

Clay County Memorial Hospital

HHAC Quotation for:

Clay County Memorial Hospital

310 W South St
Henrietta, TX 76365
US

This quotation constitutes Hitachi Healthcare Americas Corporation's offer to provide products and services described herein. By signing below, the Customer unconditionally accepts Hitachi Healthcare Americas Corporation's offer, including all of the terms and conditions of the offer contained herein.

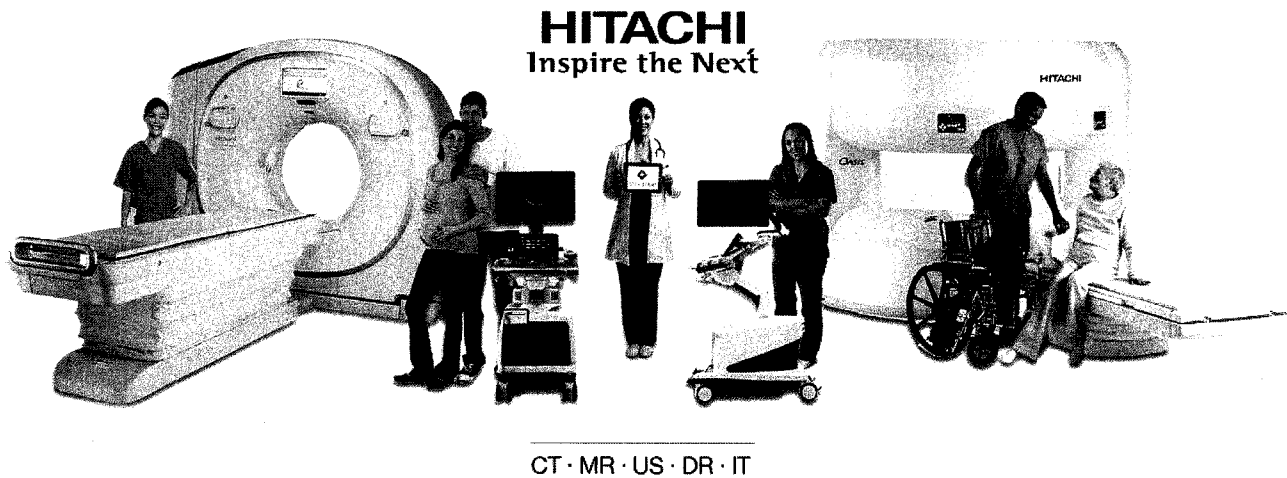
This agreement shall not bind Hitachi Healthcare Americas Corporation until it has been countersigned by an authorized representative in its corporate offices in Twinsburg, Ohio.

Ship To Address:

Clay County Memorial Hospital

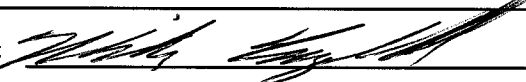
310 W South St
Henrietta, TX 76365
US

Quotation Valid: 45
Expiration Date: 11/13/2020
Account Executive: Meagan Howard
Phone Number: (330) 425-1313 x3352
Email Address: HowardM@hitachihealthcare.com



Customer Acceptance

Hitachi Healthcare Americas Corporation

Signature: 	Submitted by: _____	Date: _____
Print Name: _____	Accepted by: _____	Date: _____
Print Title: _____		
Date: _____		

NON-DISCLOSURE STATEMENT: The CONTENTS OF THIS QUOTATION SHALL NOT BE DISCLOSED TO ANYONE EXCEPT TO EMPLOYEES OF CUSTOMER WITH A LEGITIMATE NEED TO KNOW SUCH INFORMATION WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF HHAC.

