

**CITY CLERK
ORIGINAL**

C-8536
07/16/2013

PHILIPS

**PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS**

1. **SERVICES PROVIDED.** The services listed in the quotation (the "Services") are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below, and on any exhibits and attachments, each of which are hereby incorporated (the "Agreement") The Services, as more fully described in Exhibit A, include providing maintenance and service of the City's existing Defibrillator monitoring and cardiac care equipment
2. **EXCLUSIONS.** The Services do not include
 - 2.1 Servicing or replacing components of the system other than those systems or components listed in the Exhibits (the "System") that is at the listed location ("Site"),
 - 2.2 Servicing System if contaminated with blood or other potentially infectious substances,
 - 2.3 Any service necessary due to: (i) a design, specification or instruction provided by Customer or Customer representative, (ii) the failure of anyone to comply with Philips' written instructions or recommendations, (iii) any combining of the System with other manufacturers product or software other than those recommended by Philips; (iv) any alteration or improper storage, handling, use or maintenance of the System by anyone other than Philips' subcontractor or Philips, (v) damage caused by an external source, regardless of nature, (vi) any removal or relocation of the System, or (vii) neglect or misuse of the System,
 - 2.4 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors.
3. **CUSTOMER RESPONSIBILITIES.** During the term of this Agreement, Customer will
 - 3.1 Ensure that the Site is maintained in a clean and sanitary condition, and that the System, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual,
 - 3.2 Dispose of hazardous or biological waste generated,
 - 3.3 Maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system),
 - 3.4 Use the System in accordance with the published manufacturer's operating instructions.
4. **SYSTEM AVAILABILITY.** If Customer schedules service and the system is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the System
5. **PAYMENT.** In accordance with Exhibit B, total cost of the Services to be provided under this Agreement is **\$37,555.00** All payments under this Agreement are due thirty (30) days from the date of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full. Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law.
6. **EXCUSABLE DELAYS.** Philips is excused from performing under this Agreement when Philips' delay or failure to perform is caused by events beyond Philips reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities
7. **TERM AND TERMINATION**
 - 7.1 The term of this Agreement shall be set forth in the quotation(s) attached as Exhibit B hereto and incorporated herein. The Agreement shall expire on November 30, 2013, unless renewed by mutual agreement of the Parties
 - 7.2 This Agreement is non-cancelable by Customer and will remain in effect for the term specified in this Agreement. However, Customer may cancel this Agreement upon 60 days written notice to Philips: (i) representing that the System is being permanently removed from the Site and that the System is not being used in any other Customer site, or (ii) specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such 60 day notice period
 - 7.3 In addition, if the Customer sells or otherwise transfers any of the System to a third party and the System remains installed and in use at the same location, but such third party does not assume the obligations of the Customer under this Agreement or enter into a new service agreement with Philips with a term at least equal to the unexpired term of this Agreement, then the Customer may terminate this Agreement with respect to such System upon no less than thirty (30) days prior written notice to Philips, in which case the Customer shall pay to Philips: (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement), and (ii) as liquidated damages and not as a penalty, an amount equal to 30% of the remaining payments due under this

Agreement for such System from the date of termination through the scheduled expiration of the term of this Agreement

8. **DEFAULT.** Customer's failure to pay any amount due under this Agreement within 30 days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured, (ii) declare all sums due, (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees; (iv) terminate this Agreement with 10 days' notice to Customer; and (v) pursue any other remedies permitted by law
9. **END OF LIFE.** If Philips determines that its ability to provide the Service Coverage is hindered due to the unavailability of parts or trained personnel, or that the system can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement upon notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of Service Coverage not already completed
10. **WARRANTY DISCLAIMER.** Philips' full contractual service obligations to Customer are described in this Agreement. Philips provides no warranties under this Agreement. All service and parts to support service under this Agreement are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.
11. **INDEMNIFICATION.**
 - 11.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and its elected officials, officer, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") against any claims for loss, cost, damages, expense or liability (including reasonable attorneys' fees) by reason of bodily injury (including death) or tangible property damage (representing the actual cost to repair or replace physical property damage), to the extent such damages result from Philips' negligent acts or omissions, or proven product defect.
 - 11.2 This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible
 - 11.3 Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party
12. **LIMITATIONS OF LIABILITY AND DISCLAIMER.**
 - 12.1 Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services or Philips' performance of the Services is limited to an amount not to exceed the price stated in this Agreement for the Service that is the basis for the claim. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.
 - 12.2 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT
13. **PROPRIETARY SERVICE MATERIALS.** Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this provision
14. **THIRD PARTY MANAGEMENT.** If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf.



