



NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

May 15, 2019

Robert A. Leandro
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601

No Review

Record #: 2931
Facility Name: Harris Regional Hospital
FID #: 923046
Business Name: DLP Harris Regional Hospital, LLC
Business #: 867
Project Description: Replace cystoscopy equipment and renovate the operating room suite
County: Jackson

Dear Mr. Leandro:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the above referenced proposal. Based on the CON law in effect on the date of this response to your request, the proposal described in that correspondence is not governed by, and therefore, does not currently require a certificate of need. If the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

You may need to contact the Agency's Construction and Acute and Home Care Licensure and Certification Sections to determine if they have any requirements for development of the proposed project.

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office.

Please do not hesitate to contact this office if you have any questions.

Sincerely,

Handwritten signature of Ena Lightbourne

Ena Lightbourne
Project Analyst

Handwritten signature of Martha J. Frisone

Martha J. Frisone, Chief
Healthcare Planning and Certificate of Need Section

cc: Construction Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION
HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704
www.ncdhs.gov/dhsr • TEL: 919-855-3873



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 Partner
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 robbleandro@parkerpoe.com

Atlanta, GA
 Charleston, SC
 Charlotte, NC
 Columbia, SC
 Greenville, SC
 Raleigh, NC
 Spartanburg, SC

May 3, 2019

VIA U.S. MAIL AND ELECTRONIC MAIL

Martha Frisone, Chief
 Healthcare Planning and Certificate of Need Section
 North Carolina Department of Health and Human Services
 2704 Mail Service Center
 Raleigh, NC 27699-2704
Martha.Frisone@dhhs.nc.gov

Re: Duke Lifepoint Harris Regional Hospital's Purchase of Equipment and Renovations

Dear Ms. Frisone:

This letter is intended to provide notice to the Healthcare Planning and Certificate of Need Section (the "Agency") that our client, Duke Lifepoint Harris Regional Hospital, LLC ("Harris") located in Sylva, North Carolina is planning to replace several pieces of equipment in its Cystoscopy Operating Room Suite. Although it is not necessary to renovate the space to make these pieces of replacement equipment functional, the existing operating suite will also undergo renovations to improve the efficiency and appearance of the space.

Harris currently operates a Cystoscopy Operating Room Suite with several pieces of equipment some of which is more than 15 years old. The equipment that Harris is replacing includes the following:

- C-Arm and Table
- Base Cabinets
- IC Mobile Stand
- Laser
- Scopes
- OR Lights

The cost of the pieces of replacement equipment that Harris will acquire range from approximately \$700 to \$300,000.00. See Attachment A. The total cost of all of the equipment that Harris will purchase is approximately \$599,902.00. *Id*; see also Attachment B, Equipment Quotes. Individually and collectively the equipment at issue is not subject to the CON statute because it is not equipment that is expressly regulated by the CON statute. The equipment also does not individually or collectively meet the \$750,000.00 threshold for "Major Medical Equipment" under N.C. Gen. Stat. § 131E-176(14o). In addition, even if the equipment was subject to CON, because Harris is replacing existing equipment, this prior notice would also

PPAB 3574487v1

exempt the purchase of the replacement equipment from CON review under N.C. Gen. Stat. 131E-184(a)(7).

In addition to purchasing several pieces of replacement equipment, Harris also plans to renovate and upgrade the appearance its Cystoscopy Operating Room Suite. These renovations will cost approximately \$180,000.00, not including a \$63,000 contingency. These renovations are not required or essential to the acquisition or operations of the equipment that Harris is proposing to purchase. The proposed renovation project falls well below the \$2 million capital expenditure threshold set forth in the CON Statute, but would nevertheless be exempt under N.C. Gen. Stat. § 131E-184(g) because they are occurring at Harris's main campus.

Based on the above, we believe that the acquisition of this equipment and the renovations proposed for this operating suite do not require a CON and in any event are exempt from CON review. Accordingly, Harris requests that the Agency confirm that acquiring this equipment and renovating the operating suite are not subject to CON review and that it issue a written determination so that Harris may move forward with replacing this equipment and beginning the planned renovation.

I greatly appreciate your attention to this matter. If you have any questions, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Robb Leandro", written in a cursive style.

Robb Leandro

Attachment A

EQUIPMENT	Manufacturer	COST
C-Arm and Table	<i>GE</i>	<i>\$300,372.60</i>
Base Cabinets	Foothills Medical	2,999.85
IC Mobile Stand	Foothills Medical	\$695.00
Laser	Lumenis Moses Pulsed Laser	\$197,000.00
Scopes	Olympus Cytoscopes	\$36,187.46
OR Lights	<i>Steris OR Lights</i>	<i>\$13,183.46</i>
Tax Contingency	7%	\$38,530.69
Freight Contingency	2%	\$11,008.77
Total		\$599,977.82

ATTACHMENT B



Quotation Summary

GE Healthcare – OEC 384 Wright Brother Drive Salt Lake City, UT 84116
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

To: **Tim Bell**

Senior Director
Harris Regional Hospital
68 Hospital Rd
Sylva, NC 28779-2722
Phone: 8287340350

Quote Expiration Date: **5/10/2019**

Direct Inquiries To: **Lloyd Von Cannon**
Mid-Atlantic Medical Equipment
384 Wright Brothers Drive
Salt Lake City, UT 84116

Work Phone: 919-861-5180

Cell Phone: 704-792-4476

Email: lvoncannon@midamed.com

Fax:

OEC - HealthTrust (Contract# 500071)

<i>Part Number</i>	<i>Qty</i>	<i>Product Description</i>	<i>List Price</i>	<i>Net Price</i>
S7004MH	1	OEC Elite™ CFD 31 cm Digital Mobile Ergo C-arm ESP (Expanded Surgical Platform)	\$ 237,700.00	\$ 178,275.00
S7004CE	1	30 ft Interconnect Cable	\$ 500.00	\$ 375.00
S7004MC	1	Sony UP-991AD, Sony Hybrid Graphic Printer	\$ 5,200.00	\$ 3,900.00
S7005JA	1	Wireless DICOM	\$ 3,000.00	\$ 2,250.00
5539220	1	IDI, 100UC And MDS Package	\$ 128,414.00	\$ 115,572.60
Total Investment:			\$ 374,814.00	\$ 300,372.60



Quotation

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To: **Tim Bell**

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Email: lvoncannon@midamed.com
Fax:

OEC - HealthTrust (Contract# 500071)

