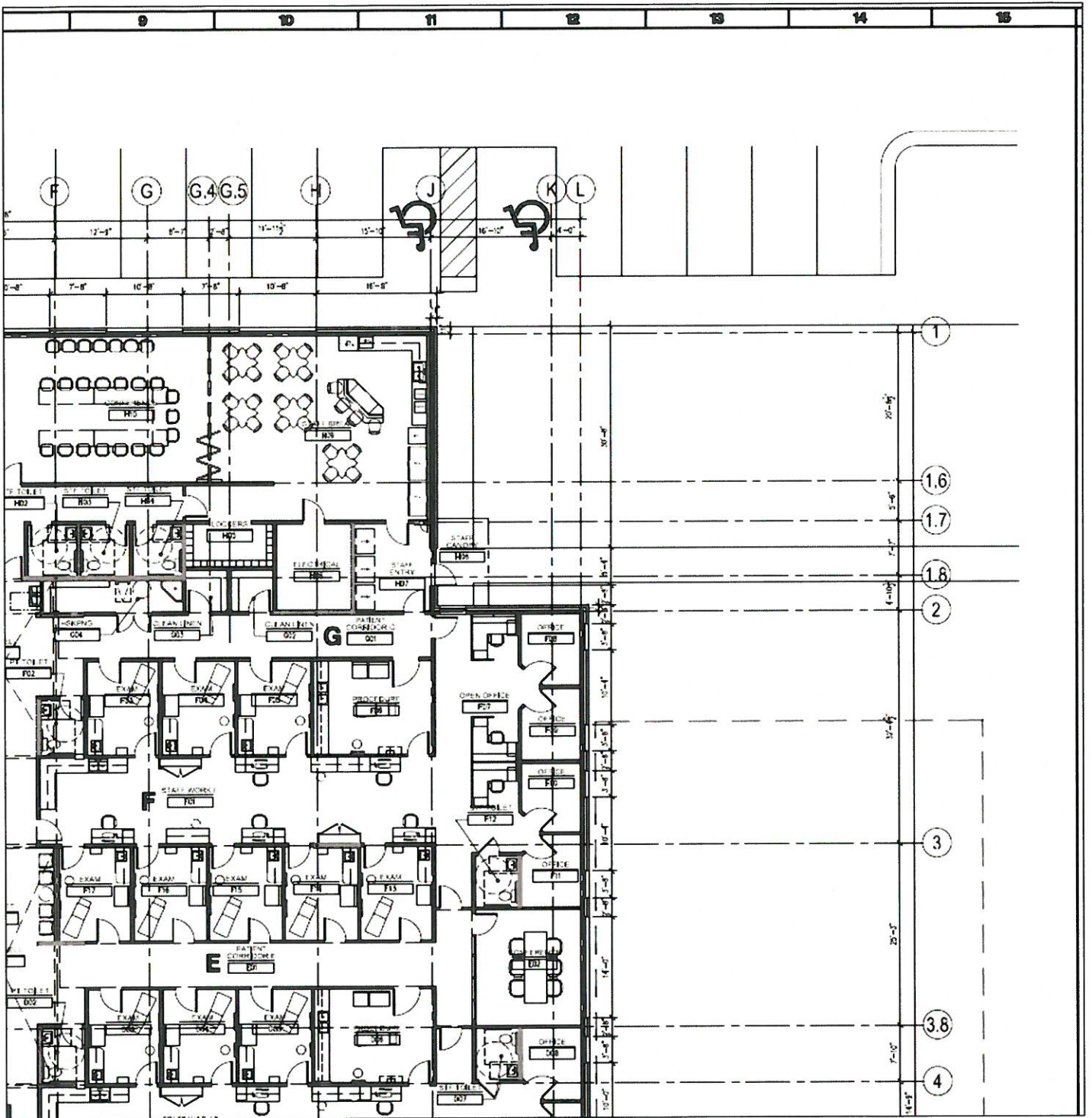


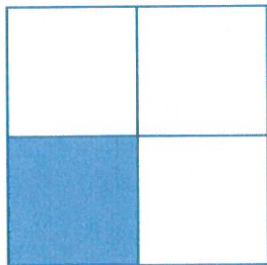
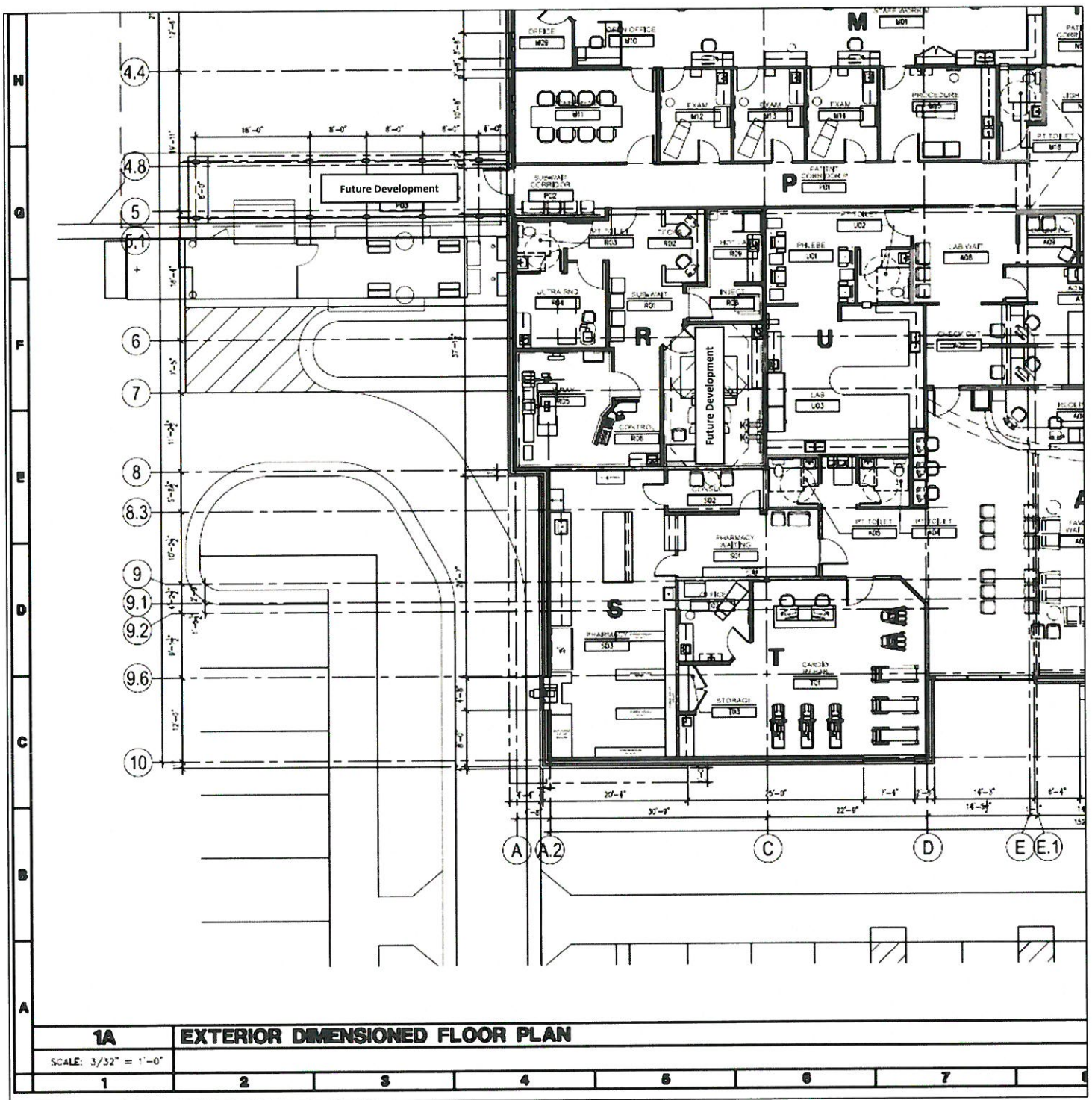
1A EXTENSION DIMENSIONED FLOOR PLAN

SCALE: AS SHOWN











GE Healthcare

Date: 03-26-2018
 Quote #: PR2-C97336
 Version #: 4
 Q-Exp-Date: 06-15-2018

Vidant Health
 2100 Stantonsburg Rd
 Greenville NC 27834-2818

Zach Pro
 2100 Stantonsburg Rd Greenville
 NC 27834-2818

Date: 03-26-2018

Quote Summary

QTY	DESCRIPTION	Ext Contract Price	Discount	Ext Sell Price
	CASE Performance w/12SL			
1	CASE 6 7	\$26,400.00	24.47%	\$19,940.25
	T2100-ST			
1	T2100-ST	\$7,195.00	18.34%	\$5,875.45
	Tango M2 Basic System			
1	TANGO M2	\$6,925.00	19.00%	\$5,609.25
	Stress Training and Installation			
1	STRESS TRAINING AND INSTALLATION	\$2,500.00	0.00%	\$2,500.00
	Quote Summary:			
	Total Contract List Price:			\$43,020.00
	Total Quote Discount (21.14%)			(\$9,095.05)
	Total Extended Selling Price			\$33,924.95
	Total Quote Net Selling Price:			\$33,924.95

The following proposal contains a listing of the specific components comprising each system, as well as prices, warranty and terms. If this Quotation has demo/refurbished equipment on it, the quote is valid for 7 days only and is subject to availability.

Upon acceptance, please return this quotation, together with your purchase order, to GE Healthcare Customer Relationship Center (CRC) at the address below.

In the event of a conflict between the terms of the foregoing summary and the terms of the full Quotation, the terms of the full Quotation shall control.



GE Healthcare

Date: 03-26-2018
Quote #: PR2-C97336
Version #: 4
Q-Exp-Date: 06-15-2018

Issued By: GE Medical Systems Information Technologies, Inc FEIN: 39-1046671	Customer Address: Vidant Health 2100 Stantonsburg Rd Greenville NC 27834-2818	Attention: Zach Pro 2100 Stantonsburg Rd Greenville NC 27834-2818
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The terms of the Master Purchasing Agreement, Strategic Alliance Agreement or GPO Agreement referenced below as the Governing Agreement shall govern this Quotation. No additional or different terms shall apply unless agreed to in writing by authorized representatives of both parties.

Governing Agreement:	Novation - Vizient Supply LLC Committed - DCAR
Customer Number:	1-25AIME
Terms of Delivery:	FOB Destination
Billing Terms:	80% Delivery / 20% Installation
Payment Terms:	Net Due in 45 Days
Total Quote Net Selling Price:	\$33,924.95
Sales And Use Tax Status:	No Exemption Certificate on File

IMPORTANT CUSTOMER ACTION:
If you are financing this arrangement, please check one of the financing options below. By signing below without checking one of the financing options you are indicating a cash payment method for this arrangement. If "GE HEF Loan" or "GE HEF Lease" is NOT selected at the time of signature, then you may NOT elect to seek financing with GE Healthcare Equipment Finance (GE HEF) at a later date to fund this arrangement.

GE HEF Loan
 GE HEF Lease
 Third-Party Lease (Please identify finance company) _____

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duly authorized representative as of the date set forth below.

CUSTOMER	GE HEALTHCARE	
_____	Steven Sanders	03-26-2018
Authorized Customer Signature	Signature	Date
_____	Cardiology Business Manager, LCS	
Print Name	Print Title	
_____	Email: Steven.Sanders@ge.com	
Purchase Order Number (if applicable)	Office: +1 704 280 7934	



GE Healthcare

Date: 03-26-2018
Quote #: PR2-C97336
Version #: 4
Q-Exp-Date: 06-15-2018

Total Quote Selling Price	\$33,924.95
Trade-In and Other Credits	\$0.00

Total Quote Net Selling Price	\$33,924.95

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Steven Sanders
Office: +1 704 280 7934
Email: Steven.Sanders@ge.com

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:
GE Medical Systems Information Technologies
5517 Collections Center Dr.
Chicago, IL 60693

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate, your form of payment.
- If you include the purchase order, please make sure it references the following information
 - The correct Quote number and version number above
 - The correct Remit To information as indicated in "**Payment Instructions**" above
 - The correct SHIP TO site name and address
 - The correct BILL TO site name and address
 - The correct Total Quote Net Selling Price as indicated above

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.

*****OR*****

Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation # _____; (ii) Per the terms of GPO# _____; (iii) Per the terms of MPA # _____; or (iv) Per the terms of SAA # _____. Include the applicable quote/agreement number with the reference on the purchase order.

In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."



GE Healthcare

Date: 03-26-2018
Quote #: PR2-C97336
Version #: 4
Q-Exp-Date: 06-15-2018

03-26-2018

GPO Agreement Reference Information

Customer: Zach Pro
Contract Number: CE2881
Start Date: 08/14/2015
End Date: 01/31/2019

Billing Terms: 80% Delivery / 20% Installation
Payment Terms: Net Due in 45 Days
Shipping Terms: FOB Destination

For a copy of the GPO contract or summary, please go to your GPO Membership login page suppliers.novationco.com. If a copy of the contract is not available on your membership page, please contact your GPO client manager.

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and Novation include contract CE2881 (DCAR).



