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Bothell, WA 98021
425-951-1200
ffss-orders@fujifilm.com
Federal Tax ID# 91-1405022

Quote: 777606
Date: 04/12/2022
Expires: 05/27/2022
Market Specialty: Hospital Surgery (General)
Freight Terms: Destination
Contract: Vizient Supply LLC - TIER 2 - 75% Commitment
Contact # : XR0433
Contract Member #: TLKF

QUOTATION

Sales Manager : Tyler Huff **Phone:** (858) 204-5813 **Email:** tyler.huff@fujifilm.com

SITE OF SERVICE: **CUSTOMER BILL TO:** **CUSTOMER SHIP TO:**

Arrowhead Regional Medical Center San Bernardino County on behalf of Arrowhead Regional Medical Center
400 N Pepper Ave Arrowhead Regional Medical Center 400 N 400 N Pepper Ave
Colton CA 92324-1801 Pepper Ave Colton, CA 92324-1801
Colton, CA 92324-1801 Colton, CA 92324-1801

ATTN: Rosa Valenzuela RN, BSN **ATTN :** Rosa Valenzuela RN, BSN **ATTN:** Rosa Valenzuela RN, BSN

Ambulatory Clinic Manager Ambulatory Clinic Manager Ambulatory Clinic Manager
909-580-2524 x 03557 909-580-2524 x 03557 909-580-2524 x 03557
valenzuer@armc.sbcounty.gov valenzuer@armc.sbcounty.gov valenzuer@armc.sbcounty.gov

USER/CONTACT

Name: Dr. Judi Ramiscal **Phone:** (909) 580-1000 **Email:** ramiscalj@armc.sbcounty.gov

Purchase of a Sonosite System includes four consecutive hours of installation provided by a Sonosite Clinical Specialist. The installation includes an overview of the product and accessories purchased, including the features, functions, user interface, and system care/maintenance. Additional system installation can be purchased separately as needed.

* Excludes Distributors, Resellers, US Government Customers (Outside the United States), and Humanitarian Programs.

Configuration - Included Items				
Item	Part Number - Description	Qty	List Per Unit	Unit Price
SONOSITE'S TECHNOLOGY DRIVEN 5 YEAR STANDARD WARRANTY COVERAGE ON SYSTEMS AND TRANSDUCERS INCLUDED (unless otherwise noted on the product line)				

1	L25553 - Sonosite PX Ultrasound System, MED ED - Core II	1	\$49,990.00	\$49,990.00
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Our MED ED program provides preferred configurations, ideal for use in training environments, to medical education, residency/fellowship and simulation centers. All systems and transducers in the MED ED program are backed by our industry-leading 5-year warranty, giving you peace of mind from knowing you'll receive dedicated support from the global leader in point-of-care ultrasound.

Sonosite PX point-of-care ultrasound system has been designed around every detail and demand of its users. With advanced image clarity aided by a new family of transducers and proprietary speckle reduction technology, it gives clinicians an unparalleled level of confidence for diagnostic and procedural applications.

The user interface combines touch panel and physical buttons, for most-used functions, to help clinicians improve efficiency, while its adaptable horizontal to vertical work surface positions allow for ideal bedside ergonomics and optimal access to patients.

- Sonosite PX includes a comprehensive set of imaging modes, measurement and calculation packages and workflow features. These include:
- 2D (B-Mode) imaging with SonoMB Multi Beam Technology improves contrast resolution; tissue differentiation of small structures and enhances border delineation
 - Color Velocity and Power Doppler imaging provides highly sensitive, simultaneous blood flow analysis on all transducers during a clinical procedure.
 - PW Doppler and CW Doppler for assessment of quantitative blood flow in Duplex imaging
 - M-Mode with timing sensitivity in order to evaluate fast moving objects
 - Auto Gain with SonoADAPT Tissue Optimization Technology provides on demand adaptive manipulation of multiple imaging parameters to reduce manual time consuming system adjustments
 - Tissue Harmonic Imaging (THI) along with our new speckle reduction algorithm significantly reduces speckle noise while enhancing tissue margins, thereby improving contrast and structural resolution
 - Auto Steep Needle Profiling enhances needle visualization with a single touch while maintaining image quality of the target and surrounding anatomy
 - Full DICOM Package providing the capability to interface with your PACS network with the complete offering of Secure DICOM capabilities for storage, worklist, storage commit, MPPS, and both Basic and Comprehensive Structured Reporting
 - 2.4 and 5GHz Wireless capabilities for transmission of images and exam information
 - Onboard worksheets for Acute Care (ACEP 2018) and Procedures including: Aorta, Appendix, Bladder, Cardiac, Deep Vein Thrombosis (DVT), eFAST, FAST, Gallbladder, Generic, Gynecology, Musculoskeletal, Obstetrics 2/3 Trimester, Obstetrics 2/3 Trimester Multiple, Obstetrics, Ocular, Renal, Soft Tissue, Thoracic, Abscess Drainage, Arterial Line, Arthrocentesis, Central Venous Line, Paracentesis, Pericardiocentesis, Peripheral Venous Line, Peritonsillar Abscess Drainage
 - Customizable worksheets are available with Sonosite Synchronicity workflow manager integration
 - Enhanced security features to protect ePHI both in transit and at rest with complex password rules support, FIPS 140-2 validated encryption algorithms, user and role based authentication and LDAP support

