

**Fort HealthCare
611 Sherman Ave. E.
Fort Atkinson WI 53538**

CONDITIONS OF PURCHASE

1. ACCEPTANCE: This order is for the purchase and sale of the goods (herein referred to as "the Article") and/ or services described on the front side hereof and is Buyer's offer to Seller. Acknowledgement hereof by Seller to Buyer shall constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgment, commencement of delivery of the Articles and /or services and acceptance of such deliveries by Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed overriding agreement between the parties.

2. WARRANTY-PRODUCT: (a) The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code (See "CONTROLLING LAW") in effect on the date of this order. In addition to all warranties which may be prescribed by law, the Articles shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to Buyer, its successors, assigns, and customers, and to users of the Articles, for a period of one (1) year after delivery unless otherwise stated

(b) In addition to the warranties and conditions listed above, all orders by Buyer for electrical equipment are subject to the following conditions to which Seller hereby warrants and agrees:

- (1) Such equipment shall be UL listed as suitable for use in Health Care Facilities or an equivalent demonstration of safety.
- (2) Such equipment shall be provided with three prong, heavy duty power cords not to exceed eight feet in length and shall have a hospital grade plug.
- (3) The equipment shall meet the requirements of NFPA76B(T) for Risk Category I, II, III as applicable equipment with maximum leakage current not to exceed the values set forth in Table 1022A, Chapter III of NFPA76B(T). The actual leakage current test values for the pieces of equipment supplied shall be furnished at the time of delivery to the hospital.
- (4) The nameplate provided on the equipment shall indicate whether the appliance is Class ES-I or Class ES-II equipment and if it is suitable for use in Anesthetizing Locations under the requirements of NFPA56A, section 34 and 35.
- (5) In addition, suitable operator or user manuals are to accompany all units when delivered. Said Manuals shall include:
 - (A) Illustrations which show locations of controls.
 - (B) Explanation of the function of each control.
 - (C) Illustrations of proper connection to the patient and other equipment
 - (D) Step-by-step procedure for proper use of appliance.
 - (E) Safety precautions (or considerations) in application and in servicing.
 - (F) Effects of probable malfunctions on patient and employee safety.
 - (G) Difficulties that might be encountered, and care to be taken if the appliance is used on a patient at the same time as other electric devices.
 - (H) Repair manuals including schematic diagrams.
 - (I) Functional description of the circuit.
 - (J) Power requirements, heat dissipation, weight, dimensions, output current, output voltage and other pertinent data.
- (6) Condensed operating instructions are to be clearly and permanently displayed on the equipment itself.
- (7) Seller shall provide operator training and instruction by demonstration on the equipment supplied.
- (8) Seller shall provide preventive maintenance and repair instruction to hospital personnel.
- (9) Seller shall provide repair parts lists, ordering instructions, and information as to sources of supply for such repair parts.
- (10) All equipment, nameplates, warning signs, condensed operating instructions, labels, etc., are to be legible and remain so for the expected life of the equipment under the usual stringent hospital service and cleaning conditions. Labeling shall be clear and concise and free of misinterpretation.

3. INDEMNITY AND INSURANCE: (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of the purchase and/or use of the Articles purchased hereunder and/or arising out of Seller's (or its subcontractor's) work or performance hereunder and shall procure and maintain liability insurance with contracted liability coverage, with minimum limits of \$100,000/\$300,000/\$50,000 or with such higher limits as Buyer shall reasonably request. Seller shall on or before delivery of the Articles purchased hereunder, furnish to Buyer a Certificate of Insurance evidencing the foregoing coverages and limits.

(b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder.

(c) Seller shall defend, indemnify and hold harmless Buyer, the officers, directors, agents, and employees from and against any and all damages, charges, losses, (including the cost of any Articles lost by libel condemnation or voluntary recall), actions, and proceedings brought by the United States of America or any state or local government or any agency or instrumentality thereof against Buyer, its officers, directors, agents and/or employees or against any such Articles by reason of any claim or findings by and said public authority that nay such Articles are not as herein guaranteed.

(d) Contractors/Subcontractors shall submit certificate of insurance annually.

(e) Minimum liability limits:

- (1) General Liability- \$1,000,000 per occurrence/\$2,000,000 general
- (2) Automobile- \$1,000,000 combined single unit
- (3) Professional- \$1,000,000 (if there is professional exposure).
- (4) Environmental- \$1,000,000 (if there is a professional exposure).
- (5) Worker's compensation- \$100,000/\$500,000/\$100,000

4. TERMINATION: (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made of the time and in the quantities specified or in the event of a breach of failure of any of the other terms or conditions hereof

(b) Buyer may terminate this order in whole or in part, at any time for its convenience, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and the placement of subcontracts, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination.

(c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller.

(d) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records and papers relating thereto.

5. COMPLIANCE WITH LAWS: Seller guarantees to Buyer that the Articles comply with all federal, state and local laws, and all executive regulations, rules, declarations, interpretations and order issued thereunder.

6. CONTROLLING LAW: This order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Wisconsin.

7. GENERAL: All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by Buyer in writing. This order shall constitute the entire agreement between the parties.

8. The Seller expressly agrees that any terms or conditions contained on any form or agreement, which are not in full accord with the above-stated agreement and its terms, shall be null and void.