Notwithstanding the above, the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer has made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer shall promptly pay for such parts and services on demand.

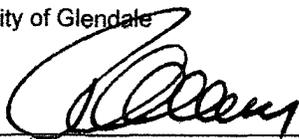
15. **TAXES.** Any applicable tax will be invoiced to and payable by Customer, along with the Agreement Price in accordance with the payment terms set forth in this Agreement, unless Philips receives a tax exemption certificate from Customer which is acceptable to the taxing authorities. Customer will not be obligated to pay any federal, state, or local tax imposed upon or measured by Philips' net income.
16. **INDEPENDENT CONTRACTOR.** Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.
17. **RECORD RETENTION AND ACCESS.** If Section 1861(v)(1)(I) of the Social Security Act applies to this Agreement, then Subsections (i) and (ii) of that Section are made a part of this Agreement. In such an event, Philips shall retain and make available, and insert the requisite clause in each applicable subcontract requiring Philips subcontractor to retain and make available, the contract(s), book(s), document(s), and record(s) to the person(s), upon the request(s) for the period(s) of time required by these Subsections.
18. **HIPAA, PRIVACY.** Philips complies with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Upon Customer request Philips will provide a mutually agreeable Business Associates agreement. In the course of providing the Services to Customer, Philips may need to access, view, or download computer files from the System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, and medical record number) and non-health information (e.g., date of birth and gender). Philips will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.
19. **CONFIDENTIALITY.** Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five years after the Exhibit terminates or expires.
20. **SUBCONTRACTS AND ASSIGNMENTS.** Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.
20.1 Philips will review and incorporate appropriate state terms related to Subcontractors, if Subcontractors will be used to perform the obligations of this agreement. If no Subcontractors are to be used in the performance of Philips obligations under this agreement such statement shall be made and incorporated into this agreement.
21. **INSURANCE.** Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

- 22. RULES AND REGULATIONS.** To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies
- 22.1 Philips shall be in full compliance with the provision of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Philips shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona
- 22.2 Within 10 business day after the execution of this Agreement, Philips shall deliver to Material Management Department, 5850 West Glendale Ave, Suite 317, Glendale AZ 85301 a copy of the certificate of insurance. The certificate shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of Philips liability insurance
- 22.3 City is and will be under no obligation either to ascertain or confirm the existence of issuance of Philips and or policies or to examine Philips policies or to inform Philips in the event that any coverage does not comply with the requirements of this section
- 23. COMPLIANCE AND GOVERNING LAW.**
- 23.1 Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, and life safety codes. All service transaction contemplated by the quotation shall be governed by the laws of state of AZ. EACH PARTY KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH THIS AGREEMENT OR ANY MATTER RELATED ANY WAY HERETO.
- 23.2 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees and compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program
- 23.3 **Foreign Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran
- 24. NOTICES.**
- 24.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if
- A. The Notice is in writing, and
 - B. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested), and
 - C. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m., or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - D. The burden of proof of the place and time of delivery is upon the Party giving the Notice, and
 - E. Digitalized signatures and copies of signatures will have the same effect as original signature
- 25. EXCLUDED PROVIDER.** Philips represents and warrants that Philips, its employees, and subcontractors, are neither debarred, excluded, suspended, or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors, providing the Services becomes an Excluded Provider, whereupon Customer may terminate this order by express written notice for services not yet rendered
- 26. SOLICITATION OF PHILIPS EMPLOYEES.** For the duration of this Agreement and for one year following the expiration or termination of this Agreement, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the services

27. **SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW.** Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. A party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. Notices or other communications will be in writing, and will be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face of this Agreement. The law of the state in which the System is located will govern any interpretation of this Agreement and dispute between Philips and Customer without regard to the principles of choice of law.
25. **ADVERSE EVENT REPORTING.** If Customer notifies Philips of an adverse event, then Philips will assist Customer's risk management department in investigating the adverse event on the System covered under this agreement in accordance with client's risk management policies, Philips' Adverse Event Reporting policy, and the reporting requirements of the Safe Medical Device Act of 1990. All information concerning an adverse event shall be treated as confidential information and will not be discussed with unauthorized personnel. Customer remains solely responsible for reporting adverse events to the FDA; Philips will not be responsible or liable for this reporting activity nor for any repercussions resulting from errors or omissions in, or absences of, such reporting.
26. **ENTIRE AGREEMENT; EXHIBITS.** This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. The service specific exhibits listed below, and any associated attachments, are incorporated herein as they apply to the services listed on the quotation and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Sale, the terms set forth in the schedule shall govern.
27. **AUTHORITY TO EXECUTE.** The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

