

**Quotation: 0196536**

Date: 7/16/20



ABBOTT  
 HUBBARD  
 IMA  
 Milling  
 RUSCH  
 WECK

**Customer/ Buyer:**

**County of San Bernardino on behalf of**  
 Arrowhead Regional Medical Center  
 400 North Pepper Avenue  
 Colton, CA 92324-1819  
 Attn: Opal Dy  
 Email: osdccm@mac.com

Teleflex LLC  
 Cardiac Care  
 16 Elizabeth Drive  
 Chelmsford, MA 01824  
 978-250-5100  
 Toll-free: 800-343-3297  
 24-hr. Customer Support:  
 800-447-6961  
 Fax: 978-250-5105

**Sales Rep:**

Keith Hocking  
 keith.hocking@teleflex.com

**PO Remittance:**

Teleflex Funding LLC  
 PO Box 936729  
 Atlanta, GA 31193-6729  
 Email to: specialtycontracts@teleflex.com

**Terms:**

Net 30 Days  
 FOB Shipping Point  
 Freight Prepaid and  
 Added to Invoice

**OFFER VALID THROUGH October 14, 2020**

#	Catalog #	Sales Org	Product Description	Unit Price	Sales Price	Qty	Extended Price
1	IAP-0700		AC3 Optimus™ Intra-Aortic Balloon Pump System with FiberOptix capability; Portable Modular System for in-hospital and transport use. Each system includes AutoPilot™ operational mode, WAVE® timing algorithm, a removable high resolution color touchscreen.  Also includes a dual channel multi-parameter strip chart recorder with one (1) box of chart paper (10 rolls), 5-lead ECG cable and cable for interfacing to remote monitors and arterial pressure. Pre-amplifier with cables for interfacing to remote monitors.  Configuration also includes operator's manual, four (4) disposable helium tanks, accessory bag, dual hanger IV pole, initial on-site clinical in-service training, and one (1) year manufacturer's warranty.	\$90,000.00	\$61,450.00	3	\$184,350.00
2	IAA-01004		AC3 Series Pak	\$370.00	\$0.00	3	\$0.00
3	IAA-00175		IV POLE	\$647.00	\$0.00	3	\$0.00
4	IAT-CE32		INSTALLATION TRAINING PKG	\$8,250.00	\$0.00	1	\$0.00
5	IAT-CE33		ANNUAL TRAINING PACKAGE	\$5,500.00	\$0.00	1	\$0.00
6	AC3_BIOMED_EW		AC3 BIOMED POS EXTENDED WARRANTY *MULTI-YEAR DISCOUNT(10%): <b>AC3 BIOMED POS EXTENDED WARRANTY 3 YEAR TOTAL:</b>	\$1,980.00	\$1,880.00	9	\$16,920.00 -\$1,692.00 <b>\$15,228.00</b>
7	AC3_BM_TRAIN_POS		AC3 BIOMED TRAINING POINT OF SALE	\$9,200.00	\$9,100.00	1	\$9,100.00
			Subtotal				\$208,678.00
8			Sales Tax		7.75%		\$16,172.55

Total	\$224,850.55
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1. All orders are subject to acceptance in writing by Teleflex LLC, Chelmsford, MA
2. IMPORTANT-NOTE TERMS AND CONDITIONS ARE ATTACHED (1) GENERAL TERMS AND CONDITIONS OF SALE, (2) PROGRAM TERMS AND CONDITIONS.
3. One (1) full year service warranty included on equipment.

Jan E. Thomas 9/11/20  
For Arrow Interventional

Jan E. Thomas 9/11/20  
For Teleflex

Quotation Accepted and Approved  
By Customer/Buyer - County of San Bernardino on behalf of  
Arrowhead Regional Medical Center

Date

Purchase Order

Please send any Purchase Orders to  
Keith Hocking at [keith.hocking@teleflex.com](mailto:keith.hocking@teleflex.com) and  
Specialty Contracts at  
[specialtycontracts@teleflex.com](mailto:specialtycontracts@teleflex.com)

## GENERAL TERMS AND CONDITIONS OF SALE (United States)

Teleflex LLC is a Delaware limited liability company with its principal place of business at 3015 Carrington Mill Blvd., Morrisville, North Carolina 27560, USA ("Teleflex"). All entities purchasing products from Teleflex are referred to herein as "Buyer".

**1. Contract.** These terms and conditions will apply to all sales of products by Teleflex to Buyer(s). Teleflex's acceptance of Buyer's purchase order is expressly limited to the terms and conditions contained herein and any provisions of Buyer's purchase order which are consistent with the terms and conditions contained herein. Any and all other terms and conditions proposed by Buyer are objected to and rejected by Teleflex. Acceptance of products from Teleflex by Buyer shall be deemed to be an acceptance of these terms and conditions. Notwithstanding the foregoing, if at the time of Buyer's purchase of products there is in effect a supply, purchasing or distributorship agreement between Teleflex and Buyer, any of these terms and conditions which are inconsistent with the provisions of such supply, purchasing or distributorship agreement shall be ineffective and the provisions of such supply, purchasing or distributorship agreement shall control.