Your Sonosite PX MED ED Program CORE II package includes:

- Sonosite PX Ultrasound System with Stand
- P5-1 Transducer
- C5-1 Transducer
- One Customer Choice Transducer

The reliability and durability of the Sonosite PX are backed by our industry-leading 5-year warranty, giving you peace of mind from knowing you'll receive dedicated support from the global leader in point-of-care ultrasound.

2	L23119 - Transducer, C5-1	1	Included	Included
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The C5-1 transducer is a 5-1 MHz multi-frequency, broadband, curved transducer with a maximum scan depth of 30 cm. Exam types supported by the C5-1 are Abdomen, Gynecology, Lung, Nerve, Musculoskeletal, Early Obstetrics, Obstetrics, and Spine

This transducer is compatible with the optional CIVCO Infiniti Plus Needle Guide Starter Kit, C5-1 Series. Order using part number L27060.

3	L24087 - Transducer, P5-1	1	Included	Included
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The P5-1 transducer is a 5-1 MHz multi-frequency, broadband, curved transducer with a maximum scan depth of 35 cm. Exam types supported by the P5-1 are Abdomen, Cardiac, Focused Cardiac, Lung, Obstetrics, Orbital, and Trans Cranial Doppler (TCD).



4	<p>L22916 - Transducer, L12-3</p> <p>The L12-3 transducer is a 12-3 MHz multi-frequency, broadband, linear transducer with a maximum scan depth of 9 cm. Exam types supported by the L12-3 are Arterial, Breast, Carotid, Lung, Musculoskeletal, Nerve, Ophthalmic, Superficial, and Venous</p> <p>This transducer is compatible with the optional CIVCO Infiniti Plus Needle Guide Starter Kit, L12-3 Series. Order using part number L27064.</p>	1	Included	Included
5	<p>L25200 - Printer, B&W Hybrid Graphic, SONY UP-X898MD</p> <p>Sony UP-X898MD compact, medical-grade black and white hybrid printer with a USB 2.0 interface.</p>	1	\$1,100.00	\$990.00
*	<p>Sonosite Institute for Point-of-Care Ultrasound: Exclusive access to over 100 hours of education including courses, videos, webinars, quizzes, certificates and additional resources. Access ble via desktop, tablet or phone.</p>	-	Included	Included

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Quote:777606
Date: 04/12/2022
Expires: 05/27/2022
Market Specialty: Hospital Surgery (General)
Freight Terms: Destination
Contract: Vizient Supply LLC - TIER 2 - 75% Commitment
Contact # : XR0433
Contract Member #: TLKF

Quotation Acceptance Form

Arrowhead Regional Medical Center - Quote #: 777606

CUSTOMER'S AGREEMENT TO THESE PAYMENT TERMS AND ORDER TERMS AND CONDITIONS

- Customer purchasing under a GPO contract, or other mutually executed agreement with FUJIFILM Sonosite, Inc., agrees that the terms and conditions of the GPO contract indicated on this quotation, or the applicable executed agreement, together with the attached FUJIFILM Sonosite Warranty Schedule, shall govern this purchase. FUJIFILM Sonosite Inc.'s Terms and Conditions of sale are located at <https://www.fujifilm.com/us/en/terms-and-conditions/customer>
- **Tax exempt customers must supply a copy of certificate. Shipping, Handling, and any applicable Sales Taxes to be determined and added to final invoice.**
- All orders subject to credit review. Upon acceptance by Customer and by FUJIFILM Sonosite this Quotation will become a binding Sales Agreement whereby the Customer orders, and whereby FUJIFILM Sonosite agrees to deliver, the above Products and Services in accordance with and subject to the terms, conditions and other provisions of this Sales Agreement.
**Applicable Sales Tax, Shipping & Handling charges are the responsibility of the customer. For non-exempt orders, sales tax will be charged at the rates in effect for your state at the time of shipment and will be adjusted accordingly.

Notes to Customer:

- MEDICAL EDUCATION PROGRAM: These quotations, and the prices offered herein, are valid exclusively for sales conducted under the FUJIFILM Sonosite MED ED Program. The prices offered in this quotation are not valid, and cannot be used as a reference for purchase of SonoSite products outside of the MED ED Program. Systems intended for Education Use Only (will be labeled accordingly).