City of Glendale

Philips Healthcare



Signature:

Signature:

RICHARD A. BOWERS

Stephen J. Pierson

Printed Name:

Printed Name:

ACTING CITY MANAGER

Sr. Dir Contracts & Pricing

Title:

Title:

7.17.13

7/3/13

Date:

Date:

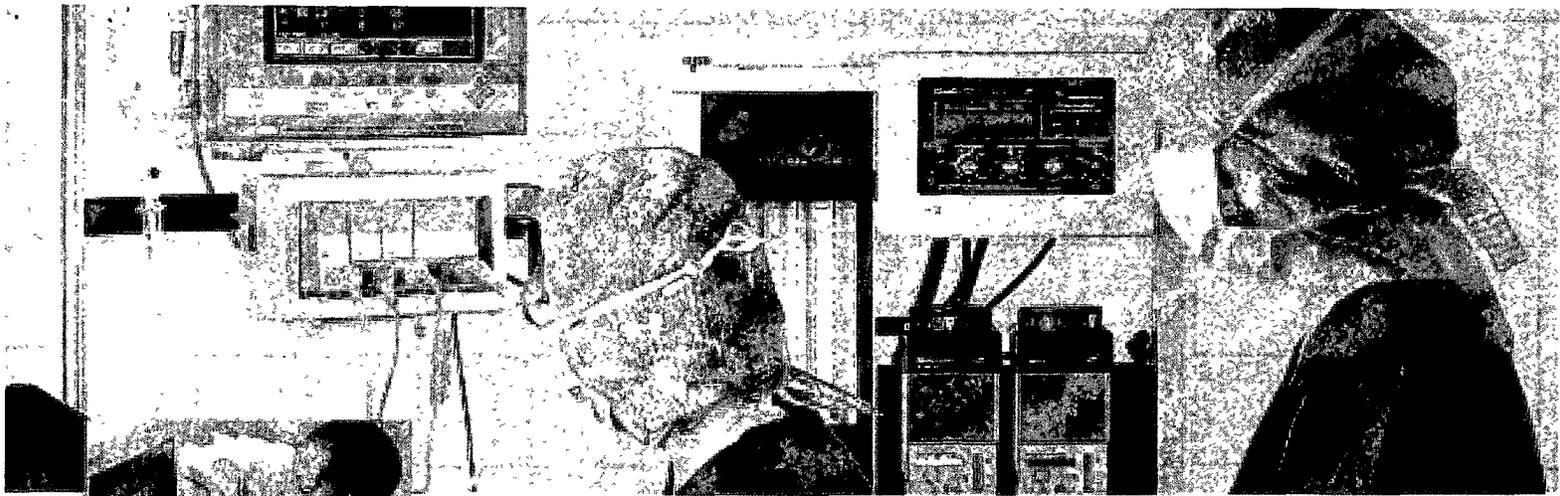
ATTEST:


City Clerk

Approved as to form


City Attorney

5



Performance Assurance for Patient Monitoring

Affordable peace of mind

Maintaining peak performance

A Philips Performance Assurance Service Agreement addresses your need for maximum equipment uptime in today's mission-critical healthcare environment. When you purchase monitoring equipment, you expect uncompromising clinical performance, an excellent return on your investment, and a low cost of ownership. Philips Performance Assurance support harnesses the power of Philips to assist you in achieving the clinical and financial results you expect from Philips.

A range of value-added features and options

A Philips Performance Assurance Service Agreement will expand your ownership experience through:

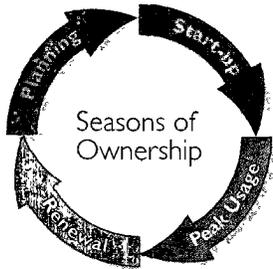
- Scheduled preventive maintenance
- Maximized system uptime
- Superb technical expertise
- Technical and clinical phone support

PHILIPS

Performance Assurance for Patient Monitoring EXHIBIT A

Philips Customer Services support you in every season of system ownership—from Planning through Start-up, Peak Usage and Renewal—by helping you simplify your operations in ways that let you spend more time focusing on what's most important: the needs of your patients.