**2. Purchasing Account Acceptance.** Buyer must establish a valid purchasing account with Teleflex prior to purchase order acceptance. If Buyer seeks open credit terms with Teleflex, Buyer must provide all requested information included in Teleflex's credit application. Teleflex is not responsible, nor offers any remedy to Buyer, for delays in order fulfillment due to Buyer delay in providing incomplete or incorrect information on their submitted credit application. Any change to Buyer's purchasing account information, or addition of shipping facility locations, must be submitted in writing prior to Teleflex implementation of this change for subsequent purchase orders placed.

**3. Payment Terms.** Except as otherwise specified to Buyer, the terms of payment for each order of Buyer shall be net thirty (30) days from date of invoice.

**4. Methods of Payment.** Teleflex accepts payment via open credit terms (if extended by Teleflex), or payment in advance with a cleared company check or pre-authorized credit card. Teleflex accepts Visa, MasterCard and American Express credit cards.

**5. Purchase Order Acceptance.** Teleflex accepts Buyer purchase orders via telephone, fax, email and EDI. EDI connections must be requested in writing and accepted linkage made prior to acceptance of Buyer purchase orders via EDI. Purchase orders are recognized and order placement confirmed by Teleflex within twenty-four (24) hours of the receipt of Buyer purchase order.

**6. Purchase Order Cancellations.** Teleflex allows Buyer the ability to cancel all or part of their purchase order, excluding any products already in the process of delivery, and products made to order, customized or repaired for

Buyer. All purchase order cancellation requests must be communicated to, and confirmed by, Teleflex prior to being accepted as cancelled. Teleflex offers no remedy to Buyer for purchase order discrepancies caused by requested order cancellations that do not comply with provisions for order cancellation contained herein.

**7. Shipping.** Products will be shipped as FOB Origin, with risk of loss or damage passing to Buyer at Teleflex's shipping point. Teleflex will not fill orders with requested shipment directly to patients, any residential address or any temporary or mobile site (e.g., hotel, construction site, storage unit). All shipment locations must have Buyer staff on hand to accept and sign for delivered product during normal business hours. All applicable shipping charges are the responsibility of Buyer and will be prepaid by Teleflex and invoiced to Buyer or paid directly by Buyer.

**7a. Standard Freight Terms.** Teleflex will make all shipments of products via preferred standard ground service carriers with charges prepaid and invoiced to Buyer, subject to the terms and conditions of Teleflex's Value Ship Program, which are set forth at <https://www.teleflex.com/usa/services/value-ship/>, unless Buyer elects Collect terms pursuant to Section 7b hereof. Buyer is responsible for all applicable freight upgrades, including but not limited to, any special level of service, handling, packaging or freight charges, liftgate service, inside delivery, special packaging requirements or special delivery appointments, requested by Buyer.

**7b. Third-Party Freight Payment.** Buyers electing to participate in a third-party freight program can have applicable freight charges billed to their preferred third-party freight collect account. To opt out of Teleflex's Value Ship Program, Buyer must send written request of its election to Teleflex at [cs@teleflex.com](mailto:cs@teleflex.com) no later than ten (10) business days prior to expectation of implementation of this service to Buyer. As part of this written request, Buyer must provide to Teleflex its designation of a qualified carrier, applicable billing information and collect account number(s), per facility location to be added to this program, and any other special instructions associated with the third-party freight program. In the event of such election Buyer's account will be changed to Collect, and shipments will instead be subject to the fees and charges imposed by such carrier. Notwithstanding the foregoing, Teleflex reserves the right to change the terms applicable to Collect shipments to Prepaid and Add (using the list rates from the carrier selected by Teleflex at the time of shipment) in the event that any applicable shipment is not collected within twenty-four (24) hours of contacting Buyer's designated carrier for pickup or the designated carrier fails to provide sufficient capacity for Buyer's order volume or the requisite

transportation equipment (i.e., trailers, cargo containers). Teleflex shall not be liable for any disputed freight charged incorrectly, if Buyer does not comply with provisions herein.

**7c. Expedited Orders.** Expedited orders are only processed at the specific request of Buyer, and when Buyer is specifically requesting at the time of ordering. Buyer's request for expedited orders must be received by 5pm eastern time and include the exact level of service required for the delivery (e.g., Second Day, Overnight, Overnight Early AM) and a location with a valid address to which the designated carrier can deliver. Expedited orders are not eligible for free freight of any type, and Buyer is responsible for all freight charges as prepaid and added to the invoice, or through provision of a third party collect account number. Teleflex is not liable for the reliability or outcome of expedite requests, nor will offer Buyer any remedy, due to carrier error, carrier delay, Acts of God, or any other situations outlined in Section 8 hereof.