Quotation Pricing

Total List Price: \$51,090.00
Subtotal: \$50,980.00
****Shipping/Handling:** \$0.00
****Estimated Sales Tax:** TBD
Quotation Total: \$50,980.00

Please sign and return along with your payment option, P.O. and any needed attachment by emailing ffss-orders@fujifilm.com

Please Reference the above quote # on P.O. to expedite order processing.

Customer Information (Please Complete)

Print Name: Michelle Churchill

Signature: Michelle Churchill

Partial Ship OK Initial here: _____

Account Payable Contact: _____

Phone# _____

FUJIFILM SONOSITE WARRANTY SCHEDULE

1. Scope and Duration of Warranties

Table 1 (subject to all terms and conditions of the FFSS Warranty Schedule)

Covered Product	Standard Warranty Term	Covered Product	Standard Warranty Term
<u>Newly Manufactured</u>		<u>Remanufactured</u>	
A Sonosite LX (including stands, clinical monitors and stand heads)	5 years	M SII Series, M-Turbo, EDGE, EDGE II ultrasound systems, X-Porte ultrasound kiosks, Vevo MD, and remanufactured transducers for such systems, except as separately listed in this table.	1 year
B SII Series, M-Turbo (excluding M-Turbo c), and EDGE II, and Sonosite PX (including Sonosite PX stand head) ultrasound systems.	5 years	N TEE transducers (including T8-3)	90 days
C X-Porte ultrasound kiosks (including stands, clinical monitors, control panels and triple transducer connects)	5 years	O <u>Reconditioned & AS IS (Non-Demonstration) Systems</u> S Series, M-Turbo, EDGE ultrasound systems except as separately listed in this table.	1 Year
D Transducers for the systems in (A), (B), (C) and (G), except as separately listed in this table.	5 years		
E iViz v. 1.2 ultrasound systems and transducers	3 years		
iViz v. 1.0/1.1.2 ultrasound systems and transducers	1 years		
F L52 Transducers	2 years		
G M-Turbo c ultrasound systems	1 year		
H FC1 ultrasound system and transducers.	1 year		
I T8-3, TEE, D2, SLA, and C8 transducers.	1 year		
J NanoMaxx transducers.	1 year		
K Stands, batteries, monitors, and other accessories for: (B), (E), (G), and (H) which carry the FFSS label, Sonosite PX and LX system and stand batteries, and the X-Porte battery set.	1 year		
L Vevo MD (including stands, clinical monitors, control panels); transducers for VEVO MD (except as separately listed in this table); Connectivity Products for VEVO MD (including inviCRO iPACS Software); monitors and other accessories for VEVO MD which carry the FFSS and/or VisualSonics label	1 year		
		<u>Other Products and Accessories</u>	
		P Connectivity Products, including SiteLink and Sonosite Patient Data Archiver Software.	90 days
		Q Spare parts, add-ons, non-software upgrade packages and factory-rebuild sub-assemblies	90 days (see section 1.6(b)(2))
		R Third party products	See Section 1.2 of this Warranty Schedule.

FUJIFILM SONOSITE WARRANTY SCHEDULE

1.1 Newly Manufactured Products. For purposes of this Warranty Schedule, “newly manufactured” Products include ex-demo equipment purchased directly from a FFSS sales representative and equipment that may include refurbished components subject to the same quality standards as new Products, except as otherwise noted on the quotation provided to Customer.

1.2 Third Party Products. FFSS does not provide a warranty or warranty service for Products that are manufactured or developed, or licensed to FFSS, by a third party and do not carry the FFSS label, even if such Products are sold and distributed by FFSS, including without limitation, Tricefy™ products, and related accessories. All warranty terms (if any) for such Products are provided by the third party manufacturer, developer, or licensor, and are governed by documentation provided by such manufacturer, developer or licensor, as applicable, and included with the shipment to Customer.

Tricefy is a trademark of Trice Imaging, Inc.

1.3 Product Warranties. (a) FFSS warrants to Customer that it will repair or replace each Covered Product during its applicable warranty period if not free from defects in materials and manufacture or operating in all material respects in accordance with the functional specifications in the user guide provided by FFSS with the Covered Product, as modified by any written updates subsequently made available by FFSS. FFSS may repair Covered Products or their components using new or refurbished parts subject to the same quality standards as new Products. This warranty is made to Customer only and may be extended to one subsequent purchaser of the Covered Product **only**, and only if the following conditions are met: (i) Customer has provided FFSS (to the attention of the FFSS Service and/or Sales Support Dept.) with advance written notice of such transfer and FFSS has not objected to such transferee within fifteen (15) days after receiving the written notice, and (ii) the transferee is a qualified medical professional. Failure of either of the foregoing conditions shall render the attempted extension of warranty void.