<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
S7004MH	1	<p>OEC Elite™ CFD 31 cm Digital Mobile Ergo C-arm ESP (Expanded Surgical Platform) GE OEC offers the only full size mobile C-arm family with CMOS flat detectors available in both 21 cm and 31 cm panels. The OEC Elite CFD C-arm delivers excellent clinical versatility for adult and pediatric patients during diagnostic and surgical procedures. The system features enhancements that improve surgical flow, communications, ease of use, and consistent production of high image quality at low dose. This C-arm family is ideally suited for a range of surgical needs including orthopedics, gastrointestinal, endoscopic, urologic, neurologic, critical care, and emergency procedures.</p> <p>31 CM CMOS FLAT PANEL DETECTOR (CFD): - Tri-mode 31 cm/21 cm/15 cm - Minimum resolution (at display): - 31 cm: 2.7 lp/mm - 21 cm: 2.8 lp/mm - 15 cm: 2.9 lp/mm - Active matrix: 1548 x 1524 pixels - DQE(0): 72% (typical) - Pixel pitch: 198.0 µm - Removable grid with on-screen detection status</p> <p>GENERATOR: - 60 kHz high frequency - 15 kW power - Up to 120 kVp - Continuous high level fluoroscopy (HLF) up to 20 mA - Pulsed HLF up to 40 mA</p>	\$ 237,700.00	\$ 178,275.00



<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
		<ul style="list-style-type: none"> - Digital spot up to 75 mA - Full power from standard wall outlet - Patented battery buffered design 		
		<p>X-RAY TUBE:</p> <ul style="list-style-type: none"> - Rotating anode X-ray tube - 0.3 mm and 0.6 mm nominal focal spots - Anode heat capacity: 300,000 HU - Anode cooling rate: 85,000 HU/min - Housing heat capacity: 1,600,000 HU - Housing cooling rate: 22,500 HU/min (268 W) 		
		<p>C-ARM MECHANICS (ERGO C):</p> <ul style="list-style-type: none"> - Counterbalanced, manual adjustment of lateral rotation, patented flip-flop C-arm reversal (SmartView), cephalad/ caudal tilt, wig-wag, and horizontal motion - Low-profile tube design for better fit and movement around procedure tables - Dual, illuminated C-arm operator control panels - Lateral rotation: 360° (180°/180°) - L-arm flip-flop rotation: 360° (180°/180°) - Lowest lateral height: 39.0" (99 cm) - Depth in arc: 26.5" (67 cm) - Orbital rotation: 152° (55° overscan and 97° underscan) - Horizontal travel: 8.0" (20 cm) - Variable friction C-arm locks - Cable pushers 		
		<p>COLLIMATION:</p> <ul style="list-style-type: none"> - PreView Tungsten rotatable double leaf collimator - PreView iris collimator - Dense collimator limits X-ray exposure area, improves image detail, and reduces scatter radiation - On-screen PreView collimator position indication for adjusting collimators without X-ray exposure 		
		<p>FLUOROSCOPY MODE:</p> <ul style="list-style-type: none"> - kVp range: 40 – 120 - mA range: 0.2 – 10 normal mode, 0.2 – 20 HLF - AutoTrak-TM automatic brightness stabilization (ABS), mA, kVp - Auto and manual fluoroscopy modes - Continuous fluoroscopy (30 fps) at full resolution - Low dose mode 		
		<p>PULSED FLUOROSCOPY MODE:</p> <ul style="list-style-type: none"> - kVp range: 40 – 120 - mA range: 0.2 – 28 normal mode, 0.2 – 40 HLF - AutoTrak-TM automatic brightness stabilization (ABS), mA, kVp - Pulse rate: 4, 8 pps 		



<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
		<ul style="list-style-type: none"> - Pulse width: 19 ms to 34 ms - Auto and manual pulsed fluoroscopy modes - Reduces X-ray dose to patient and operator - Low dose mode 		
		<p>DIGITAL SPOT MODE:</p> <ul style="list-style-type: none"> - kVp range: 40 – 120 - mA range: Up to 75 - Automatic exposure termination - Automatic image save 		
		<p>IMAGE PROCESSING:</p> <ul style="list-style-type: none"> - Smart Window - Dynamically senses the collimator position and automatically adjusts image brightness and contrast - Smart Metal - Adjusts brightness and contrast automatically and allows user to adjust sensitivity levels for optimum image quality even when metal is introduced into the field - AutoTrak Automatic Brightness Stabilization (ABS) - Automatically seeks the subject anatomy anywhere within the imaging field - Selects the optimum imaging technique by varying mA, kVp, and gain - Automatically adjusts to anatomical size and location - Provides uniform image quality throughout the entire image 		
		<p>TECHVIEW MONITOR:</p> <ul style="list-style-type: none"> - 10.4" (26 cm) display, LCD flat panel monitor mounted on mainframe - 270° side/ side rotation - 30° up/ 5° down tilt - Horizontal viewing angle 80° - Vertical viewing angle 70° - 800 x 600 resolution monitor 		
		<p>4K DISPLAY MONITOR:</p> <ul style="list-style-type: none"> - 32" (81 cm) Ultra high definition (UHD) color display - Anti-reflection, anti-fingerprint - Optically bonded cover glass - Monitor mounted on an articulating arm - 45" (114 cm) horizontal travel - 17" (43 cm) vertical travel - 27" (69 cm) forward travel - 5° up/ 5° down tilt - Display viewable from all four sides of workstation - Horizontal and vertical viewing angle 170° - 600 cd/m2 maximum brightness - Touchscreen system control 		



<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
		<ul style="list-style-type: none"> - Image rotation - Live and last image hold rotated in real-time - On-screen display of rotation degrees - Image reversal (left-to-right) - Image invert (top-to-bottom) - On-screen orientation indicator (real-time feedback without fluoroscopy) - Fully digital with precise 1° rotation increments or auto-repeat for quick rotation 		
		<p>EXPANDED SURGICAL PLATFORM (ESP) SOFTWARE PACKAGE: Ideally suited for a wide range of surgical and interventional applications including orthopedic, gastrointestinal, endoscopic, urologic, neurologic, critical care, and emergency procedures.</p> <ul style="list-style-type: none"> - 1.5k x 1.5k x 16 bit image processing - Precision imaging with General-Purpose Dynamic Range Management (GDRM) enhances anatomy of interest while attenuating background features - Pre-set imaging profiles - 9900 - General - Orthopedic - Spine - Noise filter with on-screen indicator - Minimal difference spatiotemporal noise filter (MDST) - Automatic and manual digital brightness and contrast control - Negate mode - Save/ auto-save feature - Swap/ auto-swap feature - Patient information: Examination list, customized patient information - Set-up functions: Acquisitions, Image Profile, DICOM, Network, Regional, Security, Utilities - Last image hold - 40,000 image storage - USB export with DICOM viewer for displaying images on PC platforms - Full-size or half-size - Web viewable - JPEG and BMP - DICOM compatible - OEC compatible - De-identify DICOM images - Remove patient information - HIPAA SecureView: Password protection, blank screen function, delete all patient information - Zoom and pan function - Image annotation - Measurement: Distance, angles, percent stenosis 		