Philips Customer Services is service that works for you in all the seasons of ownership. Call us at **888-647-4285**.
www.philips.com/healthcare



Hardware and software coverage	
Standard hours of coverage (8 am to 5 pm M-F)	•
Extended coverage hours (24 x 7)	Optional
On-site response	Scheduled
Labor and travel	QAA only
Performance assurance	
Quality assurance audits	•
Remote services	
Technical and clinical phone support	•

• Included

These features are representative of the type of coverage available. Certain options and features are not available for all products or in all countries, and exclusions or surcharges may apply in certain situations. The specific features and options for your equipment are determined by the written terms of your Service Agreement. Please contact your Philips representative with any questions regarding feature availability.

For service on your Philips products, call **1-800-722-9377**.



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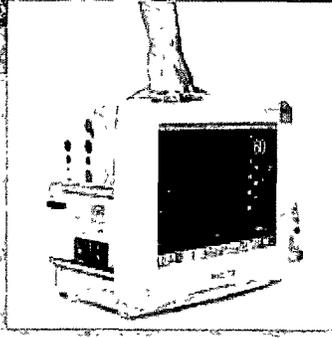
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Philips Healthcare is part of Royal Philips Electronics

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 Bothell, Washington 98021

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Comprehensive Onsite Service Agreement

Comprehensive coverage for monitoring and cardiac care equipment

Total, focused solutions

A Philips Comprehensive Onsite Service Agreement for IntelliVue monitors, central stations, and telemetry addresses your need for comprehensive services in today's mission-critical healthcare environment. When you purchase the latest monitoring and cardiac care equipment, you expect uncompromising clinical performance, an excellent return on your investment, and a low cost of ownership.

Philips Comprehensive Onsite harnesses the power of Philips to provide a high level of service delivery and solution enhancements in your marketplace to assist you in achieving the clinical and financial results you expect from Philips.

A comprehensive set of services

A Philips Comprehensive Onsite Service Agreement will maximize your ownership experience through:

- High-priority level of service delivery and response
- Superb technical expertise
- Technical and clinical phone support
- Web-based technical support tool, InCenter

EXHIBIT A

PHILIPS
sense and simplicity

Comprehensive Onsite Service Agreement

Services – A full lifecycle solution

The success of your organization depends on people. Philips Services are designed with that in mind – creating healing environments, developing your staff, improving your organization's performance, and increasing patient satisfaction.

Depend on us. The resources, training, and support we offer enable you to focus on what's most important – your patients.

Philips Customer Services is service that works for you. Call us at 888-647-4285. www.philips.com/healthcare

Service delivery	
Hours of telephone coverage (24 x 7)	•
Initial telephone response (2 hours)	•
Remote services	
Web-based support	•
Technical telephone support	•
Clinician telephone support	•
Parts	
Parts coverage	•
Parts delivery	Priority
Performance Assurance	
Performance Assurance	Optional for specified products
On-site delivery	
On-site response	Next business day
Overtime labor and travel	Preferred rates
• Included	

These features are representative of the type of coverage available. Certain options and features are not available for all products or in all countries, and exclusions or surcharges may apply in certain situations. The specific features and options for your equipment are determined by the written terms of your Service Agreement. Please contact your Philips representative with any questions regarding feature availability.

Please visit www.philips.com/uscustomerservices



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Philips Healthcare is part of Royal Philips Electronics

www.philips.com/healthcare
healthcare@philips.com

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Bothell, Washington 98021

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Philips Healthcare

a division of Philips Electronics North America Corporation

PCCI SYSTEMS AGREEMENT QUOTATION - Comprehensive Onsite

Customer # 94039412
 Address Glendale Fire Department
 Address 6210 W Myrtle Avenue
 City,State/Zip Glendale, AZ 85301
 Agreement Contact . Chief Tim Pirtle
 Telephone 623-695-6079
 Fax tpirtle@glendaleaz.com
 System Contact Roxanne Alexander
 Telephone 623-930-4412
 Field Service Engineer SW2 Chris Warner (Ringer)
 Equipment Location
 Department Name