GE Healthcare

Date: 03-26-2018
Quote #: PR2-C97336
Version #: 4
Q-Exp-Date: 06-15-2018

Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
			CASE Performance w/12SL			
			CASE 6.7			
1	1	2062898-001	CASE V6.7	\$26,400.00	24.47%	\$19,940.25
			CASE V6.7			
	1	2062898-824	CASE WINDOWS 8.1 PERFORMANCE PKG WITH DISPLAY			
			CASE WINDOWS 8.1 PERFORMANCE PKG WITH DISPLAY			
	1	2062898-490	CASE LANGUAGE V6.73 SP2 ENG US			
			CASE LANGUAGE V6.73 SP2 ENG US			
	1	2026714-078	PHTM CASE NORTH AMERICAN POWER CORD			
			PHTM CASE NORTH AMERICAN POWER CORD			
	1	2062898-040	CASE V6.7 CAM 14 STRESS AHA			
			CASE V6.7 CAM 14 STRESS AHA			
	1	2062898-050	PHTM CASE V6.7 12SL			
			12SL Interpretation (RESI): GE Marquette 12SL 12 lead resting interpretation algorithm.			
	1	2062898-052	PHTM CASE V6.7 RISK FACTORS			
			RISK FACTORS (RISK)			
	1	2062898-066	PHTM CASE OR CASE UPD V6.7 XML PDF			
			XML PDF EXPORT (EXPD/EPDF)			
	1	2062898-034	PHTM CASE or CASE UPG V6.7 DICOM OPTION AND CONFORMANCE STATEMENT			
			DICOM OPTION AND COMFORMANCE			



GE Healthcare

Date: 03-26-2018
Quote #: PR2-C97336
Version #: 4
Q-Exp-Date: 06-15-2018

Line #QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
		STATEMENT: Import MWS data into system database; report/ modality workList is a customized procedure final reports that can be exported to other DICOM compatible systems in a DICOM format. The bi-directional interface can receive patient, procedure and order data from DICOM order management systems. DICOM data export may be concurrent to MUSE/EMR data export. Requires network access connectivity. (DCOM)			
1	2062898-045	CASE V6.7 TEMPORARY OPTION ACTIVATION CASE V6.7 TEMPORARY OPTION ACTIVATION			
2	1	INSTALL CASE Installation and In-service for CASE Systems includes: Setup of the CASE system and treadmill to customer-supplied AC power & network/phone connection.	Incl.	Incl.	Incl.
3	PROMO-231	Replace a CASE 6.5 with a new CASE 6.7 Performance System Promo (Expires June 30, 2018) Replace a CASE 6.5 with a new CASE 6.7 Performance System Promo -Promotion cannot be used in conjunction with any other CASE promotion -Promotion applies to CASE system with product codes OG, VF, RVF, SAP, SBW and SCF -Discount only applies to base Performance CASE system	Incl.		



GE Healthcare

Date: 03-26-2018
 Quote #: PR2-C97336
 Version #: 4
 Q-Exp-Date: 06-15-2018

Line #QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
		-Software options, T2100, eBike, Tango & accessories are not include and are at GPO or list price -Orders must carry the promotion part number to qualify (see part numbers above) -Order must be received by June 30, 2018 -Promotion does not apply to CASE 8000, CASE, MAX-1, MAX Personal (MAC8) or MAC VU ST -Promos are subject to change or to be discontinued at any time			
		T2100-ST			
		T2100-ST			
4	1	1092405-001 T2100-ST TREADMILL	\$6,945.00	19.00%	\$5,625.45
		T2100-ST TREADMILL			
	1	1092405-022 T2100-ST2 TREADMILL 220V T2100-ST2 TREADMILL 220V			
	1	1092405-041 CABLE RS232 INTERFACE T2100ST TO CASE/PC CABLE RS232 INTERFACE T2100ST TO CASE/PC			
5	1	INSTALL CASE	Incl.	Incl.	Incl.
		Installation and In-service for CASE Systems includes: Setup of the CASE system and treadmill to customer-supplied AC power & network/phone connection.			
6	1	SPECIAL HANDLING	\$250.00	0.00%	\$250.00
		SPECIAL HANDLING SERVICE			



GE Healthcare

Date: 03-26-2018
Quote #: PR2-C97336
Version #: 4
Q-Exp-Date: 06-15-2018

Line #QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
		Tango M2 Basic System			
		Tango M2			
7	1	2079072-001 TANGO M2 GENERIC ATO MODEL	\$6,500.00	19.00%	\$5,265.00
		TANGO M2 GENERIC ATO MODEL			
	1	2079072-020 TANGO M2 BASE UNIT - ROHS Tango M2 NIBP Monitor (RoHS) for Stress Testing, including 1 ea. Adult, Adult Plus, Large Adult Orbit-K Cuff with Microphone; headphones/ext cable set, BP Patient Cable, ECG Trigger Cable, RS-232 Cable, pole clamp with screws; User's Guide CD, Quick Start Guide, Proper Orbit-K Cuff Placement poster, Product registration card, Power supply, and 2 Wrist Straps.			
	1	2079072-006 PHTM TANGO M2 PWRCRD US-CANADA PHTM TANGO M2 PWRCRD US-CANADA			
	1	2079072-021 PHTM TANGO M2 LANG ENG - ROHS PHTM TANGO M2 LANG ENG - ROHS			
8	1	2013320-065 ECG SPLITTER CABLE - ROHS ECG SPLITTER CABLE - ROHS	\$125.00	19.00%	\$101.25
9	1	2040577-001 SET ADDITIONAL DEVICE MOUNTING FOR CASE Shortened Mounting Pole for Tango on CASE	\$300.00	19.00%	\$243.00
		Stress Training and Installation			
	1	Stress Training and Installation			



GE Healthcare

Date: 03-26-2018
Quote #: PR2-C97336
Version #: 4
Q-Exp-Date: 06-15-2018

Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
10	1	2091267-001	DCAR ONE DAY ON-SITE CLINICAL PRODUCT TRAINING FOR CARTS AND STRESS DCAR ONE DAY ON-SITE CLINICAL PRODUCT TRAINING FOR CARTS AND STRESS	\$2,500.00	0.00%	\$2,500.00

Quote Summary:

Total Contract List Price:	\$43,020.00
Total Quote Discount (21.14%)	(\$9,095.05)
Total Extended Selling Price	\$33,924.95
Total Quote Net Selling Price:	\$33,924.95

(Quoted prices do not reflect state and local taxes if applicable)

If this Quotation contains a trade-in, such trade-in shall be governed by the terms and conditions set forth on the Trade-In Addendum to GE Healthcare Quotation attached to or provided with this Quotation.

If this Quotation has demo/refurbished equipment on it, the quote is valid for 7 days only and is subject to availability.

Service Option invoicing will be separate from the equipment.

All GE Healthcare pricing is confidential and proprietary. Any reporting requires GE's consent.



Philips Healthcare
3000 Minuteman Road, MS 2214
Andover, MA 01810-1099

Email PO to: Healthcare.Orders@philips.com

or
Fax PO to: 1-800-947-3299

or
Mail PO to:
Philips Healthcare
Order Processing, MS2214
Andover, MA 01810-1099

800-934-7372

QUOTE DATE 03/08/2018	QUOTE NUMBER 2300902396	PAGE 1 / 4
LAST UPDATED 03/08/2018	TIME 21:16:32	
EXPIRATION DATE 03/30/2018	INCOTERMS FOB DESTINATION	
PAYMENT TERMS Net 30 Days Subject to Credit Approval		
FORMAL QUOTE		
CUSTOMER: Attention: Bill Sherman Vidant Health 2100 Stantonsburg Rd GREENVILLE NC 27834-2818 UNITED STATES Customer Number : 94055189		

SALES REPRESENTATIVE

Nikki Kiechlin-CF Medical Ph: 978-979-7248

Fax:

QUOTE CONTACT

Ted Dubinski

Federal EIN: 13-3429115

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
SPECIAL COMMENTS						
This TC70 quote prepared for: Employee Health Clinic						
10	860315 860315	PageWriter TC70 Cardiograph	1	PCE		
		A02 Cardiograph	1		15,735.00	15,735.00
		D24 Wireless 802.11(a,b,g,n)	1		625.00	625.00
		E06 Double Sided Tab Clips	1		.00	.00
		H16 Membrane Keyboard Cover	1		27.00	27.00
		H21 PIM 12 Lead	1		.00	.00
		Group Buy Discount			-48.00 %	-7,865.76
		Net price				8,521.24
		Agreement: GPO00001E0				
20	860318 860318	Trolley, PageWriter TC70	1	PCE		
		B02 Trolley Fully Assembled	1		1,202.00	1,202.00
		C02 Storage Bin	1		142.00	142.00
		Group Buy Discount			-48.00 %	-645.12
		Net price				698.88

THIS QUOTATION CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF PHILIPS HEALTHCARE AND IS INTENDED FOR USE ONLY BY THE CUSTOMER WHOSE NAME APPEARS ON THIS QUOTATION. IT MAY NOT BE DISCLOSED TO THIRD PARTIES WITHOUT PRIOR WRITTEN CONSENT OF PHILIPS HEALTHCARE.



PHILIPS

Philips Healthcare
3000 Minuteman Road, MS 2214
Andover, MA 01810-1099

QUOTE DATE 03/08/2018	QUOTE NUMBER 2300902396	PAGE 2 / 4
LAST UPDATED 03/08/2018	TIME 21:16:32	
EXPIRATION DATE 03/30/2018	INCOTERMS FOB DESTINATION	
FORMAL QUOTE		
REPRINT		

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
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Agreement:	GPO00001E0					
	Total Quotation List Price					17,731.00
	Less All Applicable Discounts					-8,510.88
	Total Quotation Net Price					<u>9,220.12</u>

Philips Healthcare is pleased to inform you that financing of its products and services is available to qualified applicants. To obtain more information contact Philips Medical Capital @ 866-513-4PMC.

*

Contract information for: Vizient Supply Llc

*

Prices quoted are subject to and reflect applicable discounts per the terms and conditions of the following contract:

Contract # GPO00001E0 Expiration: 01/31/2019

*

The discount quoted here-in is a special Vizient group buy discount. The special discount is for Vizient DECG Group Buy products. The offer expires on March 30, 2018

*

This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of Contract# GPO00001E0.

If no contract is identified in the previous sentence or the products and/or services are not covered by this contract, this quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Philips Terms and Conditions of Sale posted at http://www.healthcare.philips.com/main/terms_conditions/ and the terms herein.

*

MD Buyline -- Please be aware that MD Buyline utilizes Philips current list prices as the basis of calculation for discount comparisons. If you are a customer utilizing a GPO contract with fixed pricing, it is likely that the list price on this quotation is based on an older published price list, and may be considerably less than the current list pricing that MD Buyline uses in its analysis. As such, the MD Buyline discount recommendation may be higher than the Philips offering for your particular purchase. If you have a question, please ask your Sales Representative for clarification. Should you have concerns or want additional information relative to how discount comparisons are calculated at MD Buyline, please call your analyst at MD Buyline.

*

All work is scheduled within normal working hours; Monday through Friday, 8 a.m. to 5 p.m. excluding Philips



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holidays.
 All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing.
 It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner.
 Excessive delays and multiple visits will result in additional charges.
 All prices are based upon 'adequate access' to work areas that are free from obstruction.
 If it is determined, during the implementation that asbestos removal is required; Philips will suspend performance until the Customer remediates the asbestos.
 Philips will work with the customers staff to reduce the downtime during the system transition.
 *
 *
 Products are for USA end-use only. Taxes, if applicable, are not included unless noted but will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement.
 Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold training must be completed within twelve months of delivery/installation. System cabling, if included, is specified at the standard grade unless noted otherwise.
 *
 This quote specifically excludes Licensing & Permit Fees, Prevailing Wage Compensation and Union Labor.
 *
IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or a discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).



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This quotation contains confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without prior written consent of Philips Healthcare

X-RAY



TRIANGLE
X-RAY CO.

Carestream

Medical Imaging Solutions

CHANNEL PARTNER

**Carestream Floor Mounted Radiographic
System with DRX-1 System
3724 Raleigh Road Parkway West
Wilson NC, 27896**

Prepared Exclusively for:



VIDANT™
Medical Center

Sandra J. Sackrison, DHSc, FACHE, RT (R)(M)(QM)(CRA)
Radiology System Service Line Administrator
University Health Systems of Eastern Carolina, Inc d/b/a Vidant Health
PO Box 6028, Greenville, NC 27835

Proposal Number: Vidant-20180104.04
File Name: VidantRadDRCompleteSysWilson

Prepared By: Kelly Bryan
kelly@trianglexray.com
919-605-2324 mobile

Triangle X-ray - Raleigh
4900 Thornton Road, Suite 117
Raleigh, NC 27616

Triangle X-ray - Richmond
1518 Willow Lawn Dr.
Richmond, VA 23230

919.876.6156

www.trianglexray.com

This proposal is valid through: April 1, 2018



CONFIDENTIALITY NOTICE:

The information contained in this document is confidential and is intended for the exclusive use of the individual(s) and entity(ies) named as recipients in the document. If you are not an intended recipient of this document, please notify me immediately and shred this material. Any disclosure, distribution, or copy of this document is strictly prohibited. Thank you.