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System

Quantity	Item	Part Number	Description	List Price	Unit Price	Extended Unit Price
1	530654	530654	SUPRIA™ True64 CT System	1,000,000.00	364,000.00	364,000.00

SUPRIA True64 provides up to 128 reconstructed slices, is XR-29 Smart Dose compliant and provides High-end Non-Cardiac Imaging, Dose Reduction and Performance in a new generation Compact CT design. SUPRIA True64 is the premier model within Hitachi's Supria CT Family and includes True 64 image acquisition utilizing 64 discrete detector and electronic processing channels to provide thin slice imaging (0.625mm) at both 20mm and 40mm detector coverages. SUPRIA True64 combines a more Open gantry design and heavier weight capacity patient table with a robust set of features that enable faster workflow across a wide range of clinical applications.

Included Items

Quantity	Item	Part Number	Description	List Price	Unit Price	Extended Unit Price
1	962587	FineRecon128	Fine Recon 128 Software - Supria True64	10,000.00		Included

Provides 128-slice reconstruction of axial scans for enhanced z-axis MPR clarity.

Included Optional Items

Quantity	Item	Part Number	Description	List Price	Unit Price	Extended Unit Price
1	953014	953014	ECG Gating Scan Mode **KIT** ≥W5059/W8009 - Supria	20,000.00		Included

Prospective ECG Gated Scan Acquisition Mode for Calcium Scoring using separate post-processing capability. Includes, IVY Biomedical Cardiac Trigger Monitor Model 3000H-B.

Included Services and Allowances

Quantity	Item	Part Number	Description	List Price	Unit Price	Extended Unit Price
12	814268	814269	Months of Additional Warranty - Supria Plus/True64 *12 months of additional warranty for a total of 24 months*	7,100.00		Included

Extended Warranty – Number of extended warranty months (quantity chosen): includes x-ray tube, Preventative Maintenance parts and all parts and labor (excludes third-party items such as printer, injector, etc.) Additional shipping charges for parts to sites located outside the contiguous U.S. may apply. PMs will be performed at manufacturer recommended intervals. The HHAC warranty will begin upon completion of installation. During the warranty period, HHAC service coverage hours will be 8:00 a.m. to 9:00 p.m., Monday through Friday. Preventative Maintenance can be scheduled during these hours allowing completion by 9:00 p.m.

1	662533	ShipIns-CT	Shipping & Insurance - CT System	10,000.00		Included
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Includes domestic truck freight charges and transportation insurance; additional charges apply for international and ocean freight expenses

1	620141	620141	Installation Services - Supria Plus/True64			Included
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Supria Installation – This option specifically includes only the following items:

- a. Preparation of a Basic Site Plan
- b. Installation, Calibration, and Testing of System

Excluded from the installation cost are such typical items as: Transportation, Rigging System into Scan Room, Site Construction, Construction providing a clear path for Rigging, Floor Shoring, Floor Leveling, etc.

1	625871	625871	Rigging Allowance - CT System	5,000.00		Included
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A rigging allowance for standard rigging costs into a room on ground floor of the building occurring between standard working hours Monday through Friday 8:00 am to 5 pm. Provided no monies are then due and owing to HHA, upon receipt by HHA of the final system payment, HHA will promptly pay the rigging invoice on behalf of the customer, not to exceed \$5,000.

Any construction and shoring costs associated with providing a clear rigging path are the responsibility of the customer. Any rigging requiring a special crane (e.g. over 80 tons), special site requirements (e.g. seismic anchoring, split delivery, removal of existing equipment) and or beyond the standard rigging definition (e.g., multiple story, chiller on roof, afterhours/weekends/holidays) is an incremental cost and the responsibility of the customer. Any additional costs due to the rescheduling of the rig/delivery by the customer or their agents (General Contractor) will be the responsibility of the customer.

