



EQUIPMENT SALE AGREEMENT

Legal Name:	SAN BERNADINO COUNTY, CA	Group Purchasing Organization:	VIZIENT
Customer Name:	ARROWHEAD REGIONAL MEDICAL CENTER	Sold to Customer #:	5568
Address:	400 N PEPPER AVE	Payment Terms:	Net 30 days from date of invoice
City, State, Zip:	COLTON, CA, 92324	Shipping & Handling:	FOB Destination
		Approved	08/08/2024

At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 90 days of Approved date above.

SAN BERNADINO COUNTY, CA ("Customer") agrees to purchase and Siemens Healthcare Diagnostics Inc. ("Siemens") agrees to sell the equipment listed below ("Equipment") at the price(s) listed below.

QTY	Part #	Description of Equipment	Price	Extended Price
		epoc Product Line:		
2	10736398	epoc Reader	\$ 4,500.00	\$ 9,000.00
2	11413475	epoc NXS Host - US	\$ 2,100.00	\$ 4,200.00

	Total:	\$ 13,200.00
	Shipping & Handling:	Included
	Total Price:	\$ 13,200.00

Siemens will provide the following at no additional cost to Customer:

Service:

Siemens will provide 10973921 EPOC NXS HOST Exchange Std Warr service for (2) epoc NXS Host for Year 1.
Siemens will provide 10973908 EPOC READER EXCHANGE STANDARD service for (2) epoc Reader for Year 1.

Reagent Credit:

epoc - Siemens will issue a reagent credit of \$ 500.00 for year 1.
epoc - Siemens will issue a reagent credit of \$ 100.00 for year 1.

By signing this agreement, the parties agree this new sale will be subject to the same terms and conditions attached to the previous Equipment Sale Agreement with Quote #1-V5N61Q-4.

Information about service and training associated with the Equipment purchased hereunder is set forth on the Attachment A to the Supplement to the Master Products Agreement entered into between the parties, if applicable.

If Customer is returning on-site equipment in conjunction with this Equipment Sale Agreement ("Agreement"), such equipment ("Returned Equipment") shall be identified by instrument type(s) and serial number(s) in the table below. Customer represents that there are no liens or encumbrances on the Returned Equipment. Customer agrees to deliver the Returned Equipment to Siemens within sixty (60) days after the installation of the Equipment purchased hereunder. Upon Siemens' receipt of Returned Equipment, Customer's title and interests in "Returned Equipment", if applicable, shall pass from Customer to Siemens. In the event any item(s) of Returned Equipment is/are omitted from the table below, Customer makes the same representations and agreements regarding such omitted Returned Equipment.

QTY	Description of Returned Equipment



IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Equipment Sale Agreement.

CUSTOMER:

Signature _____ Date _____

Name (Print) _____

Position (Print) _____

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

Luza James Digitally signed by Luza James
Date: 2024.10.30 08:23:46
-07'00'

Signature _____ Date _____

Name (Print) _____

Position (Print) _____

Heather Wenk

Signature _____ Date _____

Name (Print) **Wenk**

Heather Digitally signed
by Wenk
Heather
Date: 2024.10.30
11:31:05 -04'00'

Position (Print) _____

511 Benedict Ave, Tarrytown, NY 10591
Address

By signing this document, signor certifies that no modifications or additions have been made to the Agreement or any Supplements or Amendments thereto. Any such modifications or additions will be void. At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 30 days of Siemens pre-signature herein.

ATTACHMENT A

EQUIPMENT SALE AGREEMENT TERMS AND CONDITIONS

1. Complete Agreement. This Equipment Sale Agreement, including these Terms and Conditions (collectively, "this Agreement"), constitute the entire agreement between Customer and Siemens relating to the sale of the Equipment by Siemens to Customer. Siemens' acceptance of Customer's purchase order is made on the condition that this Agreement shall govern the sale of Equipment by Siemens to Customer. Siemens hereby objects to and rejects all additional, conflicting or inconsistent terms or conditions and any such terms or conditions submitted by Customer shall have no effect and shall not be part of the contract between Customer and Siemens for the purchase and sale of Equipment. Failure of Siemens to object to any provision contained in any order or other communication from Customer shall not be construed as a waiver of the terms and conditions set forth herein or an acceptance of any such provision. No addition to, modification of, or waiver of any provision of this Agreement shall be binding upon either party unless made in writing and signed by authorized representatives of both parties. To authorize shipment of the Equipment, please attach a signed copy of this Agreement to your purchase order.

2. Delivery; Title; Acceptance. Delivery of the Equipment is subject to Siemens' standard delivery terms. Siemens will make commercially reasonable efforts to meet the delivery dates quoted or acknowledged, but will not be liable for its failure to meet such dates. Upon Siemens making delivery of the Equipment to the Customer's facility: (i) title to and responsibility for the Equipment shall pass to Customer, and (ii) the Equipment shall be deemed accepted by Customer. Customer may not unreasonably delay or impede delivery and acceptance of the Equipment.

3. Installation. If the Equipment requires installation, then Siemens will install the Equipment at the Customer's facility. This installation does not include the cost of preparation of the facility. Such preparation responsibilities of the Customer include, but may not be limited to, separate (dedicated) electrical and telephone circuits and/or network connections, air conditioning, plumbing, humidity control and any structural changes that may be required.