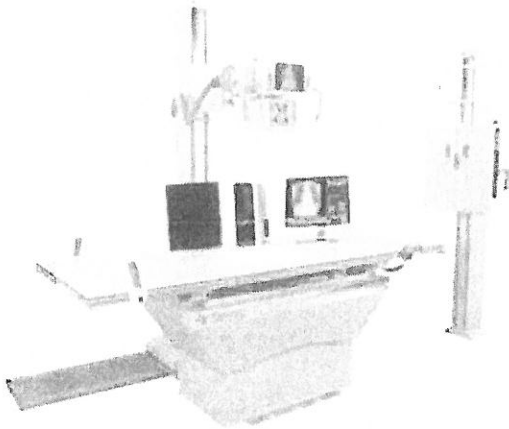
Introduction and Overview

Who is Triangle X-Ray?

Triangle X-Ray specializes in the latest x-ray technology & equipment systems available to offer the proper digital imaging solution to meet your needs. We are channel partners for some of the largest recognized companies in the industry in order for you to stay competitive in an ever changing world. At Triangle X-Ray, we provide sales, project management, installation, application training, and most importantly, local service & support.

Whether your needs are for low or high volume Radiographic procedures, we provide CR or DR Solutions to meet those demands along with the latest in PACS & DICOM Archives. Accessories include Laser Printing Systems, Film Digitizers, & Film at an aggressive cost savings.

THIS IS OUR QUOTATION ON THE GOODS NAMED, SUBJECT TO AND INCLUDES THE TERMS AND CONDITIONS ON THE SIGNATURE PAGE AND ON THE REVERSE SIDE HEREOF.



Carestream Floor Mounted Radiographic System with DRX-1 DR System:

QG-5000 50 kW/125 kVp "ODYSSEY HF" Digital Deluxe Radiographic Generator

- Digital Imaging Ready, ULTRA High Frequency Power, 120 kHz PLUS
- 50 kW output; (according to IEC 60601)
- mA Range: 25 to 630
- kVp Range: 40 to 125 kVp, in 1 kVp increments
- mAs Range: 0.1 – 800
- Timer Range: 0.001 - 6.3 seconds
- "APR" Anatomical Programmed Radiography (100 APR Views / 5000 Techniques) for Std. and Custom Views
- Large Graphic Color LCD Display for APR and Technique Information, includes Date/Time Feature
- Self-Diagnostics, Anode Heat Monitor, Error Messaging, Auto Shut-off Timer, History Reporting Log, RS-232 Port
- *Nominal Input Power 380 - 480 VAC (+/- 10%) Three Phase; (208 VAC/Three Phase Input: Optional)

QG-AEC Automatic Exposure Control: (AEC) electronics "HF Series" generators

R10-T140 X-Ray Tube: 3" Radiographic X-Ray Tube

- 0.6/1.2 mm focal spot sizes with 300,000 Heat Unit capacity
- 150 kVp, High/standard speed rotor, 12° anode target angle, 90° arms

R70-25 High Voltage Cables: One pair, 25 ft. long (7.5 meters) with federal terminals**QS-550 Deluxe Floor Mounted Tubestand**

- Floor Mounted tubestand with 10 ft. long tracks and 98" (249 cm) of longitudinal travel
- Deluxe Handgrips: multi-function, fingertip controls for horizontal, vertical, transverse, and longitudinal movements
- Includes "All Locks" release switch and auto-stop sensor for horizontal/vertical adjustments
- Vertical Travel of 60.5" (154 cm) with minimum floor to focus distance of 13.75" (35 cm)
- FAIL-SAFE electromagnetic braking system and integral counterbalancing ensure safe, easy use
- Column Rotation (+/- 180°), Transverse Arm (10 inch travel)
- Tube Angulations of +/- 135° with detents at 0°, +/- 90°
- Cable concealment and management system

QS-55T Trunion Rings: For Tube head rotation of -20°/+45° with dual angle guides**QT-750 "QUIET-LIFT" Elevating/Float-Top Radiographic Table: (EXTRA WIDE DESIGN, FOR LARGE PATIENT COMFORT)**

- 650 lb. (295.5 kg) Patient Weight Capacity
- Elevating Range of 21" – 32.5" (53 – 83 cm) w/collision avoidance electronics & safety lock-out control switch
- Tabletop length: 85" (216 cm) with 30.5" (77.5 cm) of longitudinal travel
- Tabletop width: 35.5" (90 cm) with 11.5" (29.2 cm) of transverse travel
- "Flat-Top" Table design for easy patient transfer and cleaning, with low absorption material
- FAIL-SAFE electromagnetic braking system ensure safe, easy use
- Recessed Foot Switches and Multi-Function Hand Control, for ALL table movements (Floating and Elevating)
- Includes adjustable patient handgrips, mounted along concealed accessory rails on the sides of table
- Power input: 115 VAC/60 Hz/single phase/10 Amp (Specify for Intl use: 220 VAC/single phase/50Hz)

R80-AEC Ionization Chamber: Three (3) field chamber; includes hardware**R20-1010M 103 lines/inch (40 lines / cm); 10:1 ratio, 34"- 44" Focus****1015205 Deluxe Heavy Duty Rotating Cassette Tray****QW-420 "VERTI-Q" Vertical Wall Stand: Single-column structure**

- Features the exclusive "EZ-Glide" Hand control for easy and precise movement, grip rotates +105°
- Custom enclosed frame for attractive appearance includes patient chin rest
- Low absorption front cover material with cassette and AEC Indicators
- Vertical Travel: 60.0 (±1.0)" (1524.0 mm) with a 15.0 (±0.5)" (381.0 mm) minimum Focal Spot-to-Floor Distance
- FAIL-SAFE electromagnetic braking system plus integral counterbalancing, ensure safe and easy use
- Accepts cassette sizes of up to 14" x 17" (35 x 43 cm)

****NOTE: Specify either Right or Left Hand Loading**

R80-AEC Ionization Chamber: Three (3) field chamber; includes hardware**R20-1010L 103 lines/inch (40 lines / cm); 10:1 ratio, 40"- 72" Focus****1015205 Deluxe Heavy Duty Rotating Cassette Tray**

R40-M-R "Ralco" Manual Collimator

- White LED light source
- Multilayer Collimator Technology
- Alignment laser light for patient and cassette tray positioning, plus rectangular light field
- High resistance resin mounting flange (allowing rotation of the collimator)
- Retractable tape Measure
- Two Accessory Rails
- 40"- 72" SID cassette size scales (metric also available 100cm & 180cm)



DRX-1 Acquisition Console Software

- Patient Registration: Manually or (DMWL) DICOM Modality Worklist
- Patient size selection: Pediatric, Small, Medium, Large Adult
- Image Acquisition + QC (brightness/contrast, flip, rotate, zoom, annotations, measurements (zoom, pan, window/level, mag, crop, invert, line measurement, angle measurement, text, arrow, L&R Markers, clockwise rotation, counter-clockwise rotation)
- Image Preview in Less Than 3 Seconds
- DICOM Store/Transfer to PACS
- DICOM Print to DICOM Printer or "Print to Printer" for paper printer
- Export images formatted as .jpg, .tiff, .bmp, and DICOM (with or without Viewer) to CD or other media
- Archive to CD/DVD – Archive to removable drive
- Hard disk capacity warning – Scheduled periodic back-up warning.
- Preconfigured with default anatomical exam tree and image processing parameters
- Black Surround Fill
- Delete Image
- Stitching Software (Scoliosis and Long Leg) – Manual and Automatic
- DR Trigger Mode: (using generator interface cable) – Detector receives signal that generator is prepared to generate x-rays.
- AED Mode – Automatic Exposure Detection: The detector detects actual amount of x-rays without any connection to the X-ray generator, and then performs image acquiring according to image acquisition time and transmits the image data – No signal used (no need to connect to generator interface cable)
- DICOM Storage Commitment
- MPPS (Modality Performed Procedure Step)
- Exposure Index, Deviation Index
- Repeat- Reject software
- Dose Monitoring – (Requires optional DAP Meter)
- Grid Line Removal Software

Host PC Workstation (Specifications subject to change without notice)

- Windows 7 Professional 64bit

- Intel Core – i5 – 2400 2.8 Ghz Processor
- 4GB DDR3 memory
- Two hard disks (2 TB) – 1TB x 2 Level 1 RAID
- Image Storage Capacity = 100,000 Images
- NIC-Broadcom Ethernet card
- DVD writer

MONITOR: Wide-Screen Display (24")

- 24" Wide-Screen Display, Native Resolution 1920 x 1200 pixels, Mouse-Driven
- Keyboard and Mouse

Remote Service Support Software

TEAM-Viewer Remote Access Software Included (allows for WEB-Based Remote dial-up support)

14"x17" DRX-1 CORE Wireless Detector with Cesium-Iodide (CsI) Scintillator (DETECTOR ONLY)

- Scintillator: Cesium-Iodide (CsI)
- Field of View: 14" x 17" (35 cm x 43 cm)
- Pixel Array: 2560 x 3072 (7.8 Mega Pixels) | Pixel Size: 140 micron (Nyquist Resolution 3.5 lp/mm) | Grayscale: 14 bits
- Dimensions: 15.1" x 18.1" x 0.6" (384 x 460 x 15mm), Weight: (2.7 kg)

Includes:

- System Control Unit: (24VDC, 0.5A from dedicated system control unit)
- Generator Interface Cable (15m), Direct LAN Cable (15m), DC Power Cable (15m)
- Battery Charger with 3 bays and 3 batteries. LAN communication (IEEE802.11a/b/g/n)

Q-CONNECT-VW-UP INTEGRATION of Console to X-ray generator

- Quantum "Q-CONNECT" Integrated Software & License for DR Series
- Generator mini-control with on/off switch and rotor prepare/expose hand switch
- Allows for all generator service configuration, calibration, and diagnostics operated from DR console

Professional Services for System Above:

- **Project Management**
- **Electrical, Mechanical, & Room Lay-out drawings**
- **Configuration**
- **Installation**
- **System Training**

Total Installed Price for Above Carestream Solution: \$112,990.00

Discounted Annual Service Agreement Point-of-Sale Price for 2nd Year: \$7,900.00*

***Annual service agreement for year 2 includes parts and labor on radiographic system after 12 month warranty ends. 3 year parts only included for above detector. 2nd year POS agreement includes labor and travel for detector. All service agreements EXCLUDE the Tube & Glassware for the radiographic equipment. After year 3**

Triangle X-Ray will proposal annual service agreement to include parts and labor on all equipment including DR detector.

TXC Accident Protection Plan for DR:

\$3,000*/annually – required each year and must be purchased for 5 years total

EXTENDED WARRANTY AND ACCIDENT PROTECTION PROGRAM

DR Detector: “Drop Insurance Program”, Coverage and Plan Details:

- Drop Insurance is available “at time of Drive Bundle purchase”
- Drop Insurance is effective upon the date of the drop insurance purchase
- The customer may purchase a one (1) to five (5) year Drop Insurance plan
- Renewals must be ordered by 11th month of existing DRive “Drop Insurance Program”. If the customer fails to pay for the subsequent year(s) within 15 days before the beginning of each subsequent year, it can be construed as the cancellation of Drop Insurance for the rest of the year(s)
- Drop Insurance Program is “NON-Cancelable”, once product is purchased
- When ordering Drop Insurance, please indicate model name and serial number and the number of year(s) on the PO.
- Drop Insurance Program Coverage:
 - Damage to the panel caused by an accidental drop.
 - Any intentional malicious destruction of the detector is not covered by Drop Insurance.
 - If a detector is damaged by an accidental drop, the customer shall be entitled to replace such a damaged detector to be provided at \$5,000.00 per occurrence.
 - Replacement detectors will be fully refurbished and certified to meet original factory specifications
 - All damaged detectors must be returned within two (2) weeks, after replacing them by the new replacement detector. If the customer fails to return the damaged detector within two (2) weeks after replacement, the manufacturer has the right to charge the customer \$500 per day for such a delay until the damaged panel is finally returned.

WARRANTY: Triangle X-ray/Carestream will provide a twelve-month warranty on all NEW parts and labor.

INCLUDED ITEMS:

- ✓ Complete room drawings to include all mechanical, electrical, and plumbing requirements
- ✓ **Plan Review from ProPhysics to register system with the Radiation Division of North Carolina – if needed**
- ✓ Software provided and installed, with applications, on additional customer provided viewing stations

EXCLUDED ITEMS:

- ✓ Networking hardware, network connections for stations and servers, and high-speed internet services
- ✓ Room construction
- ✓ Freight charges and applicable taxes on all equipment listed above.

TERMS OF PAYMENT:

25% Due Upon Successful Site Visit
50% plus Freight Due after Installation
25% Due Upon Installation

ESTIMATED DELIVERY: 60 Days

FOB: Factory, Freight responsibility of the Customer

TRIANGLE X-RAY CO. TERMS OF SALE

In the event there are any objections; notify us immediately. Only the following conditions apply and shall be binding on the Seller regardless of any conditions contained in your inquiry or order. If the conditions stated herein are in any way unacceptable to you, please notify us at once, otherwise the following conditions will become the only conditions applicable to this transaction regardless of any conflicting terms or conditions contained in your inquiry and/or order.

1. **CONTRACT.** No order or quotation is binding on Seller and no contract is formed until Seller's written acceptance of the order on Seller's own form. Any special terms or conditions noted on the face of Seller's quotation on which this order is based is incorporated herein by reference and made a part hereof as though specifically set forth.