**7d. Other.** Shipment of products is subject to availability of Teleflex's inventory. Standard orders are typically shipped within two (2) to four (4) business days once a purchase order is received. Teleflex reserves the right to fill orders with one or more shipments. Notification of short shipments and other shipping discrepancies must be reported to Teleflex Customer Service within seven (7) business days of signed receipt of order. Upon receipt of shipment, all products should be unpacked and inspected and any damage noted on the freight bill and reported to the carrier. Shipping requirements for Authorized Distributors shall be per agreement with the Authorized Distributors.

**8. Force Majeure.** Teleflex shall not be responsible nor liable, to Buyer for any failure to perform its obligations to Buyer as a result of any strikes, work stoppages or labor unrest, earthquakes, fires, floods, storms or other natural disasters, shortages of materials or supplies or availability of goods or inventory, acts of war, terrorism, crimes, unrest or violence, shipping or other transportation delays or restraints, acts, laws, rules or regulations of any governmental or legal authority, or any other cause or circumstance beyond Teleflex's reasonable control.

**9. Taxes.** Any sales, use or excise taxes or other charges or levies which Teleflex is required to pay or collect under any applicable law, ordinance, rule or regulation (domestic or foreign), upon or with respect to the sale, shipping, delivery, storage or use of the products purchased by Buyer, shall be for the account of Buyer and Buyer agrees to pay the applicable amount thereof to Teleflex, as invoiced or upon request. Buyer represents that, as a County, it is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Teleflex or on any taxes levied on employee wages. Buyer shall only pay for any State or local sales or use taxes on the products sold to Buyer pursuant to these Terms and Conditions of Sale.

**10. Product Warranty.** Teleflex warrants that its products sold to Buyer pursuant hereto, other than products which have been reconditioned or repaired for Buyer, will be free from defects in workmanship and materials from their date of shipment until (i) their expiration date, if they have an expiration date, or (ii) one (1) year after the date of original purchase, if they do not have an expiration date, provided they are not used in any application or manner not specified or recommended by Teleflex in their Instructions For Use or otherwise misused or abused. Teleflex makes no warranty whatsoever with respect to reconditioned or repaired products. Teleflex's sole liability and obligation to Buyer in the event of a breach of the foregoing warranty shall be to replace the defective product or products or, in its discretion, to provide a credit in the amount of the purchase price thereof.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, TELEFLEX NEITHER MAKES, NOR SHALL HAVE ANY LIABILITY UNDER, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR AN INTENDED USE OR PURPOSE. NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE BY ANY REPRESENTATIVE, AGENT OR EMPLOYEE OF TELEFLEX WHICH IS NOT SPECIFICALLY SET FORTH HEREIN SHALL BE BINDING UPON TELEFLEX.

All claims for breach of the foregoing express warranty shall be made by Buyer (and no other party) in writing within thirty (30) days after discovery of the defect. The claim shall include a returned goods authorization number which may be obtained from Teleflex prior to assertion of the claim. In addition, the claim must be accompanied by the return of the defective product or products to the destination specified by Teleflex within sixty (60) days of Buyer's written claim. Any claim not made in compliance herewith shall be deemed to have been waived. Products for which a warranty claim is validly made under this Section 10 shall be returned as specified in this Section 10 and Teleflex's Return Goods Policy outlined in Exhibit A.

**11. Limitation of Liability.** IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER WITH RESPECT TO ANY SALES OF PRODUCTS, WHETHER UNDER THEORIES OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THE PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, EXCEPT TO THE EXTENT THAT SUCH DAMAGES WERE ACTUALLY PAID TO A THIRD PARTY PURSUANT TO A THIRD PARTY CLAIM SUBJECT TO INDEMNIFICATION HEREUNDER.

**12. Product Returns.** Products shipped to Buyer may be returned within sixty (60) days of shipment for replacement



or credit in the amount of the purchase price, as allowed in Teleflex's Return Goods Policy outlined in Exhibit A.

**13. Minimum Order Requirement.** Teleflex requires Buyer to meet the minimum order requirement of One Hundred Dollars (\$100.00) per purchase order. Teleflex at its sole discretion may charge a fee of Twenty Dollars (\$20.00) to Buyer for each purchase order less than One Hundred Dollars (\$100.00). Minimum order requirements for Authorized Distributors shall be per agreement with the Authorized Distributors.

**14. Product Recalls.** If any products sold by Teleflex to Buyer pursuant to these Terms and Conditions of Sale are or become subject to a recall mandated by the United States Food and Drug Administration (FDA), Teleflex shall notify Buyer in accordance with applicable law, and Buyer shall request a return authorization, and promptly return the affected product to the address designated by Teleflex. Teleflex will repair affected product or replace affected product with comparable products not subject to recall, or provide a credit in the amount of Buyer's original purchase price.

**15. Adequate Assurance/Suspension of Orders.** Teleflex may, at any time or times, suspend performance of any order to Buyer or require payment in cash, security or other adequate assurance satisfactory to Teleflex when, in Teleflex's reasonable opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.