<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
		<ul style="list-style-type: none"> - 3840 x 2160 UHD display - Integrated PIP window to display color DVI-D input <p>USER INTERFACE:</p> <ul style="list-style-type: none"> - Touchscreen control simplifies operation - Automated system operation requires minimum operator interface - Multi-functional controls - Footswitch - Handheld control - Physical keyboard with integrated touchpad - Sealed silicone design for dust-free, contaminant-free, and water-resistant use - Physical image control keypad - On-screen virtual keyboard and image control keypad - On-screen free hand image marking - Mark or draw on images directly - Multi-purpose image directory - Retrieve and review images - Copy image(s) - Manually delete image(s) - Exams - Patient centric view of exams - Manually delete exam(s) - Display multi-modality exams - View older exams - Search saved/ scheduled exams - Integrated DICOM interface - Storage commit, store, query, retrieve, modality, worklist, and print - Queue DICOM store, storage commit, and print requests for later transmission - Retrieve Modality Worklist (MWL) referenced studies from PACS with one button press - On-board IT diagnostic support for DICOM transfer - Radiation dose structured report (RDSR) - X-ray dose summary - Room-in-use indicator interface - SmartConnect allows workstation to operate independently of C-arm and connect/ disconnect C-arm when needed - 3 position X-ray and motion keyswitch - X-rays and lift movement are disabled - X-rays and lift movement are enabled - X-rays are disabled and lift movement is enabled <p>DIGITAL IMAGE ROTATION:</p> <ul style="list-style-type: none"> - Digitally adjusts image display for live and last image hold - Automatic image update preserves image orientation settings applied during live and last image hold for subsequent images 		



<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
		- Digital image rotation		
		HARDCOPY/CONNECTIVITY		
		- Ethernet, one port		
		- Room interface, one port		
		- Video Output:		
		- DVI-I (full screen requires dual link cable), one port		
		- Display port interfaces (configurable to left, right, full screen), two ports		
		- Video Input:		
		- DVI-D interface (PIP displays on right screen), one port		
		- USB, three ports		
		- Wireless Data Transfer (optional)		
		- Dual Band (2.4 GHz and 5 GHz)		
		- Enterprise security: WPA, WPA2, PEAP		
		- Printers: Integrated film/paper/thermal (optional)		
		C-ARM POSITIONING AIDES:		
		- Integrated laser aimer Class IIIa/3R		
		- Motorized vertical lift		
		UNINTERRUPTIBLE POWER:		
		- Controlled shutdown		
		- Power monitoring and display		
		- Accidental power loss protection		
		- 20 seconds battery back-up power to workstation and C-arm		
		REGULATORY COMPLIANCE:		
		- U.S. 21 CFR Subchapter J		
		- NFPA 99		
		- ANSI/AAMI 60601-1 (CSA/NRTL)		
		- IEC 60601-1 (plus relevant Collateral and Particular Standards)		
		WARRANTY:		
		- One Year Warranty		
		OEC Clinical Excellence Onsite Training		
		- Up to 2 days of in-service training by our ARRT certified Clinical Imaging Specialists (CIS) during the warranty period.		
		- Post-training skills assessment		
		- Radiographers may be eligible for Continuing Education (CE) credits approved by the American Society of Radiologic Technologists (ASRT).		
		- OEC Clinical Excellence Onsite Training entails up to 8 hours of training per day on system function/operation, provided from 7am to 5pm, Monday through Friday, excluding holidays. Includes all CIS travel expenses.		
		- Training produces the best results when a dedicated		



<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
S7004CE	1	<p>user group of technologists complete the session and observe patient procedures while the CIS is on site. - The CIS will provide additional on-line training materials for future reference.</p> <p>30 ft Interconnect Cable</p>	\$ 500.00	\$ 375.00
S7004MC	1	<p>Sony UP-991AD, Sony Hybrid Graphic Printer Graphic Hybrid Printer: Analog video and digital USB 2.0 interfaces; Excellent print quality and contrast; Front panel LCD display for easy operation; Fast print speed; Multiple images per sheet (two, four, six); Fully automatic cutter; Compact design for easy integration into workstation cart</p>	\$ 5,200.00	\$ 3,900.00
S7005JA	1	<p>Wireless DICOM Specifications: - Dual band frequency (2.4GHz and 5GHz) - Static & Dynamic IP addressing - LAN: 10/100/1000 MB - Wireless LAN: - IEEE 802.11a/b/g/n/ac - Operating System: - Hardened Microsoft Windows 10 embedded* - Enterprise Security Methods: - WEP-64 - WEP-128 - WPA-PSK(TKIP) - WPA2- PSK (AES-CCMP) - PEAP: EAP-MS-CHAPv2 - Internal firewall provides additional protection to the OEC workstation - Certificates uploads not supported</p>	\$ 3,000.00	\$ 2,250.00
5539220	1	<p>IDI, 100UC And MDS Package Includes the following items:</p> <p>IDI Aspect 100UC Plus Fluoroscopic Procedure Table Package, PN 5539211; Multi-Purpose Mobile Urological Imaging Table with motorized Elevation, Trendelenburg Tilt Longitudinal and Transverse Tabletop Motions - Carbon fiber tabletop with low x-ray attenuation - 2" (5cm thick tabletop & tabletop extension pads with memory foam construction and waterproof cover - Tabletop dimensions: 28"W x 46"L (71 x 117 cm) - Radiolucent tabletop extension: 24"W x 34"L (61 x 86 cm) - Imaging area, main tabletop: 25"W x 20"L (63.5 x 50.8 cm) - Imaging area, tabletop extension: 24"W x 34"L (61 x 86 cm) - Motorized Tabletop motions with hand control and foot control:</p>	\$ 128,414.00	\$ 115,572.60



<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
		<ul style="list-style-type: none"> - Elevation 31.3" – 41.1" (79.4 – 104.4 cm) - Trendelenburg Tilt ± 15° - Longitudinal tabletop travel = 10" (25.4cm) - Transverse tabletop travel = ± 3.5 (±8.9 cm, 17.8cm total) - Built-in footswitch storage tray - Removable radiographic cassette tray, loads from either side of table - Standard US side-rails for accessory attachments on main tabletop - Patient weight capacity: <ul style="list-style-type: none"> - With patient upper body on main tabletop: 525 lbs.(238 kg) - With patient upper body on extension: 400 lbs. (181 kg) - Load capacity on extension only: 250 lbs. (113.4 kg) - Table weight: 575 lbs. (261 kg) - Locking swivel casters, 5" (12.7 cm), for easy transport - Electrical power required: 110 VAC, 60 Hz, or 230 VAC 50/60 Hz operation (must specify with order). 10 amp max. required at 110V. - Battery back-up operation <p>Accessories included:</p> <ul style="list-style-type: none"> - Tabletop Pad, 2" thick, waterproof - Tabletop Extension, with pad - Hand control pendant - Footswitch control - Drain Bag Support Hoop - Disposable drain bag and hose assembly, box of 20 - Removable Radiation Shield Flap for perineal end of table - Patient Restraint Straps (2) - Disposable covers for footswitch, box of 50 - Stirrup Mounting rail extender kit - Boot Style Stirrups, Pair, Power Assist with pads (A100-2246), PN 5312340 - Arm board, qty 2, PN 5335433 - Urology Drain Bags, box of 20, qty 10, C000-0593 <p>WARRANTY:</p> <ul style="list-style-type: none"> - Table warranty terms are specified and service provided by the manufacturer during the warranty period as described above. - During this period any warranty claims should be addressed directly with the manufacturer: <p style="margin-left: 40px;">Image Diagnostics, Inc. 310 Authority Drive Fitchburg, MA 01420</p>		