2. **DELIVERY.** Without prejudice to any of Buyer's other rights hereunder, title and risk of loss shall pass to Buyer on delivery of goods hereunder by Seller to carrier regardless of who bears the cost of freight. Seller shall not be liable for any delays in or failures of delivery due to acts of God or public authority, labor disturbances, accidents, fires, floods, extreme weather conditions, failure of and delays by carriers, shortages of material, delays of a supplier due to causes beyond its control, or any other cause beyond the control of the Seller. Seller shall notify Buyer of any such delay as soon as it becomes apparent. In no event shall Seller be liable for consequential or special damage arising out of a delay in or failure of delivery.

3. **WARRANTY.** Seller warrants to the Buyer that equipment is free from defects in material and workmanship as specified by manufacturer under normal operation conditions. This warranty shall apply only to the original purchaser and original location of delivery. Triangle X-Ray's liability under this warranty shall be limited to repairing or replacing a defective product. Triangle X-Ray may elect between repair or replacement. Seller warrants equipment will be acceptable for maintenance.

(b) Seller reserves the right to supply any parts or labor necessary to make equipment acceptable for a maintenance agreement.

(c) Seller also reserves the right to replace or have hardware returned for full credit including any deposit paid by Buyer. This warranty agreement does not include repair due to damage of the Equipment caused by misuse, abuse, fire or water damage or any kind of damage not involved with the normal use of this equipment. Also not included is repair of damage, alterations or an improper repair by a party unauthorized by Contractor. Triangle X-Ray is the sole determiner of what is/is not misuse and/or abuse.

Warranty also includes the following:

Standard 12 Month Labor & Parts Warranty. Any changes to standard Warranty will be stated above Signature Line & Proposal. This includes, but not limited to: new, used, and/or refurbished equipment.

Extended Warranty available upon request or noted above with specific equipment

Monday-Friday, 8am-5pm telephone technical support & on-site support is standard; excluding nights, weekends, and holidays. Any changes to standard Warranty will be stated above Signature Line & Proposal.

Phone Response Priority. Service Call is analyzed through a combination of help desk and remote support.

On-Site Response Priority. If trouble shooting remotely does not repair the issue, then the call is elevated to an on-site support/repair.

Repair includes Labor, Travel, & Parts

Shift Coverage Upgrade: *(Are available upon request)*

4. **TERMINATION, REDUCTION IN QUANTITY, RESCHEDULING DELIVERY.** In the event Buyer desires to terminate any part or all of the work to be done hereunder, reduce the quantity of goods ordered, or reschedule the delivery of any goods, fair compensation shall be made to Seller. Seller shall recover without duplication the contract price for articles which have been completed, the actual costs incurred by seller which are properly allocable or apportionable under recognized commercial accounting practices to terminated work (including the cost of discharging liabilities) plus a reasonable profit, the reasonable costs and expenses incurred by Seller in making settlement hereunder and in protecting property in which Buyer has no interest, and/or the increased costs incurred by Seller by reason of a revision in the delivery schedule. Any cancellation of the order by Buyer shall result in a minimum cancellation fee of 25% of the amount of the order cancelled, which amount shall be paid to the Seller.

5. **BUYER SPECIFIED SOURCES.** Where Buyer supplies parts and/or materials to be used in connection with the work to be performed and material to be furnished by the Seller, subcontract work of any kind is performed by Seller by a source specified or selected by Buyer, Buyer assumes, and Seller is correspondingly relieved from all responsibility where the merchandise supplied by Seller is other than as warranted and where the reason therefore is due to work performed by the source so specified or selected by Buyer or parts supplied by Buyer. Buyer further agrees that in such instances Buyer will defend, at no cost to Seller, every suit which shall be brought against Seller by reason of the defects in such parts supplied by Buyer or operations so sub-contracted at Buyer's request.

6. **TAXES.** All applicable sales and use taxes, payable by Buyer which are presently or may hereafter be imposed by any taxing authority, upon the manufacture, sale of delivery of products covered by this order, or any increase in rate of any such tax not in force, shall be added to the sale price; if not collected at time of payment of sale price, Buyer will hold Seller harmless.

7. **APPLICABLE LAW.** The parties agree that any action concerning, relating to, or involving this contract must be venued in Wake County, North Carolina and the parties hereby consent to the jurisdiction of the courts of such county. Failure at any time of Seller to enforce any provision of this contract, or to exercise any option hereunder, or to require performance by Buyer of any provision hereof, shall in no way be construed as a waiver nor in any way affect the right of Seller to thereafter enforce each and every provision. A waiver by Seller or any term or condition hereof shall not be deemed a waiver of any other term or condition hereof nor a future waiver thereof.

8. **BUYERS SPECIFICATIONS/INDEMNIFICATION.** If Buyer has provided the specifications for the items sold hereunder, or if Buyer has requested special materials, or if Buyer has requested field modifications, then Buyer, promises to hold Seller, its officers, employees and agents harmless in respect to any and all claims, damages, both direct and consequential, expenses, costs, and any liability arising from the use of or relating to the items as the result of such specifications, special materials and/or field modifications.

9. IDEMNIFICATION PROVISION. The Buyer agrees to:

(A) Defend, indemnify and hold harmless Triangle X-Ray, Inc., its officers, directors, agents and employees from and against any and all claims, demands, actions and causes of action which are hereafter made or brought against Triangle X-Ray, its officers, directors, agents and/or employees by any person firm, corporation or association for the recovery of damages for injury, illness, and/or death of any person which is caused or alleged to have been caused by the possession, handling, use or consumption of an article(s).

(B) Defend, indemnify and hold harmless Triangle X-Ray, its officers, directors, agents and employees from and against any and all costs, reasonable attorney fees, and expenses, (including all reasonable expenses involved in a product recall) incurred by or on behalf of Triangle X-Ray, its officers, directors, agents and/or employees in connection with the above, and Triangle X-Ray, its officers, directors, agents and/or employees may participate with the Buyer in the defense of such action.

10. EXCLUDED ITEMS. The Customer is responsible for all Electrical, Plumbing and Structural work including Labor and Materials required to prepare site for Equipment Installation and/or cabling additional network infrastructure including but not limited to IT connections, routers, bridges and Ethernet hub and drops in order to properly install, operate and maintain the equipment. Also excluded are the radiation planning, shielding and post installation inspection. (Also known as physicist plan review and radiation survey)

All applicable taxes and freight charges on equipment listed above.

11. ADDITIONAL. If equipment included in, or a part of this proposal is to be connected to a new or existing network, Information System, or modality such as CR, DR, CT, and MRI that are not included in the proposal, Triangle X-Ray Company will need access to all data in reference to Information Systems, Practice Management Systems, Hospital Information Systems, or any other Information System that will be providing data or networking capability for transferring data or images throughout the customer's internal, external, or connected networks and systems. Implementation of data flow or specific data such as IP address, AE titles, Information System data, and any other applicable data information required for implementation will be provided to Triangle X-ray Company as needed and without delay. Any costs required by other vendors for this information, interface, or data transfer will be the sole responsibility of the customer. Triangle X-ray Company is not responsible for the operation of new or existing networks, establishing connections or interfacing to new or existing networks. Triangle X-ray Company can assist if necessary with interfacing to a new or existing network, data system or modality, but the customer will be charged our normal hourly rate for time and materials required.

CUSTOMER'S AUTHORIZED SIGNATURE DATE

TITLE PO#

Customer Representative Signature above constitutes a final agreement and customer agrees to the "Terms and Conditions" stated above.

RON SHAW
TRIANGLE X-RAY COMPANY AUTHORIZED SIGNATURE DATE

IF ACCEPTED PLEASE RETURN A SIGNED COPY OF THIS QUOTATION WITH A COPY OF YOUR SIGNED QUOTATION AND PURCHASE ORDER TO: TRIANGLE X-RAY BY MAIL OR FAX TO 919-872-3986
IF THIS EQUIPMENT IS FOR RESALE, PLEASE INCLUDE END CUSTOMER INFORMATION.

US/ECHO



Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Laura Herndon - (770) 329-5470

Customer Number: 0000045963

Date: 1/12/2018

VIDANT HEALTH
2100 STANTONSBURG RD
GREENVILLE, NC 27834-2818

Siemens Medical Solutions USA, Inc. is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

<u>Table of Contents</u>	<u>Page</u>
Refurbished ACUSON S2000 ultrasound system (Quote Nr. 1-MIRNT1 Rev. 0)	3
General Terms and Conditions	8
Warranty Information	16

Contract Total: \$70,000
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 2/26/2018

Estimated Delivery Date: 02/2018

Estimated delivery date is subject to change based upon factory lead times, acceptance date of this quote, customer site readiness, and other factors. A Siemens representative will contact you regarding the final delivery date.

This offer is only valid if a firm, non-contingent order is placed with Siemens and a signed POS contract must accompany the equipment order.

Ship to Address:
Wilson Healthplex
3724 Raleigh Road Parkway West
Wilson NC, 27896

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.

By (sign): _____
 Name: Laura Herndon
 Title: Product Sales Executive
 Date: _____

VIDANT HEALTH

By (sign): _____
 Name: _____
 Title: _____
 Date: _____

By signing below, signor certifies that no modifications or additions have been made to the Quotation. Any such modifications or additions will be void.



Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Laura Herndon - (770) 329-5470

By (sign): _____

Siemens Medical Solutions USA, Inc.
 40 Liberty Boulevard, Malvern, PA 19355
 Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
 Laura Herndon - (770) 329-5470

Quote Nr: 1-MIRNT1 Rev. 0

Terms of Payment: 00% Down, 100% Delivery, 00% Installation
 Free On Board: Shipping Point

Purchasing Agreement: VIZIENT SUPPLY LLC

VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr 1-MIRNT1

Refurbished ACUSON S2000 ultrasound system

All items listed below are included for this system:

Qty	Part No.	Item Description
1	11289816	<p>S2000, REFURB BASE CONFIG</p> <p>ACUSON S2000 HELX Evolution With Touch Control system provides premium performance and workflow efficiency to meet the challenges of today and into the future.</p> <p>Premium Ultrasound System</p> <ul style="list-style-type: none"> - Large 21-inch high definition LCD display for easy viewing - 12.1-inch rapid response touch - Floating control panel - 2 Quick access USB ports - Laser optical trackball - Quiet running (43-45 dBA) - Ergonomic Micro-Pinless connector ports - 4 wheel swivel and central lock break - Slip resistant back cover - Ambient, context sensitive lighting - Integrated storage shelf - Integrated foot rest - Pull-out keyboard - Integrated gel warmer - Quick start and standby mode - Integrated Wireless Connectivity <p>System Architecture <i>Italics not allowed per price book guidelines. Change throughout)</i></p> <ul style="list-style-type: none"> - 2 Tbyte hard drive - 192 channels - 1GB Graphics card - Advanced SieClear Spatial compounding - DTCE (Dynamic Tissue Contrast Enhancement) speckle reduction - eSieImage multiparametric real-time image optimization <p>System Features</p> <ul style="list-style-type: none"> - eSieScan workflow Protocol

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Qty	Part No.	Item Description
		<ul style="list-style-type: none"> - Clarify vascular enhancement technology - CTI (Custom Tissue Imaging) - TEQ ultrasound technology image optimization - DTEQ Doppler optimization - 3-Scape real-time 3D imaging 360 Reporting Software - SieScape panoramic imaging - Color SieScape panoramic imaging - Nuance PowerScribe(r) - DICOM structured reporting - Retrospective and prospective clip capture - Integrated DVD/CD burning capability (DICOM, JPEG and avi)
		System Security
		<ul style="list-style-type: none"> - McAfee(r) embedded security solution
1	11286985	<p>S2000 VE10x SW</p> <p>The ACUSON S2000(tm) ultrasound system, HELX(tm) Evolution with Touch Control software license provides a range of performance improvements including imaging improvements to the 6C1HD and 18L6HD transducers.</p>
1	11287049	<p>S2000 VE10x Oper Sys, Eng</p> <p>This configuration option includes the software operating system supporting Windows(r) 7 for English-speaking customers.</p>
1	11287052	<p>S2000 VE10x English Keyboard</p> <p>The ACUSON S2000(tm) ultrasound system, HELX(tm) Evolution with Touch Control keyboard option provides access to a pull-out tactile QWERTY keyboard supported for various languages.</p>
1	10041486	115V Power Supply
1	10041489	S2000 NTSC Video Interface
1	11288660	<p>S-FAMILY, CARDIAC BUNDLE</p> <p>The Cardiac Bundle includes:</p> <ul style="list-style-type: none"> * Stress Echo Application * Cardiac Application Module * syngo Auto Left Heart Technology
1	10854218	<p>S2000 Wireless Connectivity</p> <p>Includes the hardware and software needed to enable wireless capabilities on the ACUSON S2000 ultrasound system. This option is only being offered to qualifying sites that meet certain network specifications. At the time of release, the wireless connectivity feature will support only the following specifications:</p> <ul style="list-style-type: none"> - WLAN types and speeds: WLAN Type: Broadcasting or Non-broadcasting, WLAN Speed: 802.11b/g, 802.11g, 802.11b, 802.11a and 802.11n - Authentication Protocols: Open Shared, WPA, WPA-PSK, WPA2, WPA2-PSK - Data Encryption Types: WEP, TKIP, AES or None - Extensible Authentication Protocols (EAP): EAP-PEAP-MSCHAPV2(PEAPv0) if used at the site To ensure functionality please certify that the site meets the above specifications.
1	10854033	<p>6C1 HD Transducer, S2000</p> <p>The 6C1 HD high-density array will enhance the ACUSON S2000(tm) ultrasound system capabilities. It provides fundamental imaging capabilities such as B-mode, color and PW Doppler, Color Doppler Energy capabilities (CDE), Tissue Harmonic Imaging (THI), and TEQ(tm) ultrasound technology. It also supports advanced technologies such as Advanced SieClear(tm) spatial compounding and Dynamic TCE(tm) tissue contrast enhancement technology.</p> <p>The transducer technology and design support a frequency range of 6 MHz to 1 MHz. Both fundamental and harmonic frequencies are supported.</p>

