



SERVICE AGREEMENT QUOTATION

Return Signed Quotes To:

Advanced Sterilization Products Services, Inc.
Email: ServiceContracts@asp.com

Quote Number 00057973

Expiration Date 12/9/2021

Quotation Related Inquiries:

Advanced Sterilization Products Services, Inc.
Phone: +1(888)783-7723
www.asp.com

Unit Coverage

SAP Number	US11-0008028471	Address	400 N PEPPER AVE COLTON, California 92324-1801 United States
Account Name	SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGL MEDCL CTR ("Buyer")		

Line Items

Asset Account	Asset Product	Start Date	End Date	Sales Price	Discount	Net Price
US11-0008028471 ARROWHEAD REGL MEDCL CTR 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD NX Serial Number: 33101002 Coverage: Full NXEOL Product: 77FULLMF06	12/15/2021	12/14/2022	USD 11,000.00	3.00%	USD 10,670.00
US11-0008028471 ARROWHEAD REGL MEDCL CTR 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD NX Serial Number: 10033080290 Coverage: Full NXEOL Product: 77FULLMF06	12/15/2021	12/14/2022	USD 11,000.00	3.00%	USD 10,670.00
US11-0008028471 ARROWHEAD REGL MEDCL CTR 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD 100S STERILIZER Serial Number: 10101973804 Coverage: Full 100SEOL Product: 77FULLMF13	12/15/2021	12/14/2022	USD 19,800.00	3.00%	USD 19,206.00

Pricing Condition List

Subtotal USD 41,800.00

Discount Amount USD 1,254.00

Net Price USD 40,546.00

Buyer Billing Information

To guarantee the quotation price on the service agreements for multiple years, the desired effective and expiration dates must clearly be stated on either the purchase order or on your company letterhead along with any special instructions such as how to obtain annual purchase orders for subsequent years of coverage.

Billing Account SAN BERNARDINO COUNTY ON
BEHALF OF ARROWHEAD REGL
Billing Account MEDCL CTR
Address 400 N PEPPER AVE, COLTON, California
92324-1801, US

Purchase Order#: _____

Purchase Order Coverage: _____

Entire Coverage: _____



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Provided Each Year: _____

Billing Interval Option (please mark with "X")

Annually

Quarterly



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[] Monthly
If Billing Interval is left blank or unchecked, Billing Interval will default to Annually.

Billing Corrections or Request for Change

Note: Billing changes contingent upon verification by Advanced Sterilization Products Services, Inc.

Billing Name:
Billing Address:
Billing City, State, Zip:

Buyer Purchase Order Contact
Name:
Title:
Phone:
Email:

Accounts Payable Contact
Name:
Title:
Phone:
Email:

Advanced Sterilization Products Services Inc. TERMS and CONDITIONS

www.asp.com/services/terms-and-conditions

I understand and agree that the present Service Agreement Quotation and the Service Agreement terms and conditions, attached hereto as Attachment "A", together represent a binding offer on the part of Seller for the products covered in the Service Agreement Quotation ('the Offer') and that my signature on the Offer constitutes irrevocable acceptance of the Offer and the entire agreement between the parties concerning the subject matter of the Offer and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this agreement.

This Service Agreement Quotation ("Quote") may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Quote. The parties shall be entitled to sign and transmit an electronic signature of this Quote (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Quote upon request.

Buyer Signature:
Date:

Name:
Title:
Phone:
Email:

Seller's Signature:
Date:

DocuSigned by:
Lilian Samaan
Signed Name: Lilian Samaan
Signing Reason: I approve this document
Signing Time: 11-Oct-2021 | 10:12 AM PDT
57E7B44C5D674354A555C333D5D82495

Name: Lilian Samaan
Title: Director, Commercial Operations
Phone:
Email: lilian.samaan@asp.com

ATTACHMENT A**Advanced Sterilization Products Services Inc. (the "Seller") SERVICE AGREEMENT
TERMS and CONDITIONS**