1	420111	420111	Uptime Guarantee- 99%		Included
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Hitachi guarantees 99% uptime on the operation of your system. For every quarter covered by your warranty or SMA that you're down more than 1% of the time, you'll received an additional month of service free of charge. (Excludes downtime as a result of the Chiller, where applicable)

12	103692	103692	Months of Standard Warranty - Supria Plus/True64	7,100.00	Included
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Standard Warranty – Warranty price includes system warranty (number of months indicated in Quantity column of Price Page), including x-ray tube, Preventative Maintenance and all parts and labor (excludes third-party items such as printer, injector, etc.) Additional shipping charges for parts to sites located outside the contiguous U.S. may apply. PMs will be performed at manufacturer recommended intervals. The HHAC warranty will begin upon the completion of installation. During the warranty period, HHAC service coverage hours will be 8:00 a.m. to 9:00 p.m., Monday through Friday. Preventative Maintenance can be scheduled during these hours allowing completion by 9:00 p.m.

Payment Terms:

Total Amount: \$364,000.00

- a. \$25,000 is due with the signed order
- b. Balance equaling a total of 25% is due 90 days prior to shipment
- c. An Additional 65% is due upon delivery and before installation
- d. 10% is due upon completion of installation and before first clinical use

Additional Cost Items

Quantity	Item	Part Number	Description	List Price	Unit Price	Extended Unit Price
6	452035	SMA-ZioPkg1	Years of Service Agreement - ZioStation Package I	1,891.50	1,891.50	11,349.00
Service agreement coverage commences following 1 year warranty on ZioStation WorkStation Software.						
1	523956	523956	ZioStation CT Workstation Software, Pkg. I (Requires ECG Scan Mode)	25,000.00	20,000.00	20,000.00
ZioStation (Base) Client-Server Advanced Visualization and Analysis Software, including the image processing sever, DICOM database software, client access point software applications and 1 year software warranty. Includes 3D Standard, 4D Analysis, Vessel Analysis, Slab MIP and Viewer. For 1 concurrent user, Includes: • CT Calcium Scoring processing application (Requires ECG Scan Mode Package) This ZioStation software is to be installed on a customer provided PC.						
1	279109	279109	SOFTWARE/CLINIQCCT 3D SPINE & HIP SOFTWARE/70001	22,500.00	18,500.00	18,500.00

QUOTE TERMS AND CONDITIONS

1. Refer to Sales Terms and Conditions section in the Specifications portion of the quotation for complete terms and conditions.
2. Customer is responsible for providing all site preparation necessary for installation and operation of the equipment.
3. While HHAC will use its best effort to deliver all purchased options with the system, Purchaser agrees that availability, or lack thereof, of a specific option will not hold up acceptance or any progress payments on the remainder of the system.
4. The customer is responsible for its compliance with any applicable local or state laws and regulations that may be applicable to the purchase and/or installation of the equipment quoted herein.
5. The price as quoted is only valid if the attached Service Maintenance Agreement is signed at the time of equipment purchase. See SMA for coverage period after any applicable system warranty expires. The Service Maintenance Agreement attached includes Point of Sale discounts applicable if it is signed at the time of equipment purchase.
6. Credit card payments over \$25K are subject to 3% processing fee.
7. This contract shall be governed by the laws of the State of Ohio, without application of its conflict of laws provision. The customer and Hitachi Healthcare Americas Corporation agree to submit to the jurisdiction of the state or federal courts located in Ohio for any suits involving this agreement: with such jurisdiction and venue being exclusive.