Payment Terms Net 30
 Agreement Quote Date 9/24/2012
 Prior Agreement # RENU 41186767
 Agreement Start Date 12/1/2012
 Agreement End Date 11/30/2013
 Billing Schedule Yearly
 Extended Onsite Coverage Mon-Fri 8am to 5pm
 Multi -Year Option 0%

Email SO#6300993060, 6300993055, 6100951629, 6100990810, 6101064505, 6100951629 Valid for 120 days

Philips Representative	Tel	Fax	Date	Quote #
Kelly Carbon	425-482-8534	206-512-2054	4/24/2013	071507-2

Model #	Serial #	Qty	SAP#	Description	Start	End	Annual List \$	Extended Annual List \$
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Renewal / Previous PO# COGAZ-0000019089

Renewal of
41186767

Model #	Serial #	Qty	SAP#	Description	Start	End	Annual List \$	Extended Annual List \$
M3536A	US00212850	26		Defibrillators HeartStart MRx (PA recommended)	12/1/2012	11/30/2013	\$945 00	\$24,570 00
	US00212851							
	US00212852							
	US00212853							
	US00212854							
	US00212855							
	US00212856							
	US00212857							
	US00212858							
	US00212859							
	US00207244							
	US00208619							
	US00213434							
	US00212837							
	US00212838							
	US00212839							
	US00212840							
	US00212841							
	US00212842							
	US00212843							
	US00212844							
	US00212845							
	US00212846							
	US00212847							
	US00212848							
	US00212849							

Warr#41160882
Exp 10/6/2012
6300993060

M3536A	US00553068	2		Defibrillators HeartStart MRx (PA recommended)	12/1/2012	11/30/2013	\$945 00	\$1,890 00
	US00553069							

Warr#41165794
Exp 10/18/2012
6300993055

M3536A	US00328128	1		Defibrillators HeartStart MRx (PA recommended)	12/1/2012	11/30/2013	\$945 00	\$945 00
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Subtotal : **\$27,405.00**

Extended Travel Charge See Travel Uplifts 3.9 mi No Uplift
 Extended Onsite Coverage \$0 00

Model #	Serial #	Qty	SAP#	Description	Start	End	Annual List \$	Extended Annual List \$
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Model #	Serial #	Qty	SAP#	Description	Start	End	Annual List \$	Extended Annual List \$
		1		Performance Assurance (applies only to products with (PA) in the description) 1 per unit, per year of agreement	12/1/2012	11/30/2013	\$10,150 00	\$10,150 00
Subtotal Optional Services Discountable							\$10,150.00	
Subtotal Optional Services Non-Discountable							\$0.00	
Subtotal Discountable							\$37,555.00	
POS Option Discount							\$0 00	
Multi-Year Option Discount							\$0 00	
Net Charge Year 1							\$37,555 00	
Quotation Total							\$37,555.00	

Prices exclude taxes. Applicable taxes will be added to the invoice. Subject to credit approval.

IMPORTANT NOTICE A signed copy of this agreement, for the services and prices quoted herein, is Customers acceptance that the Terms and Conditions and information in the Exhibit and the Data Sheet attached to this quotation are the sole terms applicable to the services quoted. The acceptance of this quotation is not binding upon Philips until further review by Philips contract administration. The information contained in this document is confidential and is provided to the entity listed as the customer solely in connection with the evaluation of the purchase and sale. This information shall not be disclosed to any other party. The Philips terms and conditions of sale applicable to the service quoted herein are available via http://www.healthcare.philips.com/main/terms_conditions ("Terms and Conditions"). Health Care providers are reminded that if the transactions herein include or involve a loan or 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 health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including under any federal or state but not limited to 42 CFR 1001.952(h). Philips reserves all rights with regard to this information. Reserved

Customer Agreement as Quoted

Upon customer signing and an authorized Philips representative accepting, this quotation constitutes a contract and Customer is bound by all terms and conditions hereof

Philips by its acceptance hereof, agrees to provide maintenance services for the equipment listed above in accordance with the following terms set forth herein

Authorized Signature _____
 Printed Name _____
 Title / Date _____
 Customer PO # _____

Authorized Signature _____
 Title / Date _____

(Please attach copy of original PO)

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Credit Card Type (circle) AMEX VISA MC Discover
 Credit Card # _____
 Expiration Date _____
 Signature _____
 Print Name _____

prepared by usd04047

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