**16. Assignment.** Except with respect to assignment by Teleflex to any of its affiliates (in which case Teleflex shall provide thirty (30) days' advance notice to Buyer), neither party shall assign its rights nor delegate its duties with respect to any purchase order for Teleflex's products and/or their agreement without the prior written consent of the other party. Any such actual or attempted assignment without the other party's prior written consent shall be null and void.

**17. Governing Law and Venue.** These terms and conditions and the agreement between Teleflex and Buyer shall in all respects be governed by, and the parties respective rights and obligations enforced under, the laws of the State of California without giving effect to the conflict of laws principles thereof. The exclusive venue for any dispute arising out of these Terms and Conditions shall be in the courts of the State of California.

**18. Confidential Information.** Certain information disclosed by Teleflex during the course of business dealings with Buyer may be confidential and proprietary information ("Confidential Information"). Confidential Information shall include all information not previously known to Buyer or not generally known or readily ascertainable and from which Buyer may obtain a business benefit or advantage. Prior to Teleflex's disclosure of any Confidential Information to Buyer, Teleflex shall affix a

watermark to such materials indicating that said materials are "Confidential" or "Proprietary". Absent express written consent to the contrary and until the Confidential Information becomes publicly known or otherwise legally available in some manner, other than as a result of a breach of these terms and conditions, Buyer will not use, disclose, transfer, duplicate or reproduce Confidential Information in any form other than as necessary in the performance of its obligations under these terms and conditions. Notwithstanding the provisions of this paragraph, Buyer may disclose Confidential Information as required by applicable law, a court order or other legal process; provided that Buyer notifies Teleflex of any such order or process promptly and shall attempt in good faith to allow Teleflex to contest such order or process. Teleflex understands that Buyer is a public entity subject to, among other laws, decisions, rules and statutes, the California Ralph M. Brown Act, the California Public Records Act, and the Sunshine Ordinance in its County Code, and Teleflex consents to disclosure of information and writings, including but not limited to these Terms and Conditions of Sale and the contract upon which these Terms and Conditions of Sale apply, to the extent required by applicable law. Unless otherwise required by law, Teleflex may require Buyer to return all copies of documents containing Confidential Information.

**19. Insurance.** Teleflex shall maintain the following insurance coverage at the following minimum limits:

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 Teleflex 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. Teleflex will provide evidence of coverage upon request.

## 20. Indemnification.

**20a. Infringement.** Teleflex will indemnify, defend, and hold harmless Buyer and its officers, employees and agents, from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses, in each case, resulting from infringement of any United States patent, copyright or trademark (Intellectual Property Rights) by any products sold by Teleflex pursuant to these Terms and Conditions of Sale when such product is used in accordance with its manufacturer-provided instructions for use. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Buyer, or Buyer receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Buyer will notify Teleflex promptly of such lawsuit, claim or election. However, Buyer's failure to provide or delay in providing such notice will relieve Teleflex of its obligations only if and to the extent that such delay or failure materially prejudices Teleflex's ability to defend such lawsuit or claim. Buyer will give Teleflex sole control of the defense (with counsel reasonably acceptable to Buyer) and settlement of such claim; provided that Teleflex may not settle the claim or suit absent the written consent of Buyer unless such settlement (a) includes a release of all claims pending against Buyer, (b) contains no admission of liability or wrongdoing by Buyer, and (c) imposes no obligations upon Buyer other than an obligation to stop using the products that are the subject of the claim. If, in Teleflex's opinion, any products sold by Teleflex pursuant to these Terms and Conditions become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Teleflex may, at its option: (i) procure for Buyer the right to continue using the products; (ii) replace or modify the products to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Teleflex, Buyer shall cease use of the products upon written notice from Teleflex, and Teleflex shall provide Buyer with a pro-rata refund of the unearned fees paid by Buyer to Teleflex for such products.

**20b. Other Indemnification Claims.** Teleflex shall indemnify, defend and hold harmless Buyer from and against any and all claims, damages, losses, expenses (including reasonable attorney's fees) and costs, resulting from any claim or action asserted against the Buyer by a third party for bodily injury or death to any person or damage to any tangible property, to the extent caused by the negligence or willful misconduct of Teleflex in the course of fulfilling its obligations under this Agreement, except where solely attributable to the fault of the Buyer. When Buyer seeks indemnification hereunder, it shall (i) promptly notify Teleflex in writing of the claim or action, (ii)

give Teleflex sole control of the defense and settlement thereof and (iii) provide all reasonable assistance in connection therewith, provided that Teleflex shall not settle or compromise any such claim or action without the Buyer's written consent, which shall not be unreasonably withheld, conditioned or delayed.

**21. Export Controls.** Buyer will not export or re-export, directly or indirectly, any equipment, materials or technical data (as defined by the U.S. Export Administration regulations, or their successors) to a destination to which such export or re-export is restricted or prohibited by U.S. or non-U.S. law without obtaining prior authorization from the U.S. Department of Commerce and/or other competent government agencies to the extent required by law; or export or re-export, directly or indirectly, any equipment, materials, component or product of such technical data, including, but not limited to, software, to a destination to which such export or re-export is restricted or prohibited by U.S. or non-U.S. law without obtaining prior authorization from the U.S. Department of Commerce and/or other competent government agencies to the extent required by law.