<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
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(978) 829-0009, Fax (978) 829-0027

IDI MDS Mobile Display System, Complete, with High Definition Video Monitors, PN 5452659

The Aspect MDS stand provides a wide-range of vertical and horizontal positioning for convenient placement of video monitors at the desired location during surgical, interventional and diagnostic procedures.

The stand includes three equipment shelves for placement of ancillary equipment such as video endoscopy camera control, light source, etc.

- Dual-Arm Mobile Display Stand
- Video Converter and Switcher
- Radiance 26" High-Brightness LCD Widescreen Multi-Modality Video Monitors (Qty of 2).
- Unit is configured with 8 video input connections to include:
 - Protective covers for 26" Radiance monitors (Qty of 2);
 - Video Cable kit, including common cables/connectors needed for connection of C-arm and other equipment that will be connected tofor connection of C-arm and other equipment that will be connected to MDS Mobile Display System.

AC INPUT POWER OPTIONS:

- North America Version, 15 amp. For connection to 110-120VAC, 60 Hz, 15 amp outlet. Includes built-in 1,800 Watt isolation transformer and 15 amp power cord and hospital grade plug.
- Maximum allowable combined load on MDS power strip = 12

Includes GE OEC C-arm Cable Kit, PN 5454320, for Endoscopy System Connection. Kit contains the following cables:

- Video connection kit including qty (2) 6 ft. internal VGA to BNC RGBS (SOG) connector cable
- Dual BNC connector panel, Qty (1)
- VGA/DVI adapter, Qty (1)
- External 20 ft. BNC coaxial, Qty (2) cable

WARRANTY:

- MDS warranty terms are specified and service provided by the manufacturer during the warranty period as described above. Video displays and router are not repairable at customer site.
- Warranty repair is provided via exchange/loaner program in which replacement monitor router is



<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
		delivered to customer and defective monitor or router is returned to IDI in the same shipping box for factory repair. - See Official Warranty Document for details. - During this period any warranty claims should be addressed directly with the manufacturer: Image Diagnostics, Inc. 310 Authority Drive Fitchburg, MA 01420 (978) 829-0009 Fax (978) 829-0027		

Total Investment: \$ 374,814.00 \$ 300,372.60



Customer Name & Address: Harris Regional Hospital | 68 Hospital Rd | Sylva, NC 28779-2722

This Agreement (as defined below) is by and between Harris Regional Hospital ("Customer") and OEC Medical Systems, Inc., a GE Healthcare business ("OEC") for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is defined as this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

S-Distortion Guarantee: During the warranty, if S-distortion is confirmed on a 9900 or 9800 system; OEC will provide, at no additional cost, a coil designed to minimize the impact of S-distortion.

OEC 100% Uptime Guarantee: During the warranty, if the Product fails to perform for a period in excess of 24 hours (excluding inoperability due to user misuse, operator error, acts of God, planned maintenance, or other non-manufacturer defects), then OEC will extend the warranty by 1 month for each full day of downtime during the weekday period. The Product is deemed to have failed if it is out of service and unavailable for imaging patients or diagnosing images on the display console. Peripheral equipment does not fall under the 100% Uptime Guarantee.

GE Healthcare can withdraw this Quotation at any time before "Quotation Acceptance", which occurs when Customer either: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

- *Terms of Delivery: **FOB DESTINATION**
- *Billing Terms: **80% delivery or Shipment / 20% Acceptance or Installation**
- *Payment Terms: **30 Net**
- *Quotation Expiration Date: **5/10/2019**
- *Governing Agreement (GPO or SAA): **OEC - HealthTrust (Contract# 500071) (If none, Standard GE Healthcare Terms and Conditions Apply)**

-
- *Preferred Delivery Date: _____/_____/_____
 - *Will Accept Delivery as Early as: _____/_____/_____ or [] ASAP
 - *Indicate Form of Payment (If there is potential to finance with a lease transaction, by GE Healthcare Equipment Finance ("GE HEF") or otherwise, select lease)
 _____ Cash/Third Party Loan* _____ GE HEF Lease _____ GE HEF Loan
 _____ Third Party Lease (Please identify the finance company): _____
 - *Please select Tax status of order: Exempt from Sales & Use Tax (Note: GEHC must have current Tax Exemption Certificate)
 Subject to Sales & Use Tax

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below:

Harris Regional Hospital

OEC Medical Systems, Inc., a GE Healthcare business

3/11/2019

Authorized Customer Representative Date

Authorized Representative Date

Print Name and Title

Chad W. Kendell, VP, Surgery Sales

Print Name and Title

Customer Purchase Order #



Customer Information Form

Bill to Address:

Bill to Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

Customer Delivery Address

Delivery Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

Delivery Information

- Does delivery require a lift gate truck? Yes No
- Does delivery require a *small* lift gate truck? Yes No
- Is loading dock available? Yes No

Additional Shipping Information:

*****Mandatory Information if ordering Wireless Dicom**

Network Contact Person: _____

Phone #: _____ Email: _____

What Network will you be using? Wired Wireless

Method of Assigning IP: DHCP (Auto) Manual IP:

Gateway IP: _____ Subnet Mask: _____

Primary DNS: _____ Secondary DNS: _____
Enter a primary and secondary Domain Name Server if used at your site. Otherwise, leave blank.

AE Title: _____ Station Name: _____



General Terms and Conditions (Rev 10.16)

1. **Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" is Product support or professional services. "Healthcare IT Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software; and/or (v) any Product or Service that is identified in a Healthcare IT Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment is shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

2. **Term and Termination.** Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. **Software License.** Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

Customer must not: (i) display or make available the Software to any other entity; (ii) transfer the Software outside the United States or Customer's network; (iii) decompile, disassemble or reverse engineer the Software or attempt to learn its source code, structure or algorithms; (iv) modify, translate or create derivative works based on the Software; (v) modify markings, labels or notices of proprietary rights of the Software or Documentation; (vi) release results of testing or benchmarking of the Software; or (vii) use the Software outside of the scope defined in this Agreement or the Quotation.