TERMS AND CONDITIONS OF SALE

- 1. TERMS AND CONDITIONS OF CONTRACT.** This contract for sale of goods by Hitachi Healthcare Americas Corporation shall be only upon the terms stated herein. Any additional or different terms proposed by the Customer (whether in any purchase order, acknowledgment or other document now or hereafter submitted by the Customer) are hereby rejected and will be of no effect upon Hitachi Healthcare Americas Corporation unless expressly agreed to in writing by an authorized representative at Hitachi Healthcare Americas Corporation executive offices in Twinsburg, Ohio.
- 2. ENTIRE AGREEMENT; MODIFICATION.** This contract constitutes the entire and only agreement between Hitachi Healthcare Americas Corporation and the Customer concerning the subject matter covered herein. No modification of this contract shall be binding on Hitachi Healthcare Americas Corporation unless agreed to in writing by an authorized representative at Hitachi Healthcare Americas Corporation executive offices in Twinsburg, Ohio.
- 3. TAXES.** Prices do not include applicable sales, excise, use or other taxes, duties or fees now in effect or hereinafter levied which Hitachi Healthcare Americas Corporation may be required to pay or collect in connection with the sale of goods to the customer, whether or not expressly set forth herein or in any quotation furnished with respect to the goods; all such taxes, duties and fees shall be the obligation of the Customer who shall promptly pay the same to Hitachi Healthcare Americas Corporation upon request.
- 4. PAYMENT.** Each invoice for goods shipped shall be paid net 30 days from the date of invoice, unless otherwise specified. Hitachi Healthcare Americas Corporation reserves the right to change the terms of payment or to require payment prior to delivery if, in Hitachi Healthcare Americas Corporation's opinion, the Customer's financial condition, the Customer's failure to pay Hitachi Healthcare Americas Corporation for other orders, or other circumstances so warrant. Overdue payments shall be charged at the rate of 18% per annum or the maximum permitted by applicable law, whichever is less. If Hitachi Healthcare Americas Corporation retains a collection agency or attorney to collect overdue payments, all collection costs, including attorney's fees, shall be payable by the Customer. Furthermore, the Customer's failure to pay Hitachi Healthcare Americas Corporation for goods sold hereunder shall entitle Hitachi Healthcare Americas Corporation without prior notice to the Customer, to withhold service on such goods.
- 5. SECURITY INTEREST.** The customer hereby grants to Hitachi Healthcare Americas Corporation a purchase money security interest in and the right to possession of the goods upon the Customer's default in payment thereof until all payments hereunder have been made in full. Customer authorizes Hitachi Healthcare Americas Corporation to execute and/or file any documents necessary for Hitachi Healthcare Americas Corporation to perfect such security interest. If the Customer fails to pay any amount when due hereunder, Hitachi Healthcare Americas Corporation may, without limitation, and without prior notice to the Customer, peaceably enter any premises in which the goods may be found and render inoperable or remove the same. Neither the foregoing nor any provision of paragraph 5 shall constitute an election of remedies on the part of Hitachi Healthcare Americas Corporation.
- 6. DELIVERY.** Unless otherwise specified, goods shall be delivered to the Customer F.O.B. Hitachi Healthcare Americas Corporation facilities at Twinsburg, Ohio. Title to and risk of loss of any goods shall pass to the Customer on delivery. Delivery of the goods to a common carrier will be deemed a satisfactory delivery by Hitachi Healthcare Americas Corporation to the customer. All shipping cost including insurance shall be for the account of and paid by the Customer. In connection with delivery of the goods, the Customer may designate in writing not less than ten (10) days prior to the shipment date the carrier for shipment and the amount of insurance and the nature of coverage. If the Customer fails to so designate any or all such items, Hitachi Healthcare Americas Corporation will, on behalf of and for the benefit of the Customer, insure to full value the goods shipped or declare full value thereof at the time of delivery to the common carrier selected by Hitachi Healthcare Americas Corporation. In any case, Hitachi Healthcare Americas Corporation will select, at its discretion, the types and amount of packaging and the carrier of any insurance. In the event of loss or damage of any of the goods during shipment, the Customer should make claim against the carrier. Hitachi Healthcare Americas Corporation shall have the right to make shipments and/or deliveries in separate lots and each such shipment or delivery shall constitute a distinct and separate contract.
- 7. INSPECTION.** The Customer shall promptly inspect the goods upon receipt. The Customer will be deemed to have accepted the goods if the Customer fails to give written notice of rejection of the items shipped with a statement as to the deficiencies with the item within 10 days of receipt of goods.
- 8. DELAY.** Hitachi Healthcare Americas Corporation shall be excused from any delay or failure in performance of this contract due to acts of God, perils of the sea, fire, flood, epidemic, war, civil disorder, government acts or restrictions, accidents, plant conditions, strikes, labor difficulties, failure or delay in transportation, shortages of fuel, energy, labor or materials, failure of Hitachi Healthcare Americas Corporation's supplier(s) to perform its contract(s) with Hitachi Healthcare Americas Corporation or any other causes beyond Hitachi Healthcare Americas Corporation's reasonable control affecting production, transportation or delivery of the goods.