(b) The foregoing warranty does not apply to Sonosite Patient Data Archiver Software (“SPDAS”), or other FFSS software products including Updates. FFSS warrants that for a period of ninety (90) days from the date of delivery by FFSS, the media on which the SPDAS or other FFSS software is furnished will be free from material defects in workmanship and material. This warranty is conditioned upon FFSS’ receipt of written notice of a defect prior to the end of the warranty period. Upon receipt of timely notice, FFSS will promptly replace such media at no additional charge to Customer. Replacement of the media is Customer’s sole remedy and FFSS’ sole obligation under this warranty. This warranty and FFSS’s obligations hereunder shall terminate immediately and without notice if the SPDAS is (i) subjected to misuse, alteration, improper installation or improper storage, (ii) used in a manner or configuration other than as specified in the user manual or other documentation provided by FFSS, or (iii) damaged or destroyed by any cause beyond FFSS’ reasonable control. During the ninety (90) day warranty period, FFSS will provide remote service support to Customer for installation and setup of SPDAS or other FFSS software.

(c) Software Updates and Upgrades. “Updates” are defined as modifications to software features or functionality beyond those existing in a Product at its time of sale, and which are required to: improve existing functionality, address the health or safety of users or patients, or are required by law. Updates are made available hereunder to the Customer, at no additional charge via electronic download or USB flash drive, during the life of the Product’s continued sale or service by FFSS. “Upgrades” include software releases with new or additional features and functions, which are not Updates. Upgrades, upon release, will be made available for purchase by the Customer. Additional hardware or modifications of currently existing hardware required for Upgrades, along with associated training, if any, will be made available by Seller at an additional charge to Customer.

1.4 Warranty Period. The warranty period for all Covered Products is set forth in Table 1 and limited in accordance with Sections 1.5, 1.6 and 2 (Exclusive Warranty Remedies, Warranty Types, and Warranty Exclusions) below. The initial warranty period begins on the date that FFSS ships the Covered Product. The warranty period for any replacement product or component or repair to a Covered Product furnished to Customer as a warranty remedy will be the longer of: the unexpired portion of the warranty period applicable to the repaired, adjusted or replaced Covered Product, or ninety (90) days. If Customer has uptraded trade-in equipment that is covered by a SonoProtect or earlier FFSS Standard Protection Extended Warranty, Total Coverage Protection, Extended Total Coverage Protection or Service Level Agreement (SLA) (as defined in Section 1.6 below), the applicable warranty shall apply to the new Covered Product purchased by Customer for the remainder of the initial Total Coverage or Extended Warranty period. SonoProtect is a trademark and registered trademark of FUJIFILM Sonosite, Inc. in various jurisdictions.

1.5 Exclusive Warranty Remedies: In the event of a breach of warranty of a Covered Product, Customer must notify FFSS in writing within a reasonable time and in no event more than thirty (30) days after the discovery of the breach. Upon such timely notice, FFSS will, at FFSS’ option, repair, adjust or replace (with new or exchanged replacement systems or parts) the non-conforming Covered Product. If FFSS determines that such repair, adjustment or replacement cannot occur despite its reasonable efforts, then FFSS may elect to refund to Customer the amount paid by Customer for the Covered Product in exchange for such Covered Product in full satisfaction of FFSS’s obligations under this Warranty Schedule. **THE REMEDY SELECTED BY FUJIFILM SONOSITE, INC. IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF CUSTOMER FOR ANY BREACH OF WARRANTY.**

Warranty service will be performed during FFSS’ normal business hours (Monday to Friday, 5 a.m. – 5 p.m. (Pacific Time), excluding holidays).

1.6 Warranty Types

(a) Standard Warranty: For all Covered Products within the warranty period, except for X-Porte and VEVO MD, FFSS will provide warranty service at FFSS authorized service locations. To obtain warranty service, Customer must deliver the affected Covered Product to the authorized service location (at FFSS’ expense).

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FUJIFILM SONOSITE WARRANTY SCHEDULE

1. For X-Porte, the warranty service will be performed by means of in-field service repairs by FUJIFILM Medical Systems U.S.A., Inc. service personnel or authorized subcontractors, and/or by replacement of X-Porte modules delivered via overnight delivery to a U.S. Customer address only (where such service is available).
2. For VEVO MD, the warranty service will be performed by means of in-field service repairs by FFSS service personnel or authorized subcontractors, and/or by replacement of Vevo MD modules delivered via overnight delivery to a U.S. Customer address only (where such service is available).
3. FFSS will also provide replacement products of equivalent or better condition or loaner products delivered via overnight delivery to a U.S. address only (where such service is available), to be used by Customer during warranty service, solely for the Covered Products listed in Table 1 - A, B, D – K, and M - Q (excluding X-Porte and VEVO MD systems).

(b) Standard Warranty Period for products that carry the FFSS label. As described in Table 1, subject to the following:

For Spare parts, add-ons, non-software upgrade packages and factory-rebuilt sub-assemblies:

- (1) ninety (90) days from the date such items are delivered; or
- (2) in the case of a warranty repair or replacement, the preceding ninety (90) day period or the unexpired Standard Warranty period for the original Covered Product, whichever is longer.