1. **Controlling Provisions:** These terms and conditions shall govern the transaction described on the Service Agreement Quotation ("Offer") and shall amend any terms and conditions of Buyer's order to the extent that a conflict exists. The full understanding of the parties is embraced herein and no waiver, alteration, or modification of these provisions or any of the terms of the order shall be valid unless made in writing and signed by an officer or other authorized representative of the Seller and Buyer. The terms of any purchase order, invoice, or similar document used to implement this agreement shall be subject to and shall not modify this agreement.
2. **Acceptance:** Scheduled equipment is accepted by the Seller for inclusion herein, subject to the condition that scheduled equipment is functionally operable on the Effective Date of this Agreement and there are no open or pending service calls. All parts and labor to render the scheduled equipment functionally operable shall be the Buyer's responsibility and shall be negotiated separately between the Buyer and Seller. Exempt from this provision is all scheduled equipment which has been under maintenance or warranty coverage by Seller immediately preceding the Effective Date of this Agreement.
3. **Prices:** The prices shown on the face of the Offer are firm for a period of ninety (90) days commencing with the Created Date on the face of the Offer. This condition shall not apply when this document is incorporated in an Equipment Sales Agreement, in which case, the prices shown will remain firm as long as the Equipment Sales Agreement remains valid.
4. **Taxes:** The Seller shall add to all charges, sums equal to any taxes, however designated or levied or based on the charges made for services rendered or parts supplied pursuant to this Agreement. This section shall not apply to organizations that are tax-exempt and provide proper supporting documentation with this Agreement.
5. **Payments:** Terms are net THIRTY (30) days from date of invoice, unless otherwise agreed upon.
6. **Adjustments.** If the Buyer believes the invoice from the Quote contains any errors, it must notify the Seller's customer service department no later than 30 days after the date of the invoice if it wishes to have those errors rectified. Buyer should identify the reason for any deductions on payment remittance, Seller will deny and not accept any unidentified deductions.
7. **Exclusions:** Service is contingent upon proper use of Equipment and observance of all operational instructions and does not cover, among other things, labor and replacement parts required because of accident, acts of God, neglect, misuse, abuse, failure of electrical power, transportation, and unusual physical or electrical stress. The following are specifically excluded from this Agreement:
 - Operating supplies or accessories, painting or refinishing of the Equipment, or the furnishing of materials for this purpose.
 - Electrical work external to the equipment or maintenance of accessories, alterations, attachments or other devices furnished or not furnished by the Seller unless specifically noted.
 - Equipment which has been modified, altered, added to, improperly repaired, serviced, installed or reinstalled by other than Seller's personnel or Buyer's personnel trained by Seller and authorized to perform service or Equipment used in violation of manufacturer's instructions or causes resulting from other than ordinary use.
8. **Force Majeure.** The Seller is not liable for any loss, damage and delays in delivery, including delays due to product shortages, acts of nature, war, epidemics, pandemics, terrorism, regulatory or carrier issues, or any circumstance beyond its reasonable control. In the event of a shortage of Product, the Seller reserves the right to allocate Products among their customers in any manner that they, in their sole discretion, determine is reasonable.
9. **Access to Equipment:** Seller shall have reasonable and safe access to the Equipment on each scheduled inspection or emergency service visit. Seller shall also have access to and use of any machine, service, attachments, features, or other operating supplies or accessories necessary to perform the necessary service contemplated herein at no charge to the Seller. Should the Seller be unreasonably denied access to the Equipment by the Buyer at the agreed upon time, a charge equal to the waiting period times the prevailing Field Engineer hourly rate will be assessed by the Seller and accepted by the Buyer.
10. **Excusable Delay:** Seller agrees to perform all service in good faith, but Seller has no responsibility or liability for loss or damage by reasons including, but not limited to, delays by suppliers in providing materials, parts, or services; acts of God, fire, flood, war, embargoes, labor disputes, acts of sabotage, riots, accidents other than those caused by Seller or Seller's agents and employees, delays of carriers, voluntary or mandatory compliance with any governmental act, regulation or request, or any other cause or causes beyond the Seller's reasonable control.