4. Warranty. Siemens warrants that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer's specifications when delivered. **SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE.** Any claim for breach of this warranty must be made in writing within one (1) year of the delivery of the Equipment by Siemens. Siemens' sole obligation for breach of this warranty shall be, at Siemens' option, the repair or replacement of the breaching Equipment or an appropriate refund, allowance or credit reflecting depreciation. Siemens also promises that the use of the Equipment in the form delivered to Customer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This promise does not cover the use of the Equipment in combination with any other product or equipment not approved by Siemens. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in Section 5 (c) below.

5. Limitation of Liability and Indemnification. (a) Limitation of Liability. In no event shall Siemens' liability hereunder exceed the actual loss or damage sustained by Customer, up to the purchase price paid to Siemens for the Equipment giving rise to such loss or damage, however, liability for intentional misbehavior and personal injury will not be limited. **SIEMENS SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE EQUIPMENT OR SERVICES (UNLESS**

OTHERWISE AGREED TO BY SIEMENS), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. The limitations of Siemens liability contained herein shall apply to Siemens and Siemens' employees, agents and subcontractors performing under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Siemens or its employees, agents or subcontractors are advised of the likelihood of such damages.

The limitations of Customer's liability set forth herein do not affect Customer's liability for Claims (as defined herein) arising out of the negligent or wrongful acts or omissions of Customer, its employees or agents in connection with this Agreement or Customer's indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set forth herein. The limitations of Siemens' liability set forth herein do not affect Siemens' liability for Claims for personal injury arising as a result of Siemens' negligence or product defect, or Siemens' indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement.

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

(b) General Indemnification. Each party agrees to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of the indemnifying party, its employees or agents in connection with this Agreement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and all right and power to defend and/or settle the Claim.

(c) Intellectual Property Indemnification. If Customer receives notice that any of the Equipment, or parts thereof, violates the infringement warranty set forth in Section 4 herein, then Customer shall promptly notify Siemens in writing and give Siemens information, assistance and exclusive authority to evaluate, defend and settle the Claim. Siemens shall then, at its own expense, defend or settle such Claim, procure for the Customer the right to use the Equipment, or remove or modify the Equipment to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens, then Customer shall return the Equipment to Siemens and Siemens shall refund to Customer the purchase price paid by the Customer for the Equipment, less reasonable depreciation for Customer's use. The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the Equipment made available to Customer by Siemens; (ii) Customer's alteration of the Equipment without Siemens' written authorization; (iii) use of the Equipment in combination with software or equipment not provided by Siemens; or (iv) use of the Equipment in a manner that is not in accordance with the manufacturer's manual,

specifications, and other accompanying documentation or other instruction from Siemens.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

6.Payment. Payment is due as set forth on the first page of this Equipment Sale Agreement. A late payment service charge of one and one-half percent (1.5%) per month or, if less, the highest amount permitted by law, may be applied to unpaid and past due invoices. Customer shall also reimburse Siemens for all taxes, excise or other charges which it may be required to pay to any government (national, state or local) upon the sale, production or transportation of the products sold hereunder.

7.Confidentiality. Customer and its employees will maintain the confidentiality of any oral or written information disclosed by Siemens, including: (i) the terms of this Agreement (including, but not limited to, pricing); (ii) information designated as confidential; and (iii) information that should reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential. Except as necessary to carry out this Agreement **or where disclosure is required by law**, confidential information will not be disclosed by Customer or its employees to any third party or used by Customer or its employees without the prior written consent of Siemens.

8.Export. This Agreement applies only to domestic installation of the Equipment. Customer shall not export or reexport any goods, or any system incorporating said goods, outside of the United States (including U.S. territories) unless Customer (i) first obtains all required licenses from the United States Department of Commerce or any other agencies or departments of the United States government that may be required, and (ii) complies with all applicable laws and regulations.

9.Technical Assistance. The warranty set forth herein shall not be enlarged, diminished or affected by, and no obligation or liability shall arise from, Siemens' rendering of technical advice, assistance, or service in connection with Customer's selection, purchase, or use of the goods furnished hereunder. Customer is not relying on Siemens' skill or judgment to select suitable goods.

10.Certified Integrated System. The Equipment is designed and certified by regulatory authorities as an integrated instrument/reagent/consumable system. Use of unapproved parts or consumables with the Equipment will void any and all warranties and all obligations of Siemens under any warranty or service contract Customer may have with Siemens.

11.Assignment. This Agreement is not assignable or transferable by Customer, in whole or in part, except with the written consent of Siemens, which will not be unreasonably withheld.

12.Disclosure Of Discounts. Customer acknowledges that discounts, rebates, credits, free goods or services, coupons or other things of value which Customer may receive from Siemens under this Agreement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). Customer agrees to file all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs.

13.Miscellaneous. (A) Siemens is willing to sell goods to Customer only in consideration of and in reliance upon the provisions contained herein limiting Siemens' exposure to liability. Such provisions constitute an essential part of the bargain underlying this purchase and sale of Equipment, and have been reflected in the purchase price and other consideration agreed upon by the parties. (B) A failure of or delay in performance shall be excused when caused by matters beyond Siemens' reasonable control. (C) This Agreement contains all the terms and conditions with respect to the sale and purchase of the Equipment named herein and no modification of this Agreement shall be of any force unless such modification is reduced to writing and signed by an authorized representative of each party. (D) If Siemens fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver or at such other time that Customer fails to perform any of Customer's obligations. (E) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF **CALIFORNIA**, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN **CALIFORNIA** FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT. ***This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.***