(c) SonoProtect Total Coverage Protection for products that carry the FFSS label: For an additional charge, in addition to the Standard Warranty, FFSS will also provide the following enhanced warranty services for the Covered Products listed in Table 1 - A - D, G, H, J, M, O. Total Coverage Protection is not available for iLook, 180 PLUS/ELITE, Titan or MicroMaxx systems, P11x, TEE, D2, SLA, L52, C8, SLT or LAP transducers, or other Covered Products except as expressly set forth above, or in certain countries outside the U.S. and Canada. Please contact your FFSS sales representative for details of SonoProtect Total Coverage Protection availability in your area.

(1) Notwithstanding Section 2 (Warranty Exclusions), SonoProtect Total Coverage Protection will cover repair or replacement of Covered Products damaged by accidental mishandling, vandalism, or disaster, provided that: (A) for the iViz System and Transducer, no single system or transducer will be repaired or replaced more than once during the duration of this SonoProtect Total Coverage Protection (including extensions of the Standard Warranty Period); and (B) for all other Covered Products, no single system or transducer will be repaired or replaced more than twice during the duration of this Total Coverage Protection (including extensions of the Standard Warranty Period).

(2) FFSS will provide loaner products, via overnight delivery where available, to be used while Total Coverage Protection service is being performed. Loaner products are not available for X-Porte and iViz.

(3) SonoProtect Total Coverage Protection Warranty Period:

- (A) Covered Products set forth in Table 1, A-D: Five-year term (same as initial Standard Warranty Period), or one (1) year extensions of the Standard Warranty
- (B) Other Covered Products set forth in Table 1, E, G, H, J, M, O.

(d) Extended Warranties for products that carry the FFSS label

(1) SonoProtect Standard Protection Extended Warranty: extends Standard Warranty by one (1) year increments, effective from the last day of the then-current warranty period, up to a maximum warranty coverage period of eight (8) years from the original ship date for Covered Products set forth in Table 1, A-D, five (5) years from the original Product ship date for Covered Products set forth in Table 1 M (excluding Vevo MD) and O, three (3) years from original product ship date for FC1 (Table 1, H), and five (5) years from original product ship date for iViz (Table 1, E). This extended warranty is not available for iLook, 180PLUS/ELITE, Titan or MicroMaxx systems, for P11x, D2, L52, C8, SLT, LAP, SLA or TEE transducers, or Other Covered Products except as expressly provided above.

(2) SonoProtect Extended Total Coverage Protection: extends existing SonoProtect Total Coverage Protection by one (1) year increments, effective from the last day of the then-current warranty period, up to a maximum coverage period of eight (8) years from the original Product factory ship date for Covered Products set forth in Table 1, A-D and five (5) years from the original Product factory ship date for Covered Products set forth on Table 1 M (excluding Vevo MD) and O, three (3) years from original product ship date for FC1 (Table 1, H), and five (5) years from original product ship date for iViz (Table 1, E). SonoProtect Extended Total Coverage Protection is not available for iLook, 180 PLUS/ELITE, Titan or MicroMaxx systems, P11x, TEE, D2, SLA, L52, C8, SLT or LAP transducers, or other Covered Products except as expressly provided above. SonoProtect Extended Total Coverage Protection runs concurrently with Standard Protection Extended Warranty Coverage.

(e) Service Level Agreement for VEVO MD (SLA).

1. Preventative Maintenance Service Level Agreement: 12 month coverage for parts, labor, and travel for maintenance of VEVO MD products including transducers. One (1) preventative maintenance visit is provided within the 12 month coverage period. Response time for

FUJIFILM SONOSITE WARRANTY SCHEDULE

Customer inquiries to FFSS' service call center is within 24 hours. Telephone and email-based technical and application support is provided 5 days/week, 9am – 5pm EST. Travel and overtime labor is included, if required.

2. Parts and Transducer Service Level Agreement Provides 12-month coverage for transducers and Vevo MD System and accessories. Preventative maintenance visits, on-site service visits, travel and overtime, if required, are not included in this SLA. Telephone and email-based technical and application support is provided 5 days/week, 9am – 5pm EST in North America or Amsterdam time in Europe.

(f) Services Warranty: FFSS warrants that the repair services rendered in satisfaction of the warranties described in this Warranty Schedule will be performed by qualified personnel in a professional manner. This warranty shall not be deemed to extend the warranty period for any Covered Product.