Software and Documentation is licensed to Customer, but no title or other ownership interest passes. No rights are granted except as expressly provided in this Agreement or the Quotation. If the parties enter into a statement of work related to a Quotation ("SOW"), GE Healthcare owns all deliverables and intellectual property developed during performance. Customer assigns, and will cause its employees and independent contractors to assign, to GE Healthcare all of its rights to the SOW deliverables and intellectual property. GE Healthcare grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the SOW deliverables subject to the limitations in this Agreement.

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

4.1.1. **Cancellation.** If Customer cancels an order prior to shipment without GE Healthcare's written consent, GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software Quotations, Third Party Products and/or professional or installation services included on those Quotations; those orders are non-cancellable.

4.1.2. **Used Equipment.** Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment has been previously used ("Used Equipment"); it is not new. When delivered, Used Equipment may have received reconditioning, as necessary, to meet Specifications. Since Used Equipment may be offered simultaneously to several customers, its sale is subject to availability. If it is no longer available, (i) GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and (ii) if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2. **Site Preparation.** Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3. **Transportation, Title and Risk of Loss.** Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third Party Equipment passes to Customer on delivery to Customer's designated delivery location.

4.4. **Delivery, Returns and Installation.** Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and



approvals for installation, use and disposal of Products. For Equipment requiring installation, if GE Healthcare delivers the Equipment but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare IT Products, Customer must return replaced components to GE Healthcare at no charge.

4.5. Information Technology Professional Services ("ITPS"). ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE Healthcare's failure to perform, ITPS performance obligations expire without refund. ITPS includes applications training, project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare IT Products.

4.6. Acceptance.

4.6.1. Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) unencumbered access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2. Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) unencumbered access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3. Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.7. Third Party Products and Services. If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.9. Audit. GE Healthcare may audit Customer's use of Software and Healthcare IT Products to verify Customer's compliance with this Agreement. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license or use of the Healthcare IT Product.

5. Security Interest and Payment.

5.1. Security Interest. Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare's security interest.

5.2. Failure to Pay. If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable and/or remove the Products.

5.3. Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

5.4. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

5.5. Lease. If Customer leases a Product, it continues to be responsible for payment obligations under this Agreement.

6. Trade-In Equipment. Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. General Terms.

7.1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

7.2. Governing Law. The law of the State where the Product is installed or the Service is provided will govern this Agreement.

7.3. Force Majeure. For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.

7.4. Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party, or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain

responsible for its obligations.

7.5. Waiver, Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive its end will continue in full effect after its end.

8. Compliance.

8.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related Equipment and Software updates required by applicable laws and regulations at no additional charge.

8.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. **NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.**

8.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

8.4. Parts and Tubes. GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-GE Healthcare parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

8.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

8.6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

8.7. Connectivity. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

8.8. Use of Data.

8.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

8.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

8.9. Customer Policies. GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare, and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

8.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

8.11. Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare

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will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

9. Disputes, Liability, and Indemnity.

9.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

9.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

9.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

Customer will indemnify and hold GE Healthcare harmless from third party damages that GE Healthcare becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by Customer's: (a) medical diagnosis or treatment decisions; (b) misuse or negligent use of the Product; and/or (c) use of the Product in a manner or environment, or for any purpose, for which GE Healthcare did not design it, or in violation of GE Healthcare's recommendations or instructions.

The above obligations are conditional on the indemnified party providing the indemnifying party prompt written notice of the claim after receiving notice of it, allowing the indemnifying party the option to control defense and disposition of the claim, and reasonably cooperating with the indemnifying party in the defense. The indemnifying party will not be responsible for any compromise made without its consent.

10. Notices. Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 Innovation Dr., Wauwatosa, WI 53226.

**Warranty Statement (United States) (Rev 10.16)****1. Warranty.**

1.1. **Equipment.** For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

1.2. **Software.** For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "Disabling Code" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. **Services.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. **Used Equipment.** Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.

1.6. **Third Party Product.** Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

2. **Remedies.** If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE Healthcare may provide a loaner unit during extended periods of Product service. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. **Limitations.** GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions.

In addition, these warranties do not cover: (i) a defect or deficiency from improper storage or handling, inadequate backup or virus protection, cyber-attacks, failure to maintain within Specifications power quality, grounding, temperature, humidity and repairs due to power anomalies, or any cause external to the Products or beyond GE Healthcare's control; (ii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iii) adjustment, alignment, calibration, or planned maintenance; (iv) network and antenna installations not performed by GE Healthcare or its subcontractors; (v) lost or stolen Products; (vi) Products with serial numbers altered, defaced or removed; (vii) modification of Product not approved in writing by GE Healthcare; and (viii) Products immersed in liquid; and (ix) replacement of disposable or consumable items.

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY

Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed



MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs

MX150 Vascular and Performix 160A (MX160) Tubes: 3 years

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

GE OEC New or Exchange Service/Maintenance Parts: 3 months

GE OEC Refurbished C-Arms: 1 year after installation

HealthNet Lan, Advantage Review — Remote Products: 3 months

Vivid T8: 3 years, includes TEE probes purchased with the Vivid T8

Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.

LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them: 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L

Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts

Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).

Vscan: 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.

Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and Vscan batteries, which are warranted for 1 year

CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)

B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)

MAC 800, 1200, 1600, 2000 and 3500: 3 years

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

Exergen: 4 years

Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod

Microenvironment and Phototherapy consumable components: 1 month

Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first

Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product

Tec 7 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

FOOTHILLS MEDICAL SUPPLY, LLC
 PO Box 5503
 Mooresville, NC 28117
 Phone: 980.721.5455 Fax:
 704.658.1075

Quote

HARRIS REGIONAL HOSPITAL 68 HOSPITAL RD SYLVA ,N.C. 29779		3-13-2019	
1		BASE CABINET/STAINLESS STEEL 24"D X 48" W X 36" H	\$2,999.85
		1 SOLID STAINLESS STEEL DOOR/ ON LEFT SIDE	
		4 PULL OUT STAINLESS STEEL DRAWERS	
1		IC MOBILE STAND / IC MOBILE BASE FOR THE BASE CABINET 24" D X 48" W X 36" H	\$695.00
1		FREIGHT WILL BE ADDED DUE TO BLANKET WRAP SHIPMENT	-100.00

Tx 258.63

4053.48



Lumenis Inc
 2077 Gateway Place
 Suite 300
 San Jose, CA 95110
 USA
 Tel: 1-877-LUMENIS
 Fax: 1-408-764-3930

Quote No 201903-66866

QUOTE

Account Name	Harris Regional Hospital	Created Date	3/12/2019
National Account	HPG	Expiration Date	4/26/2019
Bill To	68 Hospital Rd Sylva, NC 28779 United States	SAP ID	0010060304
FOB Point	ORG	Sales Person	Ryan Bays
		Sales Person Mobile	+1 16148027304