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Qty	Part No.	Item Description
		Maximum imaging depth is 30 cm.
1	11147413	18L6 HD Transducer (MP), S2000 The 18L6 HD (high density) is a large-format, 50 mm, linear transducer with a 6 to 18 MHz bandwidth. The 18L6 HD utilizes Hanafy lens transducer technology, providing an industry-leading high density 100 micron pitch for unrivaled contrast and spatial resolution. Additionally, ACUSON(tm) patented micro-pinless (MP) connector technology and wideband MultiHertz(tm) multiple frequency imaging set the standard for high frequency imaging. The transducer is built with patented Elastogrip(tm) ergonomic grip coating for unrivaled grip comfort and repetitive stress reduction. A specially designed SuppleFlex(tm) transducer cable is lightweight to reduce operator fatigue. eSieTouch(tm) elasticity imaging is supported on the 18L6 HD.
1	10041588	9L4 Transducer (MP), S2000 The 9L4 transducer utilizes the ACUSON(tm) patented micro-pinless (MP) connector and is based on Multi-D(tm) matrix array transducer technology and exceptional spatial resolution throughout the field of view. This multi-row array transducer is contained in ergonomically designed microCase(tm) transducer miniaturization technology. This transducer technology, with its improved beam profile, creates unsurpassed image detail, clarity, and uniformity. Wideband MultiHertz(tm) multiple frequency imaging provides multiple transmission frequencies. Integrated microelectronics contained in an ergonomically designed microCase transducer and combined with a revolutionary SuppleFlex(tm) transducer cable provide a lightweight design to reduce operator fatigue.
1	10854250	MC9-4 Transducer S2000 The MC9-4 transducer provides essential functionality for the Gynecological ultrasound exam, with superior image quality and penetration. Extremely lightweight and thin, the transducer is ergonomic for the user and comfortable for the patient. The MC9-4 utilizes a patented ACUSON(tm) micro-pinless transducer connector.
1	11289806	S2000, TRNSDCR, 4V1C, MP
1	10041655	CW2 Transducer, S2000 The CW2 Doppler pencil is a continuous wave Doppler transducer using 2.0 MHz frequency. Special T-handle design and angle elements allow for optimal scanning position. The 2MHz CW transducer provides continuous wave Doppler for high-velocity jets in cardiac exams.
1	10041535	ECG Leads, USA Type, S2000 Set contains connector cable and 3-lead ECG cable (white/red/black markings).
1	10041534	ECG Electrode Disp 50Pc., S2000 ECG electrodes, disposable, 50 pcs. General-purpose electrodes for adults. Pre-gelled. Not for ambulatory use.
1	10436850	S2000 SE Aux Cable Kit
1	11287035	S Family Op Instr,CD, VE10x
1	11151343	Reworked TS Cardiac Base Sys, S2000
1	USD_INITIAL_16	Initial onsite training 16 hrs-FMV \$4100 Up to (16) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	SY_PR_TEAM PLAY	teamply Welcome & Registration Package teamply is a cloud-based network that brings together your imaging modality users, the systems' dose and utilization data, and the users' expertise to help you improve the delivery of care to your patients. Basic features are provided free of charge. Premium features (benchmarking, non-Siemens devices) are provided on a trial basis for three months at no charge, and may be used thereafter on a subscription fee basis. To register: http://teamply.siemens.com/#/institutionRegistration/1

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Qty	Part No.	Item Description
1	US_PR_POS_ SERV_5K	POS Service S Class Promotion - \$5000 The Service POS Promotion is contingent upon the simultaneous receipt by Siemens of a binding purchase order for the ultrasound system and an executed minimum term of three (3) years POS Service contract. The POS Service contract will commence upon the expiration of the Product warranty under Section 10 of the attached terms and conditions.
1	US_PR_M2_R SS2000	RS S2000 GI and Card Promo
1	US_EXT_WAR _RS2	RS S2 TC 1 YR EW Rad/SS Promo
1	US_EXT_WAR _RS2_OFF	RS S2 TC 1 YR EW Rad/SS Promo Offset

System Total: \$70,000

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FINANCING: The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

ACCESSORIES: Don't forget to ask us about our line of OEM imaging accessories to complete your purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessories catalog, please call us directly at 1-888-222-9944 or contact your local Sales Representative.

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our Helpdesk "Tell us" function at www.siemens.com/tell-us.

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.2 Refurbished/Used Products. For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee (excluding the Medical Device Excise Tax as set forth in Section 4191 of the Internal Revenue Code of 1986, as amended) required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial

shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.

4.5 Default; Termination. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser.

Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and (f) Seller shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

4.6 Financing. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser agrees that Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export Control and US Sanction laws and regulations. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this Section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued

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by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).

6.2 Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, the following shall apply:

(a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery.

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

7.1 Purchaser grants to Seller a security interest in the Products until payment in full by Purchaser. Purchaser shall sign any financing statements or other documents necessary to perfect Seller's security interests in the Products. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement.

8.2 Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.

8.3 Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this

Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.

10.5 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.

10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

10.7 In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS

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AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser's expense.

12.4 Regulatory Reporting. In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.

12.5 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the

Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser.

14.2 For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto.

14.3 Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ASSIGNMENT

15.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

16. COSTS AND FEES

16.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

17. MODIFICATION

17.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles.

18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

19. COST REPORTING

19.1 Purchaser agrees that it must fully and accurately report prices paid under this Agreement, net of all discounts, as required by applicable law and contract, including without limitation 42 CFR §1001.952(h), in all applicable Medicare, Medicaid and state agency cost reports. Purchaser shall retain a copy of this Agreement and all other communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected and shall not apply to the transactions contemplated under this Agreement.

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21. SEVERABILITY; HEADINGS

21.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and have no substantive effect.

22. WAIVER

22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES

23.1 Any notice or other communication under this Agreement shall be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof.

24. RIGHTS CUMULATIVE

24.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in any way limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

25. END USER CERTIFICATION

25.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).

26. ACCESS TO BOOKS AND RECORDS

26.1 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of Health

and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of any costs incurred by Purchaser for such Products and services. If Seller carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

27. DISPOSITION OF PRODUCTS

27.1 Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser's notice, Purchaser shall provide Seller with a copy of the third party's binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products.

05/15 Rev.

Software License Schedule to the Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. DEFINITIONS: The following definitions apply to this Schedule:
"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"Licensor" shall mean Siemens Medical Solutions USA, Inc.
"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than

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4. PROPRIETARY PROTECTION AND CONFIDENTIALITY: Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor or its suppliers at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.
5. UPDATES AND REVISIONS: During the warranty period or under a separate service contract or software update subscription, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor. Software updates that provide new features or capabilities or that require hardware changes will be offered to Licensee at purchase prices established by Licensor. Licensor retains the sole right to determine whether an update represents an enhancement of a previously purchased capability or a new capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.
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8. WARRANTIES: Licensor warrants that for the warranty period provided by Licensor under the attached Terms and Conditions of Sale, if any, the Software shall conform in all material respects to Licensor's published specifications as contained in the applicable supporting Documentation. This paragraph replaces Paragraphs 10.1 and 10.4 of any such Terms and Conditions of Sale with respect to the Software and Documentation. Such Documentation may be updated by Licensor from time to time and such updates may constitute a change in specification. Licensee acknowledges that the Software is of such complexity that it may have inherent or latent defects. As Licensee's sole remedy under the warranty, Licensor will provide services, during the warranty period, to correct documented Software errors which Licensor's analysis indicates are caused by a defect in the unmodified version of the Software as provided by Licensor. Licensor does not warrant that the Software will meet Licensee's requirements, or will operate in combinations which may be selected for use by Licensee, or that the operation of the Software will be uninterrupted or error free. Licensee is responsible for determining the appropriate use of and establishing the limitations of the Software and its associated Documentation as well as the results obtained by use thereof.

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10. MISCELLANEOUS: Since the unauthorized use of the Software and/or Documentation may leave Licensor without an adequate remedy at law, Licensee agrees that injunctive or other equitable relief will be appropriate to restrain such use, threatened or actual. Licensee further agrees that to the extent applicable, (i) any of Licensor's suppliers of Software and/or Documentation is a direct and intended beneficiary of this Schedule and may enforce it directly against Licensee with respect to the Software and/or Documentation provided by such supplier, and that (ii) **NO SUPPLIER OF LICENSOR SHALL BE LIABLE FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES ARISING OUT OF ANY SUBLICENSE OF THE SOFTWARE AND/OR DOCUMENTATION. THIS LIMITATION ON LIABILITY SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

11. ADDITIONAL PROVISIONS RELATING TO THIRD-PARTY SOFTWARE: If the Software includes software licensed by Licensor from third parties, the following additional provisions shall apply:

(a) If Software is provided by Licensor on separate media and labeled "Recovery Media," Licensee may use the Recovery Media solely to restore or reinstall the Software and/or Documentation originally installed on the Designated Unit.

(b) Licensee is licensed to use the Software to provide only the limited functionality (specific tasks or processes) for which the Designated Unit has been designed and marketed by Licensor. This license specifically prohibits any other use of the software programs or functions, or inclusion of additional software programs or functions that do not directly support the limited functionality, on the Designated Unit. If Licensee uses the Designated Unit to access or utilize the services or functionality of Microsoft Windows Server products (such as Microsoft Windows NT Server 4.0 (all editions) or Microsoft Windows 2000 Server (all editions)), or uses the Designated Unit to permit workstation or computing devices to access or utilize the services or functionality of Microsoft Windows Server products, Licensee may be required to obtain a Client Access License for the Designated Unit and/or each such workstation or computing device. Licensee should refer to the end user license agreement for its Microsoft Windows Server product for additional information.

(c) The Software may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated Licensor's supplier to make this disclaimer.

(d) The Software may permit Licensor, its supplier(s), or their respective affiliates to provide or make available to Licensee Software updates, supplements, add-on components, or Internet-based services components of the Software after the date Licensee obtains its initial copy of the Software ("Supplemental Components").

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- If a supplier of Licensor or affiliates of such a supplier make available Supplemental Components, and no other end-user software licensing agreement terms are provided, then the terms of this Schedule shall apply, except that the supplier or affiliate entity providing the Supplemental Component(s) shall be the licensor of the Supplemental Component(s). Licensor, its supplier(s), and their respective affiliates reserve the right to discontinue any Internet-based services provided to Licensee or made available to Licensee through the use of the Software.

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(f) Licensee acknowledges that portions of the Software are of U.S. origin. Licensee agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as applicable end-user, end-use and destination



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TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE-IN. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS ON THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

This Quotation includes the trade-in equipment described herein and referenced by either the Project Number identified in the Quotation hereof (non-ultrasound) or the Trade Allowance Part Number (Ultrasound) as further described in the associated Trade Sheet which is incorporated herein by reference. Purchaser certifies that the description of the trade-in equipment as set forth on the Trade Sheet is a true and accurate representation of the equipment, and that the equipment is in good working condition unless otherwise noted on the Trade Sheet.

The trade-in equipment must be made available for removal no later than turnover of the new equipment. Purchaser must vacate the room of all items not listed on the Trade Sheet, or otherwise clearly identify all items listed on the Trade Sheet, prior to the start of the de-installation. If this is not done, Seller will have no liability for items which are subsequently removed or scrapped. If the de-installation or return of the trade-in equipment is delayed by Purchaser for reasons other than a force majeure event, or if upon inspection by Seller it is determined that the equipment does not meet the manufacturer's operating specifications, or if any items listed as included on the Trade Sheet are not made available at the time of de-installation, then trade-in value will be re-evaluated and any loss in value or additional costs incurred by Seller shall be deducted from the established trade-in value and the pricing set forth on this Quotation will be adjusted by change order. In the event that access to the non-ultrasound trade-in equipment is denied past 14 days from turnover, or access to ultrasound trade-in equipment is denied past 30 days from turnover, then Purchaser shall pay to Seller a rental fee in the amount 3.5% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this quotation (no less than \$1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (iv) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment. Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser.

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Ultrasound (US) Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	Period of Warranty ^{1 2}	Coverage
New US Systems ^{3,4}	12 months	Full Warranty (parts & labor excluding consumables)
ACUSON P500 ⁴	12 months Months 13 through 60	Full Warranty (parts & labor excluding consumables) Limited to 1 tier transducer per year
ACUSON P300 ⁴	24 months	Full Warranty (parts & labor excluding consumables)
Refurbished US Systems ³	12 months	Full Warranty (parts & labor excluding consumables)

The parts warranty below only applies to purchased parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty.