11. **Limitation of Liability:** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES of any kind including, but not limited to, loss of business, profit, revenue or good will arising from any failure or matter arising under this Agreement, nor shall any claim or recovery of any kind, except those based on the indemnification obligations herein or claims arising out of personal injury (including death), be greater in amount than five times the purchase price of this Agreement to which such claim or recovery is made.
12. **Notice:** All written notices, described as such herein, required to be given by either party under this Agreement shall be addressed to the other party at the address shown on the face hereof, or such other address as either party may have designated by written notice to the other. Such notices shall be deemed to have been given on the date such notice is mailed to the other party. All written notices must be made in writing and either served personally, or deposited in the United States mail, postage prepaid. Notices given by personal delivery shall be deemed made on the date given, and notices given by mail as provided herein shall be deemed communicated two business days from the date of mailing. In addition to sending notice to Buyer at the address shown on the face hereof, all notices to be sent to Buyer shall be addressed as follows:

Arrowhead Regional Medical Center
Attn: Hospital Director
400 Pepper Avenue
Colton, CA 92324
13. **Assignment:** Neither party may assign this Agreement without the written consent of the other party.
14. **Equipment Location:** If the Buyer changes the location of the Equipment so as to increase Seller's costs, Seller reserves the right at its sole discretion to cancel this Agreement upon ten (10) day notice to Buyer or to increase the amount of charges herein provided.
15. **Component Exchange:** Seller may, at its sole discretion, exchange or modify components. Only those components that have not been altered by the user in such a fashion as to destroy their intrinsic value will be considered suitable for exchange or modification. Parts exchanged shall immediately become the property of Seller. Replacement parts may be new or refurbished as new at Seller discretion, but any replacement parts must conform to the specifications of the manufacturer of the Equipment.
16. **Termination:** Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event the Agreement is terminated, the Seller shall refund or charge the difference between the selling price of the Agreement and the value of services provided by the Seller from the effective date to the date of termination of the Agreement. Seller shall determine the value of the services provided as the greater of the amount equal to the value of all parts and labor supplied by Seller up to the date of termination calculated at the prices prevailing at the respective dates that such parts and labor were supplied, or, the remaining amortized value of the Agreement.
17. **Renewal:** This Agreement may be renewed for an additional, successive yearly period by mutual written consent at the then prevailing rates, but this Agreement may not extend beyond five years of the effective date of the Agreement. At the time the Equipment reaches seven (7) years of age and, in the opinion of Seller, an overhaul becomes necessary, an itemized estimate will be presented to the Buyer for approval before the work is started.
18. **Merger:** This Agreement supersedes any and all prior Agreements, understandings, or arrangements made between parties and relating to the subject matter hereof.
19. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.
20. **Coverage:** Services and parts not covered by this Agreement are available from the Seller at the then prevailing rates.
21. **Compliance with Law.** Buyer shall comply with all applicable federal and state laws and regulations in connection with the Products, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws.
22. **Insurance.** Without affecting the indemnification obligations herein, Seller shall maintain the following insurance coverage at the following minimum limits for the Term of this Agreement:

- Workers' Compensation/Employer's Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons.
- Commercial/General Liability Insurance - General Liability Insurance covering all operations performed by or on behalf of Seller providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include: Products and completed

operations, Broad form property damage (including completed operations), Personal injury, Contractual liability, and a \$2,000,000 general aggregate limit.

- Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

All policies, except for Worker's Compensation, shall contain additional endorsements naming Buyer as an additional named insured with respect to liabilities arising out of this Agreement. When applicable, and when requested by Buyer, evidencing proof of the foregoing coverage shall be furnished to Buyer. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Buyer. Seller agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Seller and Buyer or between Buyer and any other insured or additional insured under the policy. Unless otherwise approved by Buyer's Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII". Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Buyer's Department of Risk Management.