**22. Debarment and Suspension.** Teleflex 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, Teleflex represents and warrants that no proceedings or investigations are currently pending or to Teleflex's knowledge threatened by any federal or state agency seeking to exclude Teleflex from such programs or to sanction Teleflex for any violation of any rule or regulation of such programs.

**23. Discount Reporting Obligations.** If the pricing offered to Buyer hereunder constitutes "a discount or other reduction in price" for purposes of the federal Anti-Kickback Statute ("AKS") discount exception (42 U.S.C. §1320a-7b(b)(3)(A)) and the AKS discount safe harbor (42 C.F.R. §1001.952(h)), Buyer shall disclose the discount or reduction in price to the full extent required under any state or federal program that provides cost or charge-based reimbursement to Buyer for products. Buyer may also be required, upon request, to provide documentation of the discount or other reduction in price to the Secretary of the Department of Health and Human Services and/or state agencies. Buyer shall make written request to Teleflex in the event Buyer requires additional information from Teleflex in order to meet its reporting requirements.

## EXHIBIT A

### TELEFLEX LLC RETURN GOODS POLICY

A Return Goods Authorization (RGA) number must be received from Teleflex Domestic Customer Service prior to returning any products. Requests for return authorizations must be received by telephone (866-246-6990), email ([cs@teleflex.com](mailto:cs@teleflex.com)) or mail (Attn: Customer Service, Teleflex, 3015 Carrington Mill Blvd., Morrisville, NC 27560, USA), within sixty (60) calendar days of the invoice date, and must include:

- Invoice number
- Purchase order number
- Date of purchase
- Product number
- Quantity of items to be returned
- Lot or serial number
- Reason for return

All authorized return shipments must be shipped freight prepaid. Upon issuance of the RGA number, Buyer will be advised as to which distribution center to ship the product. Goods returned without an RGA number will not be accepted or credited. Teleflex will not accept any authorized return shipments after sixty (60) calendar days of the RGA issue date.

#### Acceptable Returns and Credit Schedule

- |   |                         |
|---|-------------------------|
| • Defective product                     | Invoiced price          |
| • Teleflex shipping error               | Invoiced price          |
| • Teleflex order error                  | Invoiced price          |
| • Buyer order error                     | Invoiced price less 30% |
| • Refused shipment (not Teleflex error) | Invoiced price less 30% |
| • Buyer stock reduction                 | Invoiced price less 30% |

#### Unacceptable Returns

- Merchandise damaged in shipment. The carrier is responsible and should be contacted by Buyer.
- Custom or special-order products.
- Products not in the original packaging or in less than sales unit quantity.
- Product not in saleable condition.
- Obsolete or discontinued product.
- Private labeled products.
- Reusable goods over sixty (60) calendar days from invoice date

At the sole discretion of Teleflex, any return shipments that do not comply with the above policy may be refused and returned to the sender at the sender's expense.

