**Physio-Control, Inc.**
11811 Willows Road NE
P.O. Box 97023
Redmond, WA 98073-9723 U.S.A
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To: Chief Jeff Morris
City of Euless Fire Department
201 N Ector Dr
EULESS, TX 76039
Phone: (817) 685-1659
Fax: (817) 685-1816
jmorris@ci.euless.tx.us

**Quote#:** **1-269291872**
Rev#: 3
Quote Date: 10/23/2013
Sales Consultant: Patrick Mockler
800-442-1142 x 72135
FOB: Redmond, WA

Terms: All quotes subject to credit approval and the following terms & conditions

**Contract:** None

**Exp Date:** **01/21/2014**

| Line | Catalog # / Description | Qty | Price | Unit Disc | Trade-In | Unit Price | Ext Total |
|---|---|---|---|---|---|---|---|
| 1 | **99577-001257 - LP15 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2/CO/MetHb, 12L GL, NIBP, CO2, Trend, BT** | 3 | $36,595.00 | $5,489.25 | $3,000.00 | $28,105.75 | $84,317.25 |
| | THE LIFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY ESCALATING (TO 360 JOULES) MULTI-PARAMETER MONITOR/DEFIBRILLATOR . 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486 (one per order) , SERVICE MANUAL CD- 21300-008084 (one per order) and SHIP KIT (RC Cable) 41577-000126 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED. | | | | | | |
| 2 | **21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY** | 15 | $412.00 | $61.80 | $0.00 | $350.20 | $5,253.00 |
| | RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE | | | | | | |
| 3 | **11996-000323 - MASIMO SET RED LNCS PATIENT CABLE - 4 FEET** | 3 | $196.00 | $29.40 | $0.00 | $166.60 | $499.80 |
| | RED LNC-04,PATIENT CABLE,4FT,REF 2055 | | | | | | |
| 4 | **11160-000001 - NIBP CUFF-REUSEABLE,INFANT** | 3 | $20.00 | $3.00 | $0.00 | $17.00 | $51.00 |
| 5 | **11160-000003 - NIBP CUFF-REUSEABLE,CHILD** | 3 | $23.00 | $3.45 | $0.00 | $19.55 | $58.65 |
| 6 | **11160-000007 - NIBP CUFF-REUSEABLE,LARGE ADULT** | 3 | $31.00 | $4.65 | $0.00 | $26.35 | $79.05 |
| 7 | **11577-000002 - LIFEPAK 15 Basic Carry Case w/ right & left pouches** | 3 | $276.00 | $41.40 | $0.00 | $234.60 | $703.80 |
| | Includes shoulder strap 11577-000001 | | | | | | |
| 8 | **11220-000028 - Top Pouch** | 3 | $49.00 | $7.35 | $0.00 | $41.65 | $124.95 |
| | Storage for sensors and electrodes. Insert in place of standard paddles. | | | | | | |
| 9 | **11260-000039 - LP15 Rear Pouch for carrying case** | 3 | $71.00 | $10.65 | $0.00 | $60.35 | $181.05 |

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***Quote Products (continued)***

| Line | Catalog # / Description | Qty | Price | Unit Disc | Trade-In | Unit Price | Ext Total |
|---|---|---|---|---|---|---|---|
| 10 | **MC999-001005-5 - POS - 5 YEAR . On-site repair and one inspection per year. Price per unit.**<br>Contracts with 4 and 5 year terms must be paid in full up front. | 3 | $5,165.00 | $0.00 | $0.00 | $5,165.00 | $15,495.00 |
| 11 | **50999-000117 - ZONE TRAVEL CHARGE: ZONE 1** | 5 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 12 | **11577-000004 - STATION BATTERY CHARGER**<br>AC OPERATION FOR STATIONARY APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC POWER CORD, MOUNTING BRACKET AND OPERATING INSTRUCTIONS | 3 | $1,633.00 | $244.95 | $0.00 | $1,388.05 | $4,164.15 |
| 13 | **11171-000032 - RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407**<br>RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407 | 3 | $844.00 | $126.60 | $0.00 | $717.40 | $2,152.20 |
| 14 | **11171-000033 - RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640**<br>RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640 | 3 | $844.00 | $126.60 | $0.00 | $717.40 | $2,152.20 |
| 15 | **11996-000311 - Patient simulator - ECG, 12 Lead**<br>Patient simulator - ECG, 12 Lead | 1 | $827.00 | $124.05 | $0.00 | $702.95 | $702.95 |
| 16 | **11171-000051 - DIGIT BOOT DBI-DC8, ADT REUSABLE SENSOR,REF 2652**<br>DIGIT BOOT DBI-DC8, ADT REUSABLE SENSOR,REF 2652 | 3 | $690.00 | $103.50 | $0.00 | $586.50 | $1,759.50 |

| | |
|---|---|
| SUB TOTAL | $117,694.55 |
| ESTIMATED TAX | $0.00 |
| ESTIMATED SHIPPING & HANDLING | $185.00 |
| **GRAND TOTAL** | **$117,879.55** |

**Trade-in Detail**

| Product | Qty | Unit Value | Total Value |
|---|---|---|---|

**Pricing Summary Totals**

| | |
|---|---|
| List Price: | $146,318.00 |
| Trade-ins: | - $9,000.00 |
| Cash Discounts: | - $19,623.45 |
| Tax + S&H: | + $185.00 |

**GRAND TOTAL FOR THIS QUOTE** **$117,879.55**

***TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT***

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER.A PURCHASE ORDER IS REQUIRED ON ALL ORDERS $10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES.THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: SP/02358601/1-4A1BLU

***Notes:***

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a $10 handling fee on any order less than $200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf

**Trade-In:**
**3x LP12 3Feat**
**Trade-in values are a function of the market value and the condition of the device at the time of trade in, thus values may be subject to change. Please note that device serial numbers are required at time of order.**

## TERMS OF SALE

### General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

### Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid an exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

### Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

### Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

### Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

### Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

### Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

### Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, Including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

### Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

### Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.