Product Code	Product Description	Quantity	Standard Price	Contract Price	Extended Price
GA-0006801	<p>Lumenis Moses Pulse(tm)120H Pulsed holmium laser at 2,100 nm at an operation range of 5 to 80 Hz, and 0.2-6.0 joules for a total power of up to 120 Watts. Fiberoptic port for urology, lithotripsy, gastroenterology, pulmonology, orthopedics, general surgery and other surgical procedures using fiber delivery systems Includes: * Moses technology * Green aiming beam with adjustable intensity and blinking mode * Color touch screen with an advanced user interface to allows for easy adjustment of all laser settings and includes presets, reports and additional advanced functions. * Dual Foot Pedal – capable of lasing in 2 predefined laser settings and a Ready/Standby toggle button * 2 spare Debris Shields (in the storage compartment at the back of the system) * 3 pair of safety glasses * Operator manual CD * Laser safety signage In-hospital laser training program for the O.R. nursing staff by a Lumenis Regional Education Manager (qualifies for up to 4.0 contact hours by ANA), must be used within 1 year of shipment. SYSTEM DOES NOT INCLUDE 220V PLUG, Customer is responsible to supply the 220 volt plug. A Lumenis field service engineer will attach the plug to the system at the time of installation at your facility. ONE YEAR WARRANTY ON PARTS, LABOR, AND TRAVEL (Requires 208 volt, single phase, 45 amp power) • SIS fiber recognition technology.</p>	1.00	USD 250,000.00	USD 197,000.00	USD 197,000.00

Total Contract USD 197,000.00
 Total Discount USD 0.00



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Quote No 201903-66866

Total w/o Freight	USD 197,000.00
Total Freight:	USD 1,900.00
Grand Total:	USD 198,900.00

To place an order a minimum of a 20% non-refundable deposit is required. For Hospitals deposit may be waived based on Finance approval

This Sales Quotation does not include taxes. Buyer is responsible for paying Lumenis all applicable taxes.

PLEASE INDICATE TAX EXEMPT NUMBER IF APPLICABLE _____ FURNISH EXEMPTION CERTIFICATE

This purchase order will be governed solely by the terms and conditions of the Agreement for Laser and Light-Based Equipment Contract Number HPG-23507 between InterMed Resources In, an authorized distributor for Lumenis, Inc., and HealthTrust Purchasing Group, and all other terms and conditions contained in the following purchase order (other than the description of the equipment to be purchased as shown on the face of the purchase order) shall not apply and have no force or effect.

To Be Completed by Customer

Bill To Name: _____

Bill To Address: _____

Bill To Contact Name: _____

Bill To Telephone#: _____ Bill To Fax#: _____

Company Tax ID: _____ Customer Social Security#: _____

Ship To Name: _____

Ship To Address: _____

Install Contact Name: _____ Install Contact E-Mail: _____

Install Telephone#: _____ Install Fax#: _____

Installation Address (If different than Ship To Address): _____

Primary Physician Name: _____ Cell Phone#: _____ E-Mail: _____

Primary Office Contact Name: _____ Phone#: _____ E-Mail: _____

Training Coordinator Name: _____ Phone#: _____ E-Mail: _____

Practice Specialty: _____

Bio-Med Contact Name: _____ Phone# _____ E-Mail _____



Lumenis Inc
 2077 Gateway Place
 Suite 300
 San Jose, CA 95110
 USA
 Tel: 1-877-LUMENIS
 Fax: 1-408-764-3930

Quote No 201903-66866



Credit Card#: _____ Exact Name On Credit Card: _____

Credit Card Expiration Date: _____ Amount: _____

We hereby authorize Lumenis or Lumenis' agents to investigate our financial responsibility and credit worthiness and we will provide any financial information you deem necessary. If applicable, we authorize Lumenis to charge the referenced credit card. All orders are subject to Credit Approval. Lumenis is required by law to collect applicable state sales tax.

 Customer Approval (Signature)

 Name

 Title

 Customer Telephone

 Date

Certifications and Authorizations. Federal (USA) law restricts (and state law may restrict) the Equipment to sale by or on the order of a physician, dentist, veterinarian or other practitioner licensed in the state in which the Equipment is used or ordered (a "Prescribing Practitioner"). Buyer and Buyer's Prescribing Practitioner are solely responsible for the use and operation of the Equipment in accordance with all applicable laws and regulations, and medical and treatment guidelines, and for ensuring that each operator of the Equipment is adequately trained and qualified to use and operate the Equipment safely and properly and to perform medical procedures in accordance with such laws, regulations and guidelines. Lumenis makes no representations or warranties regarding federal, state or local laws or regulations, or medical or treatment guidelines that may apply to the use and operation of the Equipment. Use of the Equipment may involve certain risks of injury to patients. Buyer and Buyer's Prescribing Practitioner are solely responsible for ensuring that patients are informed of these risks. Improper use of the Equipment may increase the risk of injury to patients. Buyer and Buyer's Prescribing Practitioner are solely responsible for contacting state and local licensing agencies regarding requirements applicable to the use and operation of the Equipment. Buyer is responsible for timely obtaining all necessary certifications, authorizations, permits, licenses, approvals and consents required in connection with the purchase and use of the Equipment in the State in which Customer is located and in the State in which the Equipment is used. Lumenis relies on Buyer's commitment to fulfill such obligations, including any special certifications that may be required by the FDA.

BUYER:

SELLER (LUMENIS) for Lumenis Inc.
 and Lumenis Ltd.



Lumenis Inc
2077 Gateway Place
Suite 300
San Jose, CA 95110
USA
Tel: 1-877-LUMENIS
Fax: 1-408-764-3930

Quote No 201903-66866

(Printed Name of individual or entity)

BUYER'S REPRESENTATIVE (If Buyer is an entity)

Printed Name

Deposit in the amount of \$: _____

Requested Delivery Date: _____

PLEASE SIGN THE LAST PAGE OF THIS PURCHASE AGREEMENT

Referred By: _____

Date _____

Area Sales Manager:

(Print Name)

(Signature)

For Financed Purchased Only

By its signature,

(Printed name of leasing or financial entity)

as Assuming Party, assumes all of Buyer's payment obligations under this Purchase Agreement.
The foregoing assumption shall not release Buyer from any of its obligations under Purchase Agreement.