**ARROW INTERVENTIONAL, INC. SUPPORT  
PROGRAM TERMS AND CONDITIONS**

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1. **General.** For an additional fee, Arrow Interventional, Inc. ("Arrow Interventional") will provide service coverage on its In- tra-Aortic Balloon Pump Console (the "Product") on the terms and subject to the conditions set forth herein (the "Program"). All individuals or entities purchasing the Program from Arrow Interventional are referred to herein as "Customer". THE PROGRAM EXTENDS ONLY TO PRODUCTS PURCHASED FROM ARROW INTERVENTIONAL OR AN AUTHORIZED RESELLER OR DISTRIBUTOR THEREOF.
2. **Cost; Support Period.** Cost for each Program is based on Arrow Interventional pricing in effect at the time the coverage is purchased by Customer. The Program may be purchased by Customer on Products in twelve (12) month increments only, with the term of the Program commencing on the start date and ending on the end date identified in the "Coverage Dates" section on the invoice to which these terms and conditions apply (as applicable, the "Support Period").
3. **Contract.** Arrow Interventional's acceptance of Customer's purchase order for the Program is expressly limited to the terms and conditions contained herein. Any and all other terms and conditions proposed by Customer are objected to and rejected by Arrow Interventional. Acceptance of parts or services provided under the Program by Customer shall be deemed to be an acceptance of the terms and conditions contained herein.
4. **Purchasing Account Acceptance.** Customer must establish a valid purchasing account with Arrow Interventional prior to purchase order acceptance. If Customer seeks open credit terms with Arrow Interventional, Customer must provide all requested information included in Arrow Interventional's credit application. Arrow Interventional is not responsible, nor offers any remedy to Customer, for delays in order fulfillment due to Customer delay in providing incomplete or incorrect information on their submitted credit application. Any change to Customer purchasing account information, or addition of shipping facility locations, must be submitted in writing prior to Arrow Interventional implementation of this change for subsequent purchase orders placed.
5. **Purchase Order Acceptance.** Arrow Interventional accepts Customer purchase orders via telephone, fax, email and electronic data interchange (EDI). EDI connections must be requested in writing and accepted linkage made prior to acceptance of Customer purchase orders via EDI. Purchase orders are recognized and order placement confirmed by Arrow Interventional within twenty-four (24) hours of the receipt of Customer purchase order.
6. **Payment Terms; Methods of Payment.** Except as otherwise specified in writing by Arrow Interventional to Customer, the terms of payment for each order of Customer shall be net sixty (60) days from date of invoice. Arrow Interventional accepts payment via open credit terms (if extended by Arrow Interventional, pursuant to section 4 hereof), or payment in advance with a cleared company check or pre-authorized credit card.
7. **Termination.** Except as prohibited by applicable law, Arrow Interventional may terminate the Program at any time by giving thirty (30) days written notice to Customer. If Arrow Interventional terminates the Program prior to the expiration of the Support Period, Customer will receive a prorated refund of the fee paid by Customer for the Program less the value of any services provided under the Program. Customer may terminate the Program (1) within thirty (30) days of its purchase of the Program by giving written notice to Arrow Interventional prior to the expiration of such thirty (30)-day period, and Customer will receive (unless otherwise provided by applicable law) a full refund of the fee paid by Customer for the Program less the value of any services provided under the Program, or (2) upon thirty (30) days written notice to Arrow Interventional upon Arrow Interventional's breach of any terms and conditions herein.
8. **Compliance.** The Program is subject to Arrow Interventional's on-going determination that Customer and the Program comply with all applicable laws and regulations, including, but not limited to, those relating to workplace safety, FDA matters, federal healthcare program anti-kickback compliance, export/import control and money laundering prevention. Customer acknowledges that the Products and services provided hereunder are or may be subject to regulation by the FDA and other federal or state agencies. Customer shall not use or permit the Products or services provided hereunder to be used in any manner that does not comply with applicable FDA or other regulations or for any non-medical or entertainment purposes. Further, Customer represents that it is purchasing the Products and services provided hereunder for its own use consistent with the terms and conditions contained herein and that it does not intend to re-sell any such Products or services to any other party or to export the Products outside the country to which Arrow Interventional delivers the Products. All clinical and medical treatment and diagnostic decisions are the responsibility of the Customer and its professional healthcare providers.
9. **Cost Reporting.** Customer agrees that it will fully and accurately account for and report in all cost reports and otherwise fully and accurately disclose to federal and state health care program payors and fully and accurately reflect where and as appropriate to the applicable reimbursement methodology, all services and other items, including any and all discounts, received from Arrow Interventional under the Program, in compliance with all applicable laws, rules and regulations, including, but not limited to, the Social Security Act and implementing regulations relating to Medicare, Medicaid and other federal and state health care reimbursement programs.
10. **Force Majeure.** Arrow Interventional shall not be responsible nor liable to Customer for any failure to perform its obligations to Customer as a result of any strikes, work stoppages or labor unrest, earthquakes, fires, floods, storms or other natural disasters, shortages of materials or supplies or availability of goods or inventory, acts of war, terrorism, crimes, unrest or violence, shipping or other transportation delays or restraints, acts, laws, rules or regulations of any governmental or legal authority, or any other cause or circumstance beyond Arrow Interventional's reasonable control (each referred to as a "Force Majeure Event"). Arrow Interventional shall refund Customer for fees paid by Customer covering the duration of any Force Majeure Event to the extent the duration of any Force Majeure Event exceeds two months, less the value of any services provided under the Program.
11. **Taxes.** Any sales, use or excise taxes or other charges or levies which Arrow Interventional is required to pay or collect under any applicable law, ordinance, rule or regulation (domestic or foreign), upon or with respect to the sale, shipping, delivery, storage or use of the Products or services provided hereunder, shall be for the account of Customer and Customer agrees to pay the amount thereof to Arrow Interventional, as invoiced or upon request. Customer represents that it, as a County government, is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Arrow Interventional or on any taxes levied on employee wages.
12. **Customer Responsibilities.** Customer is responsible for (i) using all Products only as labeled for their intended use and in accordance with their Instructions For Use and not misusing or abusing any Products, (ii) protecting against further damage to the Products if there is a covered defect or covered damage, (iii) ensuring satisfactory power quality and grounding for all Products, and (iv) taking all necessary and legally required precautions for the health and safety of Arrow Interventional personnel who will be performing services at the site, including taking all necessary or legally required actions to properly store, remove or remediate any known or discovered safety conditions or hazardous materials, as well as, maintain a reasonably



safe operating environment in accordance with legal requirements so that Arrow Interventional personnel can safely perform the services.

13. Indemnification. Arrow Interventional shall indemnify, defend (with counsel reasonably approved by Customer) and hold harmless Customer and its directors, officers, employees, agents, volunteers and assigns from and against, any and all claims, demands, liabilities, losses, damages, injuries, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees and any injury or death to any person or damage to any property) imposed or asserted against any of them resulting from or relating to (i) any breach of these terms and conditions by Arrow Interventional; or (ii) the negligence, or the willful acts or omissions, of Arrow Interventional or any of its employees, agents or representatives.