23. **Indemnification.**

(a) The Seller will indemnify the Buyer for losses arising from any claim made by any person or entity, other than the Buyer or Participant, alleging that (i) use of any Product or Services resulted in bodily injury to the extent such claims arise out of manufacturing or material defects in Products or Services provided, and provided that the Product was used in accordance with Seller-approved labeling, or (ii) any Product or Service infringes the intellectual property of any other person or entity.

(b) It is a condition to the Seller's obligations under this Section that the Buyer notify the Seller promptly of that claim, permit the Seller to control the litigation and settlement of that claim, and cooperate with the Seller in all matters related thereto, including by making its documents, employees and agents available as reasonably necessary. Notwithstanding, the Seller may not settle any claim without the consent of the Buyer or Participant unless there is no finding or admission that the Buyer has violated any law or the rights of any person or entity and the sole relief provided is monetary damages that the Seller pays in full.

(c) The Seller will not be required to indemnify the Buyer with respect to: any claim arising out of negligence or willful misconduct by the Buyer; use of a Product by any person or entity other than in accordance with its labeling, misuse or alteration of any Product; or breach by the Buyer of its obligations under this agreement.

24. **Confidentiality.** Except where disclosure is required by law, the receiving party agrees to (a) hold the following Confidential Information in strict confidence and not disclose the same to any other person or entity, except as provided herein; all pricing and terms relating to or contained in this agreement, all Product and Service data, trade secrets, financial data, pricing, business plans or any other information received from the other party in implementing this agreement and all information derived from the foregoing (b) use at least the same degree of care in maintaining the secrecy of the Confidential Information as it uses in maintaining the secrecy of its own proprietary, secret, or confidential information, but in no event less than a reasonable degree of care; (c) use Confidential Information only to fulfill its obligations under this Agreement and for internal business purposes; and (d) return or destroy all documents, copies, notes, or other materials containing any portion of the Confidential Information upon request by Customer or Seller.
25. **Damage to Buyer Property.** Seller shall repair, or cause to be repaired, at its own cost, all damages to Buyer vehicles, facilities, buildings or grounds caused by the willful or gross negligent acts of Seller or its employees or agents.
26. **Debarment and Suspension.** Seller hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, Seller represents and warrants that no proceedings or investigations are currently pending or to Seller's knowledge threatened by any federal or state agency seeking to exclude Seller from such programs or to sanction Seller for any violation of any rule or regulation of such programs.
27. **Licenses, Permits, and/or Certifications.** Seller shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, Buyer, and municipal laws, ordinances, rules and regulations. The Seller shall maintain these licenses, permits and/or certifications in effect for term of this Agreement. Seller will notify Buyer immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.
28. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Agreement, Seller, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the Buyer. Any provision of this Agreement that may appear to give the Buyer any right to direct the Seller concerning the details of performing the services, or to

exercise any control over such performance, shall mean only that the Seller shall follow the direction of the Buyer concerning the end results of the performance.

29. **Government Program Participation.** The Seller represents that it has not been excluded from participating in any “federal health care program”, as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. Buyer represents that it has been excluded from participating in any “federal health care program”, as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that each is eligible to participate in the foregoing programs. If Buyer is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of this agreement, then such party will notify the other party of that event within 30 days. Upon occurrence of that event, whether or not such notice is given, either party may terminate this agreement effective upon written notice to the other party.

The service agreement is subject to and conditional upon pre-inspection of the unit in the event such unit has been out of warranty or not covered under a service agreement for more than 6 months prior to the start date of the Agreement. However, if the unit has been confirmed by Seller to meet Seller’s specifications within 90 days prior to the start date of the Agreement, such pre-inspection is not required.

I understand and agree that the present Service Agreement Quotation and the Service Agreement terms and conditions together represent a binding offer on the part of Seller for the products covered in the Service Agreement Quotation ('the Offer') and that my signature on the Offer constitutes irrevocable acceptance of the Offer and the entire agreement between the parties concerning the subject matter of the Offer and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this agreement.