(g) Customer Responsibilities for Product Return:

- (1) To obtain warranty service, Customer must deliver the Covered Product, excluding X-Porte and VEVO MD, to the authorized service location (at FFSS' expense). Title to and the risk of loss, damage or casualty to the Covered Product remains with Customer until delivery to the service location. FFSS' Terms and Conditions of Sale or, if Customer has purchased the original Covered Products under a GPO or IHN agreement, the terms of such agreement, govern the return of repaired or replaced Covered Products to the Customer. With respect to X-Porte and VEVO MD, warranty service shall be performed as set forth in Subsection 1.6(a) of this Warranty Schedule.
- (2) Prior to Customer's return of any item to FFSS where such item has been exposed to pathogens as recognized by the United Nations World Health Organization (WHO), International Association of National Public Health Institute, Centers for Disease Control and Prevention; Customer must: (i) provide advance written notification in advance to FUJIFILM SonoSite, Inc., (ii) fully decontaminate all products before packaging, and (iii) label all boxes in accordance with biohazard transportation regulations outlined by the WHO.
- (3) Customer must back up all patient data stored on a Covered Product and remove it from such system prior to shipment to FFSS. Customer must also back up user presets (if system allows). Prior to shipment of system to FFSS, FFSS recommends Customers perform a "Power Zero Reset", which will remove Electronic Protected Health Information (ePHI) and configurations settings on the system. Customers should refer to the product instruction manual or contact Technical Support for details to perform a Power Zero Reset. Notwithstanding the foregoing, FFSS will perform a Power Zero Reset upon receipt of such system, and is not responsible for any loss of stored data that may occur while Covered Products are being repaired.
- (4) FFSS may provide either advanced replacement or loaner equipment as a result of service events. Loaner equipment remains at all times property of FFSS and must be returned by Customer to FFSS promptly upon the Customer's receipt of advanced replacement or repaired equipment. Customer shall not transfer the care or custody of the loaner equipment or otherwise encumber FFSS' ownership rights therein. While in possession of the loaner equipment, Customer is solely responsible for its proper care, and shall be liable for any loss or damage, normal wear and tear excepted. If Customer's equipment is replaced by FFSS, Customer shall return its original equipment to FFSS immediately upon receipt of replacement. If loaner equipment is provided by FFSS, such equipment will be returned by the Customer immediately upon the Customer's receipt of repaired equipment. Failure to do so may result in reporting of the applicable value of the retained replacement and/or loaner equipment to government agencies under federal and state laws. Failure to ship the replaced (non-conforming) or loaner equipment to FFSS within twenty-one (21) days of Customer's receipt of replaced or its own repaired equipment may result in invoicing of Customer for the fair market value of the loaned or replaced equipment. As a result of unreturned equipment, the Customer's account may also be placed on a service and/or credit hold until the issue is resolved. Customer acknowledges and agrees that any shipment delays due to unpaid customer invoices, including those for unreturned equipment, shall not be deemed a warranty violation.

2. Warranty Exclusions

FFSS' warranties set forth herein do not cover:

(a) Any defect or deficiency of a Covered Product that results, in whole or in part, from: (1) failure to operate, maintain or store the Covered Product in accordance with applicable specifications, instructions and manuals; (2) the dismantling, repair or alteration of the Covered Product by unauthorized personnel; or (3) abuse, negligence, or intentional damage of the Covered Product, including a pattern of repeated failure that is indicative of abuse.

(b) ¹ Damage to or malfunction of transducers due in whole or in part to: (1) disinfecting or sterilizing incorrectly without the FFSS protective connector box or with chemicals not recommended by FFSS; (2) patient bite marks or holes; (3) pinched endoscopes; or (4) discoloration or chemical breakdown of transducer. NOTE: Accidental mishandling of FFSS manufactured transducers may be covered under the Standard Warranty if available in your area and so noted on your quotation. Accidental mishandling coverage does not apply to the following transducers: P11x, TEE, D2, SLA, C8, SLT, LAP, iViz transducers, or Standard Warranties of transducers for veterinary use. Accidental mishandling coverage will only apply to transducers for veterinary use

¹ Discoloration of systems, transducers or other Covered Products may occur with the use of disinfectant wipes/products. The use of disinfectant products with any transducer may not void this warranty, however, if discoloration occurs, and is the sole indication for repair or replacement of the affected Covered Product, repair or replacement of such product will not be covered by the applicable warranty. Please refer to the Disinfectants for SonoSite Products document on www.sonosite.com.

FUJIFILM SONOSITE WARRANTY SCHEDULE

if they are covered under purchased SonoProtect Total Coverage Protection. Please contact your FFSS sales representative for details of covered countries.

(c) Covered Products that are used outside the United States or Canada, unless an alternative location is approved in advance by FFSS.

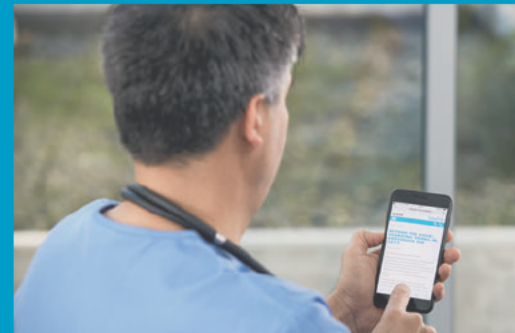
(d) Covered Products that are subjected to theft, vandalism or disasters such as flood, fire or war (except as expressly provided under applicable Total Coverage Protection).