Assuming Party's Representative:

(Print Name)

(Signature)



Olympus America Inc.
3500 Corporate Parkway
P.O. BOX 610
Center Valley, PA 18034-0610

TEL: (800) 848-9024
FAX: (800) 228-4963

jeff.burnette@olympus.com
www.olympusamerica.com

Quote Number: Q-00688652

Please refer to this number on all correspondence

Effective Date: March 11, 2019

Expiration Date: March 29, 2019

Customer Information

Contact Name: Tim Bell

Contact Email: tim_bell@westcare.org

Account Name: HARRIS REGIONAL HOSPITAL INC

Customer Address: 68 HOSPITAL RD
SYLVA, North Carolina
28779-2722

Customer Number: 20007363
(Sold To)

Payment Terms: Net 30 subject to Olympus credit approval
F.O.B.: Shipping point, unless otherwise mutually
agreed upon in writing
Tax: Applicable taxes are not included in this quote
and are the responsibility of the customer

Olympus Information

Representative: Jeffrey Burnette

Phone: (803) 804-7329

Email: jeff.burnette@olympus.com

Cage code: 32212

DUNS#: 017018859

Tax ID: 11-2416961

Comments

#	Item Type	Model And Description	Kit Component(s)	Qty	Country of Origin	List Price	Contract Price	Unit Price	Total Price
1	New	CYF-5 : CYF-5 Flex CystoNephro Fiberscope		2	JP	\$10,840.00	\$5,546.52	\$5,546.52	\$11,093.04
2	New	URF-P6 : URF-P6 SUPER-SLIM FLEXIBLE FIBEROPTIC UR		2	JP	\$19,990.00	\$11,155.35	\$11,155.35	\$22,310.70
3	New	13839 : 13839 Aptimax Sterrad Sterilization Tray		4	US	\$690.00	\$480.00	\$480.00	\$1,920.00
4	New	99239 : 99239 APTIMAX STERRAD Ster. Tray Mat		4	US	\$280.00	\$216.00	\$216.00	\$864.00



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#	Item Type	Model And Description	Kit Component(s)	Qty	Country of Origin	List Price	Contract Price	Unit Price	Total Price

* DENOTES OPEN MARKET ITEM
Pricing may be based on a local agreement or the following contract(s):
HPG-2833

HARRIS REGIONAL HOSPITAL INC

Signature: _____
Name: _____
Title: _____
Effective Date: _____
Purchase Order #: _____

Total List Price: \$65,540.00
(Before Trade-Ins)

Total Net Price: \$36,187.74
(Before Trade-Ins)
Total Trade-In Value: \$0.00

Sub Total: \$36,187.74

Freight: \$0.00

Grand Total: \$36,187.74

- I. Olympus Standard Terms and Conditions apply to this quote, unless otherwise mutually agreed upon in writing
- II. Errors & Omissions Excepted. Price quotes and the total package prices are for the quoted items only.
- III. Changes and additions to, or deletions from this quote may cause pricing adjustments.
- IV. Service manuals and additional operator manuals are not included and may be ordered by contacting the Customer Care Center at (800) 848 9024.
- V. If freight charge is included, the freight charge may not necessarily reflect the exact charge paid by Olympus to the carrier due to the volume incentive discount agreements entered into between Olympus and carrier, unless otherwise mutually agreed upon in writing.

Based on the products purchased, the following terms may apply:

- I. ET1457 promotional kit: This package pricing is contingent upon product availability and on customer's purchase of all items included in the package. Return of any products under the promotion package pricing may increase the price for the other items purchased under the promotion package pricing. Promotion is subject to termination at any time.
- II. Certified Pre Owned promotional MP1752 This promotional package must be purchased in conjunction with the BITF5 promotional package. Return of any items within this promotional package may trigger pricing changes to the remaining items. Promotion is subject to termination at any time.
- III. Quotes containing the following item numbers or promotional discount codes are eligible for the 160 Service Contract Upgrade Promotion (GIF-H180J-160SVCT, GIF-H180-160SVCT, GIF-Q180-160SVCT, CF-H180AL-160SVCT, CF-Q180AL-160SVCT, PCF-H180AL-160SVCT, PCF-Q180AL-160SVCT, and 160 to 190 Customer Loyalty). In order to receive the benefit of this promotion, customers must have an active service agreement which covers a corresponding like-type 160 generation endoscope. By accepting this promotional offer, Customer acknowledges and agrees that any applicable trade-in 160 scopes will be removed from their service agreement and replaced with a corresponding like-type promotional 180 or 190 generation endoscope ("Replacement Scope"). Once the Replacement Scope is shipped, Olympus will send Customer notification of the updated service agreement. Except as specifically modified by the above, the terms and conditions of the service agreement remain in full force and effect.
- IV. ScopeLocker storage product: Please take note of the ScopeLocker's specifications and dimensions and carefully measured the space where the ScopeLocker will be installed to ensure a good and proper fit. By submitting payment and/or a purchase order for any ScopeLocker, customer acknowledges and agrees that Olympus' standard return goods policy does not apply. ScopeLockers may only be returned if they have been delivered to the customer damaged. Customer is responsible for noting and reporting any external shipping damage prior to signing the carrier's receipt form for the ScopeLocker. Once customer signs the carrier's receipt form for the ScopeLocker, it is understood that the customer has inspected the shipment and has found no evidence of external shipping damage. Customer has seven (7) days after customer's receipt of the ScopeLocker to notify Olympus of any internal shipping damage which was undetectable at time of product receipt. Only returns with a valid Return Merchandise Authorization ("RMA") number issued by Olympus will be accepted and eligible for return. All authorized returns must be sent prepaid to Olympus or its designee and the RMA number must be prominently displayed on the shipping carton and all paperwork. Merchandise returned



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Quote Number: Q-00688652

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with proper RMA identification, with all accompanying items and manuals (as shipped to customer), shall be credited at the original customer's purchase price. No returns will be accepted more than 14 days from date of invoice. Credits will be given against customer's account; no cash refunds will be issued.

V. Used Products: All used products carry a 90 day limited warranty, supplied with your order. These products are designated as 'Used' as the item type.

OLYMPUS

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STERIS®



STERIS Corporation
5950 Halsley Road
Mentor, OH 44060-1834 • USA
440-354-2800
GLN: 0724985000004

QUOTATION

HARRIS REGIONAL HOSPITAL
Acct:26244 GLN: 1100005247888
68 HOSPITAL RD
SYLVA, NC 28779, US

ATTN: Tim Bell, Senior OR Director (Phone: 828-586-7752)

Please submit your quote and purchase order directly to your Account Manager or to
RegionalSalesSupport@steris.com

STERIS Quote No: EZADNIK1043327

Revision No: 3

Date: 11-Mar-2019

Submitted By:
Eileen Zadnik, Senior Inside Sales Representative
Jodi Webb, Account Manager

STERIS is pleased to make the following proposal for your consideration:

Customer is a Member of and purchasing under the Group Purchasing Agreement by and between STERIS and HealthTrust, ("GPO Agreement"). As a result, the GPO Agreements negotiated by HealthTrust listed below, on behalf of Customer, shall govern this Quotation Number and Purchase. STERIS HealthTrust GPO Agreements are:

HPG 997 Chemicals-Instrument Decontamination, HPG 1428 Low Temperature Liquid Chemical, 40952 Sterilization Monitoring – Steam & EO, HPG 4660 Surgical Lights & Equipment Booms, HPG 4667 Surgical Tables & Accessories, HPG 4675 Sterilizers, Washers, and Warming Cabinets, HPG 4974 Sterilizers - Low Temperature, HPG 5354 Instrument & Scope Care, Cleaning & Protection Accessories, HPG 5916 AER, and HPG 5920 US Endoscopy Instrument & Scope Care, Cleaning & Protection Accessories. V-PRO® Sterilizer Upgrade Promotion

THIS QUOTE DOES NOT REFLECT CEILING STRUCTURAL WORK AND/OR CONDUIT WORK. A CERTIFIED STERIS INSTALLER WILL COMPLETE A SITE VISIT WITH FACILITIES PERSONNEL TO REVIEW REQUIRED EXPECTATIONS AND EQUIPMENT DRAWINGS PRIOR TO INSTALLATION. THIS QUOTE DOES NOT INCLUDE PRE-INSTALL WORK.

