



**Stryker Premium™ Service Agreement - 1 Year**

3800 E. Centre Ave.  
Portage, MI 49002

QUOTE NUMBER: Donn Duren-Wise County

Date September 22, 2011  
Account # 1172079  
Account Name Wise County EMS  
Address PO Box 899  
City, State, ZIP Decatur, TX 76234

Contact \_\_\_\_\_  
Title/Dept. \_\_\_\_\_  
Phone # \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-mail \_\_\_\_\_

**This Stryker Service Program Includes:**  
\* All Parts Excluding Mattresses  
\* All Labor and Travel  
\* Factory Authorized Service Technician  
\* Stryker Factory Parts  
\* 2 Hour Call Response  
\* 2 Preventative Maintenance Check  
\* Joint Commission Paperwork

Rep Name: Donn Duren

Thank you for your interest in the *Stryker Premium™ Service Agreement*. World-class customer service and technical support programs help keep every product in top condition throughout its life span. Stryker offers a variety of service options that will maximize your product's life and availability. Please review the proposal and pricing information below.

**A SERVICE CONTRACT HELPS TO:**

- Ensure equipment reliability
- Stabilize maintenance budgets
- Diminish equipment downtime
- Establish Joint Commission documentation
- Increase product life
- Enhance trade-in value
- Address risk management and safety

Qty	Model #	Program	YEAR 1 Est. \$
8	6500	Premium	\$ 8,552.00
Annual investment for Program:			\$ 8,552.00
Volume Discount:			40%
<b>TOTAL INVESTMENT:</b>			<b>Year 1 \$ 5,131.20</b>

Stryker Service agrees to service the equipment listed on this Agreement.  
This Agreement shall be effective 9/15/2011 through 9/14/2012

Mel Pratt  
Contract Administrator

[Signature]  
Customer signature  
09/22/11  
Date Accepted

Sep 15 2011  
Date Offered

NA  
Purchase Order Number (MUST INCLUDE HARD COPY)

\*Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501

## **STRYKER MEDICAL SERVICE TERMS AND CONDITIONS**

The following terms and conditions shall apply throughout the term of this Service Contract (the "Agreement"), as more particularly set forth on the foregoing page 2 of this Agreement.

### **1. STRYKER PREMIUM™ - EXTENDED WARRANTY AGREEMENT**

Price includes labor and all parts associated with two (2) annual preventative maintenance inspections, unscheduled service calls, travel charges, and JCAHO equipment checklists. Replacement parts do not include mattresses, batteries, probes and other disposable or expendable parts. Replacement parts damaged by misuse or abuse are not covered under this Agreement.

### **2. INITIAL REPAIRS**

This Agreement shall be applicable only to such equipment as listed on page 2 of this Agreement (the "Equipment"), which has been determined by Stryker Medical's Service Representative to be in good operating condition upon his/her initial inspection thereof. If initial repairs are required to put "out of warranty" equipment in good operating condition, the cost of such initial repairs will be separately invoiced at Stryker Medical's then current hourly labor rate plus parts at Stryker Medical's then current list price.

### **3. ADVANCE NOTIFICATION**

Maintenance Service calls will be scheduled annually twice a year at a mutually agreed upon time between CUSTOMER and Stryker Medical. Equipment not made available at the mutually agreed upon time will be serviced during the next scheduled service call or at another specified date. Any Maintenance Service calls which are not done as part of the once a year maintenance program will be at the expense of the CUSTOMER. Such arrangements will include travel and other special charges at Stryker Medical's then current rates. Any Maintenance Service call scheduled outside of Stryker Medical's normal working hours will carry an additional charge.

### **4. SERVICE CALL ACTIVITY**

On each scheduled service call, Stryker Medical's Service Representative will inspect and adjust each available item of Equipment as required in accordance with Stryker Medical's then current maintenance procedures for said Equipment. The maintenance services will be performed annually each year. Stryker may amend this Agreement if there are any discrepancies on the number of inspections, price, equipment, or location.

### **5. SERVICE INVOICING**

All prices are exclusive of taxes. All taxes, when applicable, will appear as separate items on Stryker Medical's invoice. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice.

Failure to comply with Net 30 Day terms will constitute breach of contract and future service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker Medical reserves the right, with no liability to Stryker Medical, to cancel any contract on the basis of payment default for any previous product or service provided by Stryker Medical or any of its affiliates.

### **6. PRICE CHANGES**

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement. And will continue in effect throughout the duration of Agreement. Please be advised of the following Stryker Service pricing charged on a time and materials basis:

**EMS PRODUCTS = Labor @ \$135 per hour, Travel @ \$125 per hour (portal to portal) - Parts per quote plus shipping**

### **7. OPERATION MAINTENANCE**

Stryker Medical service is ancillary to and not a complete substitute for the requirements of users to adhere to the routine maintenance instructions provided by Stryker Medical, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

### **8. SERVICE EXCLUSIONS**

Notwithstanding any other provision of the Agreement, this Service does not include repairs to mattresses, broken I.V. poles, or any other service made necessary by abuse, misuse, negligence, accident, catastrophe, act of God or any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker Medical personnel.

### **9. WARRANTY LIMITATIONS**

During the term of this Agreement, Stryker Medical will maintain the Equipment in good working condition during Stryker Medical's normal working hours. There are no express or implied warranties by Stryker Medical other than the warranties hereinabove described with respect to the Equipment. Stryker Medical makes no warranty of merchantability or fitness for a particular purpose with respect to the Equipment or parts thereof. Stryker Medical's liability on any claim whether in contract or otherwise, for any loss or damage arising out of, connected with or resulting from the repair of any product furnished hereunder shall in no event exceed the price paid for said repair which gives rise to the claim. In no event shall Stryker Medical be liable for incidental, consequential or special damages. Notwithstanding the foregoing, nothing herein shall be deemed to disclaim Stryker Medical's liability to third parties resulting from the sole negligence of Stryker Medical as determined by a court of law.

### **10. EQUIPMENT SCHEDULE CHANGES**

During the term of the Agreement and upon Stryker Medical's written consent, which will not be unreasonably withheld, additional equipment may be included in this Agreement. All additions are subject to the terms and conditions contained herein. Stryker Medical shall adjust the charges and modify the Agreement to reflect the additions.

**11. ACCEPTANCE-LENGTH OF AGREEMENT**

To receive the desired service, on the terms described herein, please indicate CUSTOMER's acceptance by signing this Agreement where indicated on page 2 hereof and returning to Stryker Medical all copies of the Agreement within thirty (30) days of the DATE OFFERED date indicated on page 2 of this Agreement. This Agreement can be canceled by either party by giving at least thirty (30) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement set forth on page 2 hereof, CUSTOMER will be charged for the months covered during contract period and for all parts, labor, and travel need to maintain the Equipment during the Agreement period with no early cancellation penalties.

**12. PERFORMANCE EXCLUSIONS**

Service and articles delivered by Stryker Medical hereunder shall be subject to and conditional upon floods, strikes, other labor disturbances (regardless of the reasonableness of the demands of labor), riots, fires, accidents, wars (present and future), embargoes, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government or any other cause (whether similar or dissimilar to the foregoing) beyond Stryker Medical's reasonable control.

**13. SEVERABILITY OF PROVISIONS**

The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement.

**14. GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of ~~Michigan~~

Texas, TX  
BHC  
1/20

# SERIAL NUMBER SHEET

6500	051239746
6500	060540042
6500	060540043
6500	070841471
6500	080139598
6500	081139550
6500	081139551
6500	090740298