To the extent there is any conflict between the terms of this Warranty Schedule and any other documentation or statements provided by FFSS, the terms of this Warranty Schedule will prevail.



CREATING THE FUTURE OF ULTRASOUND TOGETHER

No other ultrasound company is as dedicated to empowering and educating medical professionals about point-of-care ultrasound. Our in-person and online education options can help you jump-start your point-of-care practice with renewed confidence through dedicated training.



SONOSITE INSTITUTE

The SonoSite Institute for Point-of-Care Ultrasound is an exclusive, web-based education portal for SonoSite customers. Take advantage of tools and resources that can help you become a more efficient provider. Deep dive into topics such as central line placement, eFAST exams, or nerve blocks for opioid avoidance. **Available only to SonoSite customers.**

- Learn on any web-enabled device, anywhere, any time
- Specialty-specific courses with built-in quizzes
- Physician-developed on-demand webinars and course content

WWW.SONOSITEINSTITUTE.COM



SONOSITE WEBSITE

The SonoSite website is a source for information about the company, products, sales, support, contact information and additional ultrasound educational solutions.

WWW.SONOSITE.COM



VIDEO

The SonoSite YouTube Channel is an online library of educational videos focusing on point-of-care diagnostic ultrasound and procedure guidance. Gain access to a vast array of ultrasound applications with examples from clinicians and hospital systems.

WWW.YOUTUBE.COM/SONOSITE



WEBINARS

SonoSite offers point-of-care ultrasound expert and physician-led webinars in a variety of medical specialties focusing on trending applications, best practices, exams and procedures.



SONOACCESS

SonoAccess mobile app provides point-of-care ultrasound education at your fingertips. The app for Mac OS and Android gives you instant anywhere, any time access to clinical education content, product guides, how-to videos, clinical images and reference guides for point-of-care ultrasound. Choose from more than thirteen clinical specialties to personalize your experience and download content.



PARTNER HANDS-ON TRAINING

Experience the latest SonoSite point-of-care ultrasound solutions at industry conferences, meetings and workshops worldwide. Improve your clinical ultrasound skills at hands-on professional training programs.



VISUAL MEDICINE WORKSHOPS

Boost your confidence with point-of-care ultrasound training. SonoSite introductory and intermediate Visual Medicine Workshops offer training in diagnostics, procedures and best practices. Led by point-of-care experts and physicians, hands-on instruction using the latest in ultrasound technology helps you to hone your diagnostic and procedural ultrasound skills.

TERMS AND CONDITIONS

Providing goods and/or services pursuant to this Purchase Order reflects Vendor's acknowledgment of, and agreement to be bound by, the following Terms and Conditions:

1. **INVOICES:** Submit invoices in duplicate to billing address as shown on the front of the purchase order. Invoice each purchase order separately. Items on this purchase order must not be billed with those on other purchase orders. No charge for packing or drayage will be allowed except when specified on order and evidenced by a copy of the freight bill attached to the invoice. A freight bill WJ.I.U accompany invoices whenever freight charges are prepaid and added to the invoice. Purchase order number and consignee must be clearly shown on all invoices, shipping documents, shipments, correspondence, and related papers.
2. **PAYMENTS:** Payments shall be made, upon submission of itemized invoices in duplicate of the prices stipulated, for supplies delivered and accepted or service rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made when authorized in writing by the Purchasing Agent. If for any reason, an over-payment is made, we require prompt refund via your properly referenced check, in order that we can expedite clearing of the overpayment through our accounting system.
3. **DEFICIT REDUCTION ACT OF 2005, SECTION 6032 IMPLEMENTATION:** As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program (#Medi-Cal"), providers must comply with the False Claims Act Employee Training and Policy Requirements in 1902 (A) of the Social Security Act (42 USC 1396 (A) (68)), set forth in that subsection and as the Federal Secretary of Health and Human Services may specify.
4. **INSPECTION:** All materials and workmanship are subject to inspection and test by the County for compliance with specifications as included herein. In the event articles or services are defective or not in conformity with this order, the County shall have the right either to reject the items or require correction. Defective articles or services shall be removed from the County premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor of responsibility for compliance with specifications. Final acceptance shall be conclusive except as to latent defects, fraud, or such gross mistakes as amount to fraud.
5. **RESPONSIBILITY:** Unless otherwise specified, the Vendor shall be responsible for all items covered by this purchase order until delivered to the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.
6. **CHANGES:** This purchase order may, at any time, by written order, be changed as to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangements, terms, or any other matters affecting a valid order. In the event such change causes an increase or decrease in cost of performance hereunder, an equitable adjustment will be made for the cost, subject to the written approval of the Purchasing Agent. No change or other modification to this purchase order, by invoice, shipping documents or other communication, shall be binding upon the Purchasing Agent unless accepted in writing.
7. **VARIATIONS-QUANTITIES:** No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except pursuant to written change order so authorizing, and no change in cost shall be valid unless so ordered.
8. **TERMINATION:** This purchase order may be terminated in whole or in any part at any time by written notice to Vendor. Such termination shall be effective in the quantity, manner, and time specified in such notice and the County shall be liable at the stipulated price for only such materials and/or services as have been delivered, and/or rendered and accepted. The County shall not be liable for any excess costs arising out of such termination, and failure of the Vendor to cease delivery and/or work upon receipt of termination notice shall not occasion a claim for extra costs.
9. **LIABILITY:** The County shall not be responsible for any damages that may be claimed by reason of death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees, or for damage to any property of the Vendor or that may arise or result at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, proximately, by reason of, or in the course of carrying out this purchase order. The Vendor shall assume full responsibility for the result of any claim arising under this purchase order, and the Vendor shall indemnify, defend, and hold harmless the County, all officers and employees thereof, from all damages, costs, or expenses, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this purchase order.
10. **DELAYS-DAMAGES:** In the event the Vendor fails to perform this purchase order within the time specified, if any, or a reasonable time after placement of the order, the Purchasing Agent may, by written notice, order the Vendor to cease further deliveries and may hold the Vendor liable for any damage caused the County by reason of such delay. Periods of performance may be extended if the facts as to the cause of the delay justify such extension in the opinion of the Purchasing Agent.
11. **COMPLIANCE:** The articles covered by this purchase order or contract must conform to safety orders of OSHA, CALOSHA, and/or NIOSHA and applicable Safety Data Sheets.
12. **ELECTRONIC FUNDS TRANSFERS:** Vendor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.