Transducers sold with New US Systems	12 months	Wear and Failure only (damage not included)
Transducers sold with ACUSON Freestyle	24 months	Wear and Failure only (damage not included)
TEE probes sold with New US Systems	12 months	Wear and Failure only (damage not included)
Ultrasound Upgrades (includes Transducers, TEE's, OEMs and Upgrade)	3 months	Full Warranty (parts & labor: wear and failure only on transducers & probes)
Consumables	Not covered	

Post-Warranty (after expiration of system warranty) – Replacement parts only!

Spare Parts	6 months	Parts only
Transducers	6 months	Parts only
TEE Probes	6 months	Parts only
Consumables	Not covered	

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

¹ Period of warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.

² While product shall be delivered FOB shipping point, seller will maintain risk of loss of purchaser's equipment during travel from the factory to the purchaser's destination, and shall be responsible for insuring the equipment during such transit.

³ Trade-in Warranty policy: **New and refurbished systems sold with trade-ins come with a 12 month warranty.** The warranty is reduced to 90 days if the same system is traded in (e.g. Sequoia to Sequoia trade-in for e.g.). System warranty applies to all transducers, probes and OEM's sold with the system.

⁴ The warranty terms on the following page apply to the ACUSON P300, P500 or Freestyle ultrasound systems included in the Quotation in lieu of paragraph 10 of Siemens Medical Solutions USA, Inc. General Terms and Conditions.

WARRANTY TERMS FOR ACUSON® P300, P500 AND FREESTYLE™ ULTRASOUND SYSTEMS

10. WARRANTY (Applicable to ACUSON P300, P500 and Freestyle ultrasound systems only)

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. The warranty period commencement date and duration for the Products shall be in accordance with the Ultrasound (US) Warranty Information attached hereto and incorporated herein by reference ("Product Warranty"). Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid in accordance with Seller's written instructions, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements. The parties expressly agree that any information derived from the remote access connection regarding the Purchaser and/or its utilization of the Products may be used by Seller provided that any patient information is de-identified and that Purchaser is not identified as the source of any such information.

10.5 Seller may provide Purchaser a comparable system ("Loaned System") while Seller attempts to repair the non-complying Product. Purchaser's use of the Loaned System commences upon receipt of the Loaned System and continues until receipt of the repaired or replaced Product (the "Loan Period"). The Loaned System must be returned to Seller within two (2) business days of receiving the repaired or replaced Product, and in accordance with the Seller's written instructions. The Loaned System shall be returned in the same condition as when delivered, ordinary wear and tear excepted. Title to the Loaned System shall at all times remain with Siemens, but Purchaser will be responsible for equipment that is lost, stolen, or damaged during the Loan Period. Purchaser is also responsible for any personal injuries or property damages caused by the negligent acts or omissions of Purchaser, its officers, directors, employees or agents. Purchaser agrees to use the Loaned System in accordance with all instructions and manuals, and to immediately report to Siemens any malfunction or defect in the Loaned System. If the Loaned System is not returned to Siemens as required by this Subsection 10.5, then Purchaser will be charged, and agrees to pay Seller, the Fair Market Value of the Loaned System. Purchaser's use of the Loaned System is subject to the same Equipment Terms and Conditions and Software License Schedule attached to this Quotation as apply to the original Products.

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Laura Herndon - (770) 329-5470

10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

10.7 The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty. In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail. 09/15

EEG



15353 Barranca Pkwy Irvine, CA 92618
Phone: (949) 580-1555 / (800) 325-0283, Fax (949) 580-1550

Quotation Date: 01/16/2018
Quotation #: 01890803
Valid for: 60 days

Bill To:
Vidant Medical Center
2100 Stantonsburg Rd
Greenville, NC 27834
(252) 816-4100

Prepared By: Brad Dotson
Salesperson: Brad Dotson
Email:
brad_dotson@nihonkohden.com
Phone: 910-612-7084
Terms: 80% Upon Delivery, 20% Net 30 days
Warranty: Capital Equipment as Stated
FOB: Destination
Ship: Approximately 60 Days ARO

Contract: NBG - Vizient Contract# CE2802

Neurology Pricing Summary	
Department	Total
EEG Portable	\$33,355.38
Review Station Software	\$2,008.50
IT Configuration	\$1,950.00
Total:	\$37,313.88

Note: EEG1200 system on height-adjustable GCX cart, JE921A amplifier with mini input box, Sony pan/tilt/zoom camera, photic flash lamp, and infrared illuminator. EEG review software for customer provided review PC. Onsite installation, configuration and training. IT configuration assistance for database and data storage. Customer to provide database and storage server.



15353 Barranca Pkwy Irvine, CA 92618
 Phone: (949) 580-1555 / (800) 325-0283, Fax (949) 580-1550

Quotation Date: 01/16/2018
 Quotation #: 01890803
 Valid for: 60 days

To:
 Vidant Medical Center
 2100 Stantonsburg Rd
 Greenville, NC ,27834
 (252) 816-4100

Contract: NBG - Vizient Contract# CE2802

QTY	MODEL	DESCRIPTION	LIST PRICE	DISCOUNT AMOUNT	EXT.PRICE
EEG Portable					
1	EEG-1200A-PR	E Neurofax EEG-1200A Premium Acquisition system. Includes PC (SFF) - Intel Core i7-4770 (8MB, 3.4GHz Quad Core), 8GB RAM, 500 GB Hard Drives RAID-1, DVD +/- RW, CD-R, Keyboard & Mouse, Gigabit Ethernet, Patient Isolation, includes EEG-1200 Acquisition and Review with NeuroWorkbench Data Management. Microsoft Windows® 7 Professional Operating System. (Specifications are subject to change)	\$13,490.00	\$2,967.80	\$10,522.20
1	LS-120AJ-S	E EEG-1200 Photic Stimulation Control Unit	\$1,442.00	\$317.24	\$1,124.76
1	LS-703A	E Photic Flash Lamp Assembly, EEG-1200, EEG-9000 only	\$412.00	\$90.64	\$321.36
1	A/FS-19-HR	E 20" Flat screen high resolution TFT monitor (1600 x 900)	\$1,019.00	\$224.18	\$794.82
1	A/ACS11	E Sound Bar for Dell 19" and 20" Monitors	\$103.00	\$22.66	\$80.34
1	A/0047-01	E VHRS EEG Cart w/ LCD Mount	\$2,110.00	\$464.20	\$1,645.80
1	NK-IMI-0047	E Mobile Cart installation Kit	\$128.00	\$28.16	\$99.84
1	NK-201A	E Sony IP Camera Mobile mount for NK-0047-01	\$479.00	\$105.38	\$373.62
1	JE-921A	E 32 channel PSG/EEG amplifier w/ 4 DC channel inputs. Internal SpO2 and EtCO2 capabilities (optional)	\$6,180.00	\$1,359.60	\$4,820.40
1	JE-922A	E Mini input box for JE-921A amplifier	\$1,620.00	\$356.40	\$1,263.60
1	A/EXPI940 2PT	E Two-port NIC card, for use in SFF and tower PCs	\$450.00	\$99.00	\$351.00
1	NK-MPEG4-SW	E Digital Video Software - MPEG4, includes USB Dongle. For use with Nihon Kohden approved SD and HD Network and analog cameras. The QI-120A video capture device must be added when used with NK approved analog cameras	\$3,910.00	\$860.20	\$3,049.80
1	NK-CAMERA-SD	E Sony SD Camera with PTZ (Pan, Tilt, Zoom), IP Streaming in Standard Definition. Requires Digital Video software supporting IP Streaming	\$2,580.00	\$567.60	\$2,012.40
1	NK-MICROPHO NE-3	E Microphone system, Ceiling or Surface Mount. Microphone power is provided from Sony Network camera	\$463.00	\$101.86	\$361.14
1	A/EX12LED	E Infrared Illuminator with 42 LEDs, includes wall mount	\$618.00	\$135.96	\$482.04
1	Z-401CE	S Elefix, Hard Tub (Qty. 3)	\$79.30	\$9.52	\$69.78
1	YZ-0019	S Skin Pure (Qty 10)	\$106.00	\$12.72	\$93.28
3	A/TPGOLD	S Electrode, Collodian Disc, Gold	\$105.00	\$12.60	\$277.20
1	#NK-Install	N Installation and Termination per unit up to 20 units	\$995.00	\$0.00	\$995.00
1	#NEU-INST-4DY1610	N Includes travel time, installation, configuration and training for single unit systems up to 4 days.	\$3,525.00	\$0.00	\$3,525.00
1	A/ABCE422 -11MED	E Hospital Grade UPS (Uninterruptable Power Supply) 420VA	\$1,400.00	\$308.00	\$1,092.00
NBG - Vizient Discount Percentage:			\$ 41,195	22%	
Supplies Discount Percentage:				12%	
Department Total:				\$33,355.38	



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QTY	MODEL	DESCRIPTION	LIST PRICE	DISCOUNT AMOUNT	EXT.PRICE	
Review Station Software						
1	NK-Review-Suite	E	Complete NK Review Suite, includes NeuroWorkbench Database, EEG-1200 Review, and NeuroReport. Single system license. Does not include SQL Server License	\$2,575.00	\$566.50	\$2,008.50
NBG - Vizient Discount Percentage:				22%		
Supplies Discount Percentage:				12%		
Department Total:				\$2,008.50		

QTY	MODEL	DESCRIPTION	LIST PRICE	DISCOUNT AMOUNT	EXT.PRICE	
IT Configuration						
1	#NK-ITCFG-REMOTE	N	Remote IT systems configuration. Includes software installation and configuration. Can be used to install NK software only on Citrix, Data, and/or SQL servers. Configuration of server hardware and Citrix Presentation Server itself is not included. Hospital/organization must provide remote access to all hardware with Workstation level Administrative rights. All hardware must be racked and Operating systems installed and patched. Includes up to 10 hours of remote support. Additional fees will apply is on-site installation is determined to be required	\$1,950.00	\$0.00	\$1,950.00
NBG - Vizient Discount Percentage:				22%		
Supplies Discount Percentage:				12%		
Department Total:				\$1,950.00		
Quote Total:					\$37,313.88	



15353 Barranca Pkwy Irvine, CA 92618
Phone: (949) 580-1555 / (800) 325-0283, Fax (949) 580-1550

Quotation Date: 01/16/2018
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Valid for: 60 days

NIHON KOHDEN AMERICA, INC.

**NEUROLOGY
TERMS AND CONDITIONS OF SALE**

THE SALE OF ANY PRODUCTS BY NIHON KOHDEN AMERICA, INC. ("SELLER") TO BUYER IS SUBJECT TO AND CONDITIONED UPON BUYERS ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN. ANY TERM, CONDITION AND/OR PROVISION (HEREINAFTER "TERMS") CONTAINED IN ANY REQUEST FOR QUOTATION, REQUEST FOR PROPOSAL, PURCHASE ORDER OR OTHER FORM OF BUYER, WHICH IS IN ANY WAY INCONSISTENT WITH OR IN ADDITION TO THESE TERMS, MAYBE REJECTED BY SELLER AND SHALL NOT BE BINDING UPON SELLER OR APPLICABLE TO ANY SALES MADE BY SELLER TO BUYER. BUYERS ORDERING OF ANY PRODUCTS FROM SELLER, PAYMENT OF ANY SUMS TO SELLER FOR PRODUCTS OR RETENTION OF ANY PRODUCTS DELIVERED BY SELLER SHALL BE CONCLUSIVELY DEEMED AS ACCEPTANCE OF THE TERMS HEREOF. SELLER'S FAILURE TO OBJECT TO ANY CONTRARY TERMS CONTAINED IN ANY COMMUNICATION FROM BUYER WILL NOT CONSTITUTE A WAIVER OF THE TERMS HEREOF

PRICES:

Upon Seller's acceptance of Buyer's Purchase Order, the prices set forth in such a Purchase order will be firm. Prices provided by the Seller to the Buyer are subject to change without notice at any time sixty (60) days or more after the date of quotation.

PAYMENT:

UNLESS SELLER OTHERWISE AGREES IN WRITING, EIGHTY PERCENT (80%) OF THE PURCHASE PRICE FOR ALL PRODUCTS COVERED BY ANY SUCH ORDER MUST BE PAID IN CASH "U.S. DOLLARS" UPON DELIVERY WITH THE REMAINING TWENTY PERCENT (20%) OF THE PURCHASE PRICE TO BE PAID IN CASH "U.S. DOLLARS" WITHIN THIRTY (30) DAYS OF DELIVERY. ALL CUSTOMER CREDIT CARD PAYMENTS ABOVE \$2,500.00 REQUIRE AN ADDITIONAL 2% "CONVENIENCE" FEE TO COVER NIHON KOHDEN'S SIGNIFICANT CREDIT CARD TRANSACTION FEES INCURRED.