This Quote reflects GR HEALTHTRUST HPG Contracted Pricing.

This quote reflects after hour install and deinstall charges.

NOTICE: The sale of Products or Services covered by this Quotation is subject to Customer's acceptance of STERIS Corporation's Terms and Conditions of Sale which can be found at http://www.steris.com/media/terms/TC_US_12_4_18.PDF or by [CLICKING HERE](#). Any additional or different terms or conditions proposed by Customer are rejected and will not be binding upon STERIS unless specifically agreed in writing by an authorized representative of STERIS.

HARRIS REGIONAL HOSPITAL
 Acct:26244 GLN: 1100005247888

STERIS Quote No: EZADNIK1043327
 Date: 11-Mar-2019
 Revision No: 3

Item	Equipment #	Description	Quantity	Extended Discount Price
1.0000	LG31	HarmonyAIR G5 Single Package, Non-Camera, Single Cardanic • Contract: GR HEALTHTRUST HPG-4880 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	8,768.23
1.0100	LV00006	Suspension Tube 9 Inch/225mm Suspension tube, 9" (225 mm) ; requires LV000003000 if used with monitors arms • Contract: GR HEALTHTRUST HPG-4880 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	252.75
1.0200	LY01	Control Panel Rough-In Box With Mud Ring The Harmony LC Surgical Lighting System provides premium lighting at exceptional value. This package includes the control panel rough-in box with mud ring. • Contract: GR HEALTHTRUST HPG-4880 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	36.93
2.0000	SE601772	Install Preassembled Harmony Light, No FPM STERIS Installation includes all necessary labor (non-union) and materials required to uncrate, set-in-place and assemble STERIS equipment. Price is for normal working hours, Monday – Friday 8 am -5 pm unless otherwise noted. STERIS also includes with its installation services an operational check-out test, any necessary adjustments and a demonstration of the equipment for appropriate facility personnel. Please refer to the STERIS terms and conditions of installation found later in this quotation for a more detailed description of the scope of work. - Pricing Includes Evening/Weekend Installation Labor	1	2,125.00
2.0100	SE6012721	Deinstallation of Lights STERIS will make all necessary utility disconnections, remove and transport equipment to a predetermined location within same customer facility for pickup or disposal. Customer is responsible for decontamination and release of the equipment as non-hazardous. Equipment disposition from the staging point will be dependent upon Customer selection of disposal option. If removed equipment is to become STERIS property, it will be held on-site at the designated location for pickup by STERIS representative within a reasonable time, not to exceed five (5) working days. - Pricing Includes Evening/Weekend Installation Labor	1	1,307.50
3.0000	SHIPPING & HANDLING CHARGES	STERIS's designated carriers are extensively trained to best handle our complex equipment needs and ensure safe and timely delivery of all products. Our carrier representatives work to ensure accurate deliveries specific to your timeline as well as problem resolution should there be any delays, damages or redelivery required.	1	693.05
Currency: USD		Quote Total Excluding Taxes		13,183.46

HARRIS REGIONAL HOSPITAL
Acct:26244 GLN: 1100005247888

STERIS Quote No: EZADNIK1043327
Date: 11-Mar-2019
Revision No: 3

NOTE: ALL TAXES ARE EXCLUDED UNLESS OTHERWISE STATED. IF EXEMPT, PROOF OF TAX EXEMPTION MUST ACCOMPANY ALL PURCHASE ORDERS.

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

Term of Payment: NET 45

Terms of Shipping: PPA (Prepay & Add)

FOB: Destination

HARRIS REGIONAL HOSPITAL
Acct:26244 GLN: 1100005247886

STERIS Quote No: EZADNIK1043327
Date: 11-Mar-2019
Revision No: 3

DELIVERY INSTRUCTIONS

Customer Purchase Order: _____

STERIS Sales Order Number: _____

Delivery Address: _____

Dock Days: M-F

Dock Hours: 730AM-4PM

Pre-call Required Yes No

Note: Carrier will call 24 hours in advance of shipment to notify of delivery the following day.

Appointment Required Yes No

Note: If appointment required, carrier will hold shipment till contact below is reached to set a delivery appointment.

Receiving Contact for Required Pre-call: _____

Receiving Contact Phone: _____

Receiving Contact Email: _____

Dock with Leveler Yes

Standard Size Dock (48-52" High) Yes

Accommodate 75ft x 13.5ft H Tractor Trailer (Trailer plus sleeper unit) Yes

If no, please specify max length/height of truck that can deliver: _____

Proper equipment available at Customer site to unload the equipment Yes No

Note: <1,000lbs: a pallet jack probably would suffice; >1,000lbs a fork lift would probably be the preferred method

Liftgate Required* No

Inside Delivery Beyond the Dock* Yes No

If yes, provide final delivery location (e.g. Room 204, Floor 4) _____

Equipment to be delivered to a construction site Yes No

If yes, PPE may be required by carrier. Please specify what PPE will be required for delivery: _____

Union Drivers Required on Site Yes No

Updated on: 8/8/2018

* = Additional Charges Apply

HARRIS REGIONAL HOSPITAL
Acct:26244 GLN: 1100005247888

STERIS Quote No: EZADNIK1043327
Date: 11-Mar-2019
Revision No: 3

By:
Eileen Zadnik
Senior Inside Sales Representative

Accepted For:
HARRIS REGIONAL HOSPITAL
Acct:26244 GLN: 1100005247888

Jodi Webb
Account Manager

STERIS Corporation
5960 Hensley Road
Mentor, OH 44060
Tel: 440-354-2600
Fax: 440-639-4450

Signature: _____

Title: _____

Date: _____

E-mail: _____

Purchase Order: _____

Want Date: _____

Ship To Address: _____

Bill To Address: _____

View order history and place orders for accessories, consumables and parts online. Visit us at <https://store.steris.com>