13. **CONTRACTOR'S LICENSE:** Unless otherwise qualified, Vendor agrees for the period of any agreement formulated that a total price more than \$500.00 for any public work requires an active Contractor's License Number. It is the Vendor's responsibility to make sure that their license is active, valid and on file with the department to which the services are being provided. If Contractor is not licensed as required, Contractor will not be paid for any work performed in violation of this requirement.

14. **INSURANCE:** County self-insures goods upon title of goods being transferred to County. Prior to commencement of work, Certificates of Insurance shall be delivered and approved by the County Department to which products or services are being provided. Commencement of work prior to delivery and approval of Certificates of Insurance shall not act as a waiver of the Terms and Conditions attached hereto and may be treated as a material breach of this agreement. The required insurance policies shall have coverage limits of at least \$1,000,000.00 per claim or occurrence and a \$2,000,000.00 general aggregate. Additional or other insurance may be required by addendum.

15. **PREVAILING WAGE:** Where labor is required for public works as part of any requirements covered by this purchase order and as such is defined by the California Labor Code, Vendor shall pay no less than the applicable prevailing wages specified.

16. **COMPLIANCE WITH LAWS:** Vendor shall fully comply with all applicable provisions of federal, state and local laws, rules and regulations, and Vendor agrees to hold the County, its agents, officers and employees harmless from any and all liability, costs, including, but not limited to attorney's fees and damages resulting from failure of compliance.

17. **NONDISCRIMINATION:** By acceptance of this purchase order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all anti-discrimination laws of the United States and the State of California. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, disability or sex. If the County finds that the above provisions have been violated, the same shall constitute a material breach of contract and the County through the Purchasing Agent may determine to cancel, terminate or suspend the purchase order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the purchase order, the County shall at its option and in lieu of cancellation, termination or suspension of this purchase order, be entitled to liquidated damages pursuant to California Civil Code section 1671 of the greater of ten percent (10%) of the purchase order amount or One Thousand Dollars (\$1000).

18. **GOVERNING LAW AND VENUE:** This purchase order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this purchase order, and further agrees and consents that venue for any action shall be exclusively in the County of San Bernardino, California.

19. **ASSIGNMENT AND DELEGATION:** Vendor shall not assign its rights or delegate its duties under this purchase order without County's prior written authorization and any assignment or delegation without such authorization shall be null and void and shall constitute a material breach of this purchase order. The Purchasing Agent may immediately cancel or terminate the purchase order.

20. **MOST FAVORED CUSTOMER:** Vendor represents that the prices charged the County in this purchase order do not exceed existing selling prices to other customers for the same or substantially similar articles or services for comparable quantities under similar terms and conditions.

21. **COVENANT AGAINST GRATUITIES:** The offering of gifts, excluding token gifts of a promotional or advertising nature, or gratuities by the Vendor or any agent or representative of the Vendor is strictly prohibited. The Vendor warrants that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the County with a view toward securing this purchase order or favorable treatment with respect to any determination concerning this.