DELIVERY:

The Products shall be delivered FOB Seller's Irvine, California facility with all shipping and insurance charges to be paid by Buyer. In the absence of specific instructions by the Buyer, Seller may choose the carrier, but shall not assume any liability, nor shall the carrier be construed to be an agent of Seller. Seller shall not be responsible for any carrier delays. Seller's liability for risk of loss shall terminate upon delivery of Products to the carrier. Seller shall not be liable for any damages or penalty for delay in delivery or failure to deliver, when such delay is due to the elements, acts of God, acts of Buyer, act of civil or military authority, priorities, fire or floods, epidemics or quarantine restrictions, riots, strikes, lockouts, differences with workmen, accidents to equipment or machinery or other delays beyond the reasonable control of Seller. If Buyer requires multiple deliveries, it shall specify the delivery schedule on the face of the purchase order and in no case shall the shipping schedule exceed one (1) year unless otherwise agreed. Where no delivery schedule is specified, Seller may deliver, and Buyer must accept delivery, within a reasonable time as per Seller's production schedule. If Buyer fails to fulfill the terms of payment or Seller has any doubts at any times as to Buyer's financial condition, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security. DELIVERY DATES ARE BEST ESTIMATES ONLY. SELLER WILL NOT BE RESPONSIBLE FOR ANY SHORT OR INCOMPLETE SHIPMENTS UNLESS SELLER RECEIVES WRITTEN NOTICE OF ANY SUCH SHORTAGES OR MISSING PRODUCTS WITHIN FOURTEEN (14) DAYS OF DELIVERY.

TAXES:

All invoices shall be increased by an amount equal to any sales, use, property, excise or other taxes now or assessed, levied or imposed by any public authority on the Products of their sale to Buyer, unless Buyer furnishes the Seller with a tax exemption certificate acceptable to the appropriate public authority. Buyer shall report and pay any and all such taxes, duties and other charges related thereto, and shall hold Seller harmless there from; provided that, if Seller, in its sole discretion, chooses to make any each payments. Buyer shall reimburse Seller in full upon demand. No consular fees for legalizing invoices, stamping bills of lading, or other documents required by the laws of any country or destination, are included in Seller's quotations or selling prices.



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Quotation Date: 01/16/2018
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Valid for: 60 days

WARRANTY:

Nihon Kohden warranty for neurology equipment is one (1) year on parts and depot repair. Supply items are warranted for 90 days from date of shipment. The products are warranted to be free from material defects in workmanship or material under normal use and service for the warranty period(s). Batteries, paper, power cables, electrodes, electronic media and other consumable items used by or with the Products, as well as Products subject to unusual physical or electrical stress or improper maintenance, are excluded from this warranty. This warranty does not cover Products which have been improperly used or used in an application other than that for which the Products were intended and do not cover Products which have been modified, disassembled, reinstalled, or repaired without Seller's approval, or which have been subjected to neglect, accidental damage due to accident, fire, water, vandalism or other casualty, improper installation or application, or on which the original identification marks have been removed. Seller's responsibility under the above warranty shall be limited to the repair or replacement, at the Seller's option, of any Product which fails during the warranty period, provided that Buyer promptly reported such failure to Seller in writing and Seller, upon inspection, found such Product to be defective. Buyer must obtain shipping instructions for the return of any Products under this warranty provision and compliance with such instructions shall be a condition of this warranty. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. WHETHER EXPRESSED OR IMPLIED, OR ARISING BY LAW, CUSTOM OR CONDUCT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY INCIDENTAL, PARTICULAR PURPOSE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS AND REMEDIES. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL SPECIAL OR INDIRECT DAMAGES.

BUYER'S REMEDIES:

If Seller breaches any provision hereof, Seller's liability shall not in any event exceed the total price specified herein, less the purchase price for any Products delivered and accepted hereunder. IN NO EVENT SHALL SELLER BE LIABLE TO ANYONE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR (1) BREACH OF ANY OF THE PROVISIONS HEREOF, INCLUDING, WITHOUT LIMITATION, PROVISIONS REGARDING WARRANTIES, GUARANTEES, AND/OR INDEMNITIES; OR (2) ANY CLAIMS BY BUYER CONCERNING THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR DAMAGES ATTRIBUTABLE TO DELAYS IN REPAIRING PRODUCTS, THE COSTS OF REMOVAL AND REINSTALLATION OF PRODUCTS, LOSS OF GOODWILL, LOSS OF PROFITS AND/OR LOSS OF USE.

APPLICABLE LAW AND JURISDICTION:

The Agreement set forth, herein shall be construed under and governed by the laws of the State of California. All disputes hereunder between Seller and Buyer, which are not otherwise resolved, shall be resolved in a court of competent jurisdiction for the County of Orange, State of California. At the sole discretion of Seller, any such action may be heard in another place which Seller may designate. Buyer hereby consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. No action arising out of, or in any way connected with this document, the Products sold hereunder, or any services rendered by Seller may be brought by Buyer more than one (1) year after the cause of action has first accrued. If any of the terms or conditions hereof are held void or unenforceable, such terms or conditions will be treated as severable, leaving the remainder of the terms and conditions valid and enforceable.

CHANGES IN SPECIFICATIONS:

No changes in any Products or the quantity of Products ordered will be made unless and until Seller has consented in writing to such changes and adjusted or reconfirmed prices previously quoted or agreed upon.

ATTORNEY'S FEES:

In the event of any dispute or litigation arising hereunder, the prevailing party will be entitled to collect reasonable attorney's fees and court costs.

AUTHORITY OF SELLERS AGENTS:

No sales agent, distributor or representative of Seller has any authority to bind the Seller to any affirmation, representation, or warranty concerning any Product or the sale of any Products to Buyer, Unless an affirmation, representation or warranty is specifically agreed to in writing by the Seller, it does not form part of the basis of any agreement between Buyer and Seller and shall not be enforceable.

ADVANCE SHIPMENTS:

Any Products that are sold to Buyer hereunder may, at the option of the Seller, be shipped to Buyer in advance of the delivery dates specified in Buyer's Purchase Order, unless the Buyer has specified a "not earlier than" shipment date in the purchase order.



15353 Barranca Pkwy Irvine, CA 92618
Phone: (949) 580-1555 / (800) 325-0283, Fax (949) 580-1550

Quotation Date: 01/16/2018
Quotation #: 01890803
Valid for: 60 days

STANDARD FORMS:

BUYER SHALL BE FREE TO USE ITS STANDARD FORMS FOR CONVENIENCE AND RECORD KEEPING PURPOSES ONLY. IT IS EXPRESSLY AGREED THAT ANY TERMS OR CONDITIONS SET FORTH IN SUCH STANDARD FORMS WHICH ARE DIFFERENT FROM OR IN CONFLICT WITH THE TERMS HEREOF, SHALL BE OF NO FORCE OR EFFECT. THE AGREEMENT OF SELLER TO SELL PRODUCTS TO BUYER IS EXPRESSLY CONDITIONED UPON THE AGREEMENT OF BUYER TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

ALL ORDERS SUBJECT TO ACCEPTANCE:

All orders, including those based upon Seller's quotation, are subject to acceptance by Seller in its sole and absolute discretion. In deciding whether to accept an order, Seller will consider the creditworthiness of the potential customer. Orders shall be deemed accepted by the Seller upon issuance by the Seller of a confirming acknowledgment or by shipment.

DAMAGES:

BUYER UNDERSTANDS THAT UPON SELLER'S ACCEPTANCE OF BUYER'S ORDER, SELLER WILL INCUR SUBSTANTIAL EXPENSES AND SUFFER SIGNIFICANT LOSSES IN THE EVENT THE BUYER SUBSEQUENTLY BREACHES ITS AGREEMENT TO PURCHASE THE PRODUCTS. IN THE EVENT OF ANY DEFAULT BY BUYER, BUYER WILL BE LIABLE AND RESPONSIBLE FOR ALL DAMAGES SUFFERED BY SELLER AND WILL INDEMNIFY SELLER AGAINST AND BE RESPONSIBLE FOR ALL OF SELLER'S OBLIGATIONS TO ANY THIRD PARTIES SUPPLYING THE PRODUCTS, COMPONENTS OR SERVICES THEREOF.

INTEREST AND COLLECTIONS COSTS:

Any amount not paid by Buyer when due will bear interest at the lesser of one and half percent (1.5%) per month or the maximum rate permitted by applicable law.

COMPLIANCE WITH LAW:

Notwithstanding any provisions to the contrary contained in this or any other form used by Buyer or Seller, Seller shall have no obligation to sell any Products to Buyer unless and until all governmental regulations concerning such sale have been complied with and all necessary governmental permits and authorizations have been obtained.

CANCELLATIONS OR RETURNS:

Orders cannot be canceled and Products cannot be returned without agreement of the Seller. In the event Products are returned or orders are cancelled, Seller may, at its discretion, charge a restocking and/or cancellation charge equivalent to twenty percent (25%) of the purchase price of such Products.

FOREIGN RESALE PROHIBITED:

Buyer represents that it is purchasing the Products for its own use or resale within the country to which the Products are to be shipped and agrees that it will not sell any Products outside such country or to any party who has made known its intent to resell the Products outside such country.

DELIVERY/INSTALLATION RE-SCHEDULING.

Buyer understands that upon Seller's acceptance of Buyer's order (including in the event Buyer and Seller agree to shipment date pursuant to a "go-no go" telephone call), Seller will incur substantial expenses and suffer significant losses in the event the Buyer subsequently re-schedules the order or installation. In the event of any such re-scheduling by Buyer, Buyer will reimburse Seller for all reasonable costs due to such cancellation or rescheduling.



NIHON KOHDEN

15353 Barranca Pkwy Irvine, CA 92618
Phone: (949) 580-1555 / (800) 325-0283, Fax (949) 580-1550

Quotation Date: 01/16/2018
Quotation #: 01890803
Valid for: 60 days

ACCEPTANCE:

By: _____
(Please Type or Print)

(Signature of Purchaser)

(Address)

Date: _____ P.O. # _____

EMG



15353 Barranca Pkwy Irvine, CA 92618
Phone: (949) 580-1555 / (800) 325-0283, Fax (949) 580-1550

Quotation Date: 01/17/2018
Quotation #: 02180572
Valid for: 60 days

Bill To: Zachary Pro
Vidant Medical Center
2100 Stantonsburg Rd
Greenville, NC 27834
252-847-4100

Prepared By: Eric Pepper
Salesperson: Eric Pepper
Email: eric_pepper@nihonkohden.com
Phone:
Terms: 80% Upon Delivery, 20% Net 30 days
Warranty: Capital Equipment as Stated
FOB: Destination
Ship: Approximately 60 Days ARO

Contract: NBG - Vizient Contract# CE2802

Neurology Pricing Summary	
Department	Total
1, laptop based 4 ch MEB system with optional clinical evoked potential supplies	\$19,583.26
Total:	\$19,583.26

Note: Preliminary quote for a laptop based NCS and EMG system on a cart. Optional items include supplies for clinical evoked potentials (VEP monitor and ABR headphones), temperature recording cable and probes, and a printer (electronic PDF reports included). Please contact Eric Pepper at 317-646-0974 or at eric_pepper@nihonkohden.com with any questions.



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 Phone: (949) 580-1555 / (800) 325-0283, Fax (949) 580-1550

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 Valid for: 60 days

To: Zachary Pro
 Vidant Medical Center
 2100 Stantonsburg Rd
 Greenville, NC ,27834
 252-847-4100

Contract: NBG - Vizient Contract# CE2802

QTY	MODEL		DESCRIPTION	LIST PRICE	DISCOUNT AMOUNT	EXT.PRICE
			<u>1, laptop based 4 ch MEB system with optional clinical evoked potential supplies</u>			
1	MEB-9400A-S	E	Evoked Potential and EMG/NCV System Includes the Following: Testing Types: EMG, NCV, ABR, SEP, and VEP. Motor/Sensory/F-Wave/H-RFlex Studies. Blink Reflex-Quantitative EMG-Autonomic Testing-Single Fiber Testing. EMG Playback Store time up to 10 min. EMG 2 -Extensive EMG program Customizable Quick Report. NeuroWorkbenchTM. Main Unit, Handheld stimulator, Foot Switch and Electrode Kit DELL Notebook PC.) - Intel® i5-3210M, 2.5 GHz, 4GB Ram, 500 GB Hard Drive Gigabit onboard Ethernet port Microsoft Windows 7 OS. Technical Support 24/7 Extensive Software Tutorial and Operator's Manual on System. PowerVar 1.5 Amp.	\$11,430.00	\$2,514.60	\$8,915.40
1	JB-944BK-MB	E	4 Channel input box for MEB-9400	\$8,550.00	\$1,881.00	\$6,669.00
1	KH-001A-MB	E	Input Box Arm for JB-942BK/JB-944BK	\$257.00	\$56.54	\$200.46
1	KD-019A	E	Cart for Laptop Instrument	\$1,030.00	\$226.60	\$803.40
1	#NEU-INST-3DY1610	N	Includes travel time, installation, configuration and training for single unit systems up to 3 days.	\$2,995.00	\$0.00	\$2,995.00
				Quote Total:		\$19,583.26

Optional Items

1	NK-IOMEMG-PRINTER	E	Bubble Jet Printer	\$206.00	\$45.32	\$160.68
1	A/YSI400	S	12' Temp adapter YSI-400 interface	\$50.00	\$6.00	\$44.00
1	A/Dist30	S	Disposable Temperature probes 30 per case	\$155.00	\$18.60	\$136.40
1	DR-531B-14	E	Headphones	\$515.00	\$113.30	\$401.70
1	VD-403B	E	17" LCD VEP Monitor	\$1,750.00	\$385.00	\$1,365.00
				NBG - Vizient Discount Percentage:	22%	
				Department Total:		\$19,583.26



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NIHON KOHDEN AMERICA, INC.