14. Exclusions. UNLESS EXPRESSLY SPECIFIED HEREIN, THE PROGRAM DOES NOT COVER, AND NEITHER ARROW INTERVENTIONAL NOR ANY OF ITS AFFILIATES SHALL BE RESPONSIBLE IN ANY WAY FOR, THE EXCLUSIONS SET FORTH IN EXHIBIT A ATTACHED HERETO (the "Exclusions").

15. Limited Parts Warranty. (a) With respect to any part Customer purchases or receives in conjunction with the Program, Arrow Interventional warrants, subject to the Exclusions, that such part will be free from defects in workmanship and materials during the applicable Support Period, provided such part is not used in any application or manner not specified or recommended by Arrow Interventional or otherwise misused or abused. ARROW INTERVENTIONAL'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION TO CUSTOMER IN THE EVENT OF A BREACH OF THE FOREGOING WARRANTY SHALL BE TO REPAIR OR REPLACE THE DEFECTIVE PART OR, IN ITS DISCRETION, TO PROVIDE A CREDIT IN THE AMOUNT OF THE PURCHASE PRICE OF SUCH PART, EVEN IF ANY SUCH REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. All claims for breach of the foregoing express warranty shall be made by Customer (and no other party) in writing within thirty (30) days after discovery of the defect. The claim shall include a returned goods authorization number which may be obtained from Arrow Interventional prior to assertion of the claim. In addition, the claim shall be accompanied by the return of the defective part(s) to Arrow Interventional, at Arrow Interventional's cost, when possible. Any claim not made in compliance herewith shall be deemed to have been waived and Arrow Interventional shall have no obligations or liability hereunder with respect thereto.

(b) If Arrow Interventional elects to replace the defective part(s), the replacement part(s) may be a new or reconditioned part of equal or comparable value in compliance with the manufacturer's standards. All part(s) returned to Arrow Interventional, or replaced during any repair of Products by Arrow Interventional, shall become the sole property of Arrow Interventional.

16. Limited Service Warranty. (a) Arrow Interventional agrees that, during the Support Period, it shall render to Customer the services set forth in the applicable service coverage schedule (as identified on the invoice to which these terms and conditions apply), and warrants, subject to the Exclusions, that the Services will be performed by trained personnel in a professional, workman-like manner. If any of the Services include installation of periodic software updates (when and if available), Arrow Interventional shall have no obligation to develop any future features or functionality for Products under the Program, and such updates shall not include any new software releases with additional features or options or any future software program(s) that Arrow Interventional may sell separately.

(b) Arrow Interventional will promptly re-perform any nonconforming Services at no charge as long as Customer provides written notice to Arrow Interventional of such non-conformance within thirty (30) days after discovery of the non-conforming Services. THE FOREGOING

REMEDY IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY (AND ARROW INTERVENTIONAL'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION TO CUSTOMER) FOR SERVICE WARRANTY CLAIMS, AND SUCH REMEDY SHALL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE AS LONG AS ARROW INTERVENTIONAL REMAINS WILLING TO RE-PERFORM ANY NON-CONFORMING SERVICES AT NO ADDITIONAL CHARGE, AS APPLICABLE, WITHIN A COMMERCIALY REASONABLE TIME AFTER BEING NOTIFIED OF CUSTOMER'S CLAIM. NOTWITHSTANDING THE FOREGOING, IF ARROW INTERVENTIONAL IS UNABLE TO RE-PERFORM THE SERVICES IN COMPLIANCE WITH THE MANUFACTURER'S STANDARDS AFTER TWO ATTEMPTS, CUSTOMER MAY SEEK ANY OTHER REMEDY AVAILABLE AT LAW.

17. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ARROW INTERVENTIONAL NEITHER MAKES, NOR SHALL HAVE ANY LIABILITY UNDER, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR AN INTENDED USE OR PARTICULAR PURPOSE. NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE BY ANY REPRESENTATIVE, AGENT OR EMPLOYEE OF ARROW INTERVENTIONAL WHICH IS NOT SPECIFICALLY SET FORTH HEREIN SHALL BE BINDING UPON ARROW INTERVENTIONAL.

18. Limitation of Liability. NEITHER PARTY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSS (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER ARISING IN CONTRACT OR TORT, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATING TO THE DESIGN, MANUFACTURE, SALE, USE OR REPAIR OF THE PRODUCTS OR PROVISION OF SERVICES, EVEN IF THE PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

19. Independent Contractor. Arrow Interventional and Customer are independent contractors and nothing contained herein is intended nor shall it be construed as creating a fiduciary relationship, partnership or joint venture between them.