**NEUROLOGY
TERMS AND CONDITIONS OF SALE**

THE SALE OF ANY PRODUCTS BY NIHON KOHDEN AMERICA, INC. ("SELLER") TO BUYER IS SUBJECT TO AND CONDITIONED UPON BUYERS ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN. ANY TERM, CONDITION AND/OR PROVISION (HEREINAFTER "TERMS") CONTAINED IN ANY REQUEST FOR QUOTATION, REQUEST FOR PROPOSAL, PURCHASE ORDER OR OTHER FORM OF BUYER, WHICH IS IN ANY WAY INCONSISTENT WITH OR IN ADDITION TO THESE TERMS, MAYBE REJECTED BY SELLER AND SHALL NOT BE BINDING UPON SELLER OR APPLICABLE TO ANY SALES MADE BY SELLER TO BUYER. BUYERS ORDERING OF ANY PRODUCTS FROM SELLER, PAYMENT OF ANY SUMS TO SELLER FOR PRODUCTS OR RETENTION OF ANY PRODUCTS DELIVERED BY SELLER SHALL BE CONCLUSIVELY DEEMED AS ACCEPTANCE OF THE TERMS HEREOF. SELLER'S FAILURE TO OBJECT TO ANY CONTRARY TERMS CONTAINED IN ANY COMMUNICATION FROM BUYER WILL NOT CONSTITUTE A WAIVER OF THE TERMS HEREOF

PRICES:

Upon Seller's acceptance of Buyer's Purchase Order, the prices set forth in such a Purchase order will be firm. Prices provided by the Seller to the Buyer are subject to change without notice at any time sixty (60) days or more after the date of quotation.

PAYMENT:

UNLESS SELLER OTHERWISE AGREES IN WRITING, EIGHTY PERCENT (80%) OF THE PURCHASE PRICE FOR ALL PRODUCTS COVERED BY ANY SUCH ORDER MUST BE PAID IN CASH "U.S. DOLLARS" UPON DELIVERY WITH THE REMAINING TWENTY PERCENT (20%) OF THE PURCHASE PRICE TO BE PAID IN CASH "U.S. DOLLARS" WITHIN THIRTY (30) DAYS OF DELIVERY. ALL CUSTOMER CREDIT CARD PAYMENTS ABOVE \$2,500.00 REQUIRE AN ADDITIONAL 2% "CONVENIENCE" FEE TO COVER NIHON KOHDEN'S SIGNIFICANT CREDIT CARD TRANSACTION FEES INCURRED.

DELIVERY:

The Products shall be delivered FOB Seller's Irvine, California facility with all shipping and insurance charges to be paid by Buyer. In the absence of specific instructions by the Buyer, Seller may choose the carrier, but shall not assume any liability, nor shall the carrier be construed to be an agent of Seller. Seller shall not be responsible for any carrier delays. Seller's liability for risk of loss shall terminate upon delivery of Products to the carrier. Seller shall not be liable for any damages or penalty for delay in delivery or failure to deliver, when such delay is due to the elements, acts of God, acts of Buyer, act of civil or military authority, priorities, fire or floods, epidemics or quarantine restrictions, riots, strikes, lockouts, differences with workmen, accidents to equipment or machinery or other delays beyond the reasonable control of Seller. If Buyer requires multiple deliveries, it shall specify the delivery schedule on the face of the purchase order and in no case shall the shipping schedule exceed one (1) year unless otherwise agreed. Where no delivery schedule is specified, Seller may deliver, and Buyer must accept delivery, within a reasonable time as per Seller's production schedule. If Buyer fails to fulfill the terms of payment or Seller has any doubts at any times as to Buyer's financial condition, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security. DELIVERY DATES ARE BEST ESTIMATES ONLY. SELLER WILL NOT BE RESPONSIBLE FOR ANY SHORT OR INCOMPLETE SHIPMENTS UNLESS SELLER RECEIVES WRITTEN NOTICE OF ANY SUCH SHORTAGES OR MISSING PRODUCTS WITHIN FOURTEEN (14) DAYS OF DELIVERY.

TAXES:

All invoices shall be increased by an amount equal to any sales, use, property, excise or other taxes now or assessed, levied or imposed by any public authority on the Products of their sale to Buyer, unless Buyer furnishes the Seller with a tax exemption certificate acceptable to the appropriate public authority. Buyer shall report and pay any and all such taxes, duties and other charges related thereto, and shall hold Seller harmless there from; provided that, if Seller, in its sole discretion, chooses to make any each payments. Buyer shall reimburse Seller in full upon demand. No consular fees for legalizing invoices, stamping bills of lading, or other documents required by the laws of any country or destination, are included in Seller's quotations or selling prices.



15353 Barranca Pkwy Irvine, CA 92618
Phone: (949) 580-1555 / (800) 325-0283, Fax (949) 580-1550

Quotation Date: 01/17/2018
Quotation #: 02180572
Valid for: 60 days

WARRANTY:

Nihon Kohden warranty for neurology equipment is one (1) year on parts and depot repair. Supply items are warranted for 90 days from date of shipment. The products are warranted to be free from material defects in workmanship or material under normal use and service for the warranty period(s). Batteries, paper, power cables, electrodes, electronic media and other consumable items used by or with the Products, as well as Products subject to unusual physical or electrical stress or improper maintenance, are excluded from this warranty. This warranty does not cover Products which have been improperly used or used in an application other than that for which the Products were intended and do not cover Products which have been modified, disassembled, reinstalled, or repaired without Seller's approval, or which have been subjected to neglect, accidental damage due to accident, fire, water, vandalism or other casualty, improper installation or application, or on which the original identification marks have been removed. Seller's responsibility under the above warranty shall be limited to the repair or replacement, at the Seller's option, of any Product which fails during the warranty period, provided that Buyer promptly reported such failure to Seller in writing and Seller, upon inspection, found such Product to be defective. Buyer must obtain shipping instructions for the return of any Products under this warranty provision and compliance with such instructions shall be a condition of this warranty. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. WHETHER EXPRESSED OR IMPLIED, OR ARISING BY LAW, CUSTOM OR CONDUCT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY INCIDENTAL, PARTICULAR PURPOSE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS AND REMEDIES. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL SPECIAL OR INDIRECT DAMAGES.

BUYER'S REMEDIES:

If Seller breaches any provision hereof, Seller's liability shall not in any event exceed the total price specified herein, less the purchase price for any Products delivered and accepted hereunder. IN NO EVENT SHALL SELLER BE LIABLE TO ANYONE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR (1) BREACH OF ANY OF THE PROVISIONS HEREOF, INCLUDING, WITHOUT LIMITATION, PROVISIONS REGARDING WARRANTIES, GUARANTEES, AND/OR INDEMNITIES; OR (2) ANY CLAIMS BY BUYER CONCERNING THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR DAMAGES ATTRIBUTABLE TO DELAYS IN REPAIRING PRODUCTS, THE COSTS OF REMOVAL AND REINSTALLATION OF PRODUCTS, LOSS OF GOODWILL, LOSS OF PROFITS AND/OR LOSS OF USE.

APPLICABLE LAW AND JURISDICTION:

The Agreement set forth, herein shall be construed under and governed by the laws of the State of California. All disputes hereunder between Seller and Buyer, which are not otherwise resolved, shall be resolved in a court of competent jurisdiction for the County of Orange, State of California. At the sole discretion of Seller, any such action may be heard in another place which Seller may designate. Buyer hereby consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. No action arising out of, or in any way connected with this document, the Products sold hereunder, or any services rendered by Seller may be brought by Buyer more than one (1) year after the cause of action has first accrued. If any of the terms or conditions hereof are held void or unenforceable, such terms or conditions will be treated as severable, leaving the remainder of the terms and conditions valid and enforceable.

CHANGES IN SPECIFICATIONS:

No changes in any Products or the quantity of Products ordered will be made unless and until Seller has consented in writing to such changes and adjusted or reconfirmed prices previously quoted or agreed upon.

ATTORNEY'S FEES:

In the event of any dispute or litigation arising hereunder, the prevailing party will be entitled to collect reasonable attorney's fees and court costs.

AUTHORITY OF SELLERS AGENTS:

No sales agent, distributor or representative of Seller has any authority to bind the Seller to any affirmation, representation, or warranty concerning any Product or the sale of any Products to Buyer, Unless an affirmation, representation or warranty is specifically agreed to in writing by the Seller, it does not form part of the basis of any agreement between Buyer and Seller and shall not be enforceable.

ADVANCE SHIPMENTS:

Any Products that are sold to Buyer hereunder may, at the option of the Seller, be shipped to Buyer in advance of the delivery dates specified in Buyer's Purchase Order, unless the Buyer has specified a "not earlier than" shipment date in the purchase order.



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STANDARD FORMS:

BUYER SHALL BE FREE TO USE ITS STANDARD FORMS FOR CONVENIENCE AND RECORD KEEPING PURPOSES ONLY. IT IS EXPRESSLY AGREED THAT ANY TERMS OR CONDITIONS SET FORTH IN SUCH STANDARD FORMS WHICH ARE DIFFERENT FROM OR IN CONFLICT WITH THE TERMS HEREOF, SHALL BE OF NO FORCE OR EFFECT. THE AGREEMENT OF SELLER TO SELL PRODUCTS TO BUYER IS EXPRESSLY CONDITIONED UPON THE AGREEMENT OF BUYER TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

ALL ORDERS SUBJECT TO ACCEPTANCE:

All orders, including those based upon Seller's quotation, are subject to acceptance by Seller in its sole and absolute discretion. In deciding whether to accept an order, Seller will consider the creditworthiness of the potential customer. Orders shall be deemed accepted by the Seller upon issuance by the Seller of a confirming acknowledgment or by shipment.

DAMAGES:

BUYER UNDERSTANDS THAT UPON SELLER'S ACCEPTANCE OF BUYER'S ORDER, SELLER WILL INCUR SUBSTANTIAL EXPENSES AND SUFFER SIGNIFICANT LOSSES IN THE EVENT THE BUYER SUBSEQUENTLY BREACHES ITS AGREEMENT TO PURCHASE THE PRODUCTS. IN THE EVENT OF ANY DEFAULT BY BUYER, BUYER WILL BE LIABLE AND RESPONSIBLE FOR ALL DAMAGES SUFFERED BY SELLER AND WILL INDEMNIFY SELLER AGAINST AND BE RESPONSIBLE FOR ALL OF SELLER'S OBLIGATIONS TO ANY THIRD PARTIES SUPPLYING THE PRODUCTS, COMPONENTS OR SERVICES THEREOF.

INTEREST AND COLLECTIONS COSTS:

Any amount not paid by Buyer when due will bear interest at the lesser of one and half percent (1.5%) per month or the maximum rate permitted by applicable law.

COMPLIANCE WITH LAW:

Notwithstanding any provisions to the contrary contained in this or any other form used by Buyer or Seller, Seller shall have no obligation to sell any Products to Buyer unless and until all governmental regulations concerning such sale have been complied with and all necessary governmental permits and authorizations have been obtained.

CANCELLATIONS OR RETURNS:

Orders cannot be canceled and Products cannot be returned without agreement of the Seller. In the event Products are returned or orders are cancelled, Seller may, at its discretion, charge a restocking and/or cancellation charge equivalent to twenty percent (25%) of the purchase price of such Products.

FOREIGN RESALE PROHIBITED:

Buyer represents that it is purchasing the Products for its own use or resale within the country to which the Products are to be shipped and agrees that it will not sell any Products outside such country or to any party who has made known its intent to resell the Products outside such country.

DELIVERY/INSTALLATION RE-SCHEDULING.

Buyer understands that upon Seller's acceptance of Buyer's order (including in the event Buyer and Seller agree to shipment date pursuant to a "go-no go" telephone call), Seller will incur substantial expenses and suffer significant losses in the event the Buyer subsequently re-schedules the order or installation. In the event of any such re-scheduling by Buyer, Buyer will reimburse Seller for all reasonable costs due to such cancellation or rescheduling.



NIHON KOHDEN

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Quotation Date: 01/17/2018
Quotation #: 02180572
Valid for: 60 days

ACCEPTANCE:

By: _____
(Please Type or Print)

(Signature of Purchaser)

(Address)

Date: _____ P.O. # _____

LAB

TLD Consulting, LLC

316 Trotters Ridge Drive
Raleigh, NC 27614

#919-740-9273 lisa@timdumas.com

Quote

Date	Quote #
1/10/2018	Vidant2018

Name / Address
Vidant Medical Group
2100 Stantonsburg Rd
Greenville, NC 27834

Item	Description	Qty	Cost	Total
CDS M-Series Analyzer CV	CDS M-Series Closed Vial Analyzer		13,995.00	13,995.00T
Liasys 450 Chem Analyzer	Liasys 450 Chem Analyzer		47,500.00	47,500.00T
LIS Install & Training	LabTrak Version 5		20,000.00	20,000.00
Tosoh AIA - 900	Tosoh 900 Immunology Analyzer		60,000.00	60,000.00T
	Service Item		0.00%	0.00
<i>Imagine the Impossible . . . Find a Way to Do It!</i>			Total	\$141,495.00