20. Assignment. Customer shall not assign its rights nor delegate its duties with respect to any purchase order for Arrow Interventional's products or its agreement with Arrow Interventional without the prior written consent of Arrow Interventional. Any such actual or attempted assignment without Arrow Interventional's prior written consent shall entitle Arrow Interventional to cancel the Program and all outstanding orders upon notice to Customer. Arrow Interventional may subcontract or assign performance of its obligations hereunder to any of its affiliates or any third party or parties. Notwithstanding the foregoing, Arrow Interventional shall be responsible for any work performed by any subcontractor under this Agreement, and shall be liable for the conduct of the subcontractor to the same extent as if the work performed by or conduct by the subcontractor was performed by an employee of Arrow Interventional.

21. Governing Law and Venue. The Program and the terms and conditions set forth herein shall in all respects be governed by, and the parties' respective rights and obligations enforced under, the laws of the State of California without giving effect to the conflict of laws principles thereof. The parties acknowledge and agree that the venue of any action or claim brought by any party will be the Superior Court of California, County of San Bernardino, San Bernardino District.

Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue.

22. Confidential Information. Certain information disclosed by Arrow Interventional during the course of business dealings with Customer may be confidential and proprietary information ("Confidential Information"). Confidential Information shall include all information not previously known to Customer or not generally known or readily ascertainable and from which Customer may obtain a business benefit or advantage. Prior to the disclosure of any Confidential Information to Customer, Arrow Interventional shall designate any Confidential Information by affixing a watermark or statement indicating that such documents are "Confidential" or "Proprietary." Absent express written consent to the contrary and until the Confidential Information becomes publicly known or otherwise legally available in some manner, other than as a result of a breach of these terms and conditions, Customer will not use, disclose, transfer, duplicate, or reproduce Confidential Information in any form other than as necessary in the performance of these terms and conditions. Notwithstanding the provisions of this paragraph, Customer party may disclose Confidential Information as required by law (including, but not limited to under any sunshine laws and ordinances applicable to Customer, the Ralph M. Brown Act, and the California Public Records Act), a court order or other lawful process; provided that it, to the extent permitted by law, notifies Arrow Interventional of any such order or process promptly and shall attempt in good faith to allow Arrow Interventional to contest such order or process within the time permitted under California law. If prior to the time required for disclosure, Arrow Interventional is unable to obtain a Court order prohibiting such disclosure, Customer shall be permitted to proceed with the disclosure. Arrow Interventional may require Customer to return all copies of documents containing Confidential Information, except that Customer may keep one (1) copy of such documents for legal, record keeping processes.

23. Insurance. Arrow Interventional will maintain the following insurance coverage at the following minimum limits for the duration of Customer's participation in the Program:

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 Arrow Interventional 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.

All policies shall contain additional endorsements naming Customer as additional named insured with respect to liabilities arising out of the performance of services hereunder. Arrow Interventional shall furnish Certificates of Insurance to the Customer at Customer's reasonable request.

24. Modification: Waiver. The terms and conditions contained herein may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties. No failure or delay in exercising, on the part of any party, any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

25. Severability: Headings. No provision hereof which may be deemed unenforceable will in any way invalidate any other portion or provision hereof. Section headings are for convenience only and will have no substantive effect.

26. Signatures. The Quotation 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 instrument. The parties shall be entitled to sign and transmit an electronic signature of the Quotation (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 Quotation upon request.

27. Integration. These terms and conditions, including any attachments or other documents specifically incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Program.

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**EXHIBIT A SUPPORT PROGRAM  
EXCLUSIONS**

- Expendable supply items and other consumables used with the Product, including, but not limited to, intra-aortic balloon (IAB) catheters and accessories.
- Defects or damage resulting from using the Product in any application or manner not specified or recommended by Arrow Interventional in such Product's Instructions For Use.
- Defects or damage from misuse, abuse, accident or neglect. (This includes a patient's blood that may flow back inside the Product causing contamination)
- Scratches or other cosmetic damage to Product surfaces not affecting the operation of the Product. Damage resulting from normal and customary wear and tear.
- Defects or damage resulting from spills or other exposure to food, liquid or bodily fluids.
- Lost, stolen or misplaced Products.
- Product with labels removed or illegible serial numbers.
- Products subjected to unauthorized modifications, disassembles or repairs (including, but not limited to, the addition to the Product of non-Arrow Interventional supplied equipment or software) in such manner as to adversely affect performance or interfere with adequate testing and inspection to verify any warranty claim.
- Products that are serviced or repaired by any individual or entity other than Arrow Interventional (unless specifically authorized in writing by Arrow Interventional), or used in conjunction with incompatible parts or accessories.
- Any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer as specified in the Products Instructions For Use, User Manual or other documentation accompanying the Product.
- Non-Arrow Interventional equipment or software that was not commercially available from the OEM on the date such equipment or software was installed, including, but not limited to, experimental and proprietary equipment or software
- Service required under an OEM's warranty or with respect to Product upgrades, installations, certification surveys or Product relocation.
- Consultation, training or other assistance with Customer use, development, or modification of any items or materials, including, but not limited to, software and protocols, not provided by Arrow Interventional.