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- 9. WARRANTY; LIMITATION OF CONTRACT REMEDIES.** Hitachi Healthcare Americas Corporation warrants that the goods, at the time of delivery to the Customer, shall be free from defects in material and workmanship. This warranty is conditioned upon the Customer giving Hitachi Healthcare Americas Corporation written notice of any defect within the warranty period of delivery of the goods; provided, however, such notice must be given within 90 days of delivery in the case of static transducers and software, and within 30 days of delivery in the case of spare parts. EXCEPT AS EXPRESSLY STATED HEREIN HITACHI HEALTHCARE AMERICAS CORPORATION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND TRADE, OR SAMPLES PREVIOUSLY SUPPLIED. Hitachi Healthcare Americas Corporation obligation and liability under this warranty are limited solely, at Hitachi Healthcare Americas Corporation's option, to: (a) repair or replacement of defective goods or (b) repayment of or reduction in a reasonable portion of the defective goods purchase price. Hitachi Healthcare Americas Corporation shall not be liable to the Customer for any special, indirect, incidental or consequential damages, or for any lost profits resulting from breach of warranty or any other provision of this contract, or for any liability of the customer to any third party. In no event will any claim against or recovery from Hitachi Healthcare Americas Corporation be greater in amount than the purchase price of the goods with respect to which such claim or recovery is made. Hitachi Healthcare Americas Corporation warranties and obligations hereunder shall terminate without notice to the Customer if the goods are subject to misuse, improper application or alteration or are repaired by other than a Hitachi Healthcare Americas Corporation authorized service representative.
- 10. RETURN.** No part of the goods purchased are to be returned to Hitachi Healthcare Americas Corporation unless prior authorization in writing has been secured from an authorized representative of Hitachi Healthcare Americas Corporation's executive offices at Twinsburg, Ohio. All returned goods are subject to a restocking fee. Customer is responsible for all shipping changes and the goods returned shall be shipped F.O.B. Hitachi Healthcare Americas Corporation facilities at Twinsburg, Ohio.
- 11. ASSIGNMENT.** No assignment of rights or delegation of duties under this contract shall be binding upon Hitachi Healthcare Americas Corporation without its written consent executed by an authorized representative at Hitachi Healthcare Americas Corporation's executive offices in Twinsburg, Ohio.
- 12. CHANGES IN GOODS.** Hitachi Healthcare Americas Corporation may change the construction or design of the goods without notice to the Customer so long as the function and performance of the goods are not thereby substantially altered.
- 13. UPGRADES.** Unless otherwise specified in writing, the price of all upgrades assumes the return or replaced components to Hitachi Healthcare Americas Corporation in exchange for the upgrade components supplied by Hitachi Healthcare Americas Corporation.
- 14. EXPORT RESTRICTION.** Purchaser represents and warrants that Purchaser shall not use any Products, software and/or technology relating thereto provided by Hitachi Healthcare Americas Corporation under this agreement and any other products, software and/or technology manufactured or developed using products, software and/or technology (hereinafter called, "PRODUCTS") for the purposes of disturbing international peace and security, including (i) the design, development, production, stockpiling or any use of weapons of mass destruction such as nuclear, chemical or biological weapons or missiles, (ii) other military activities, or (iii) any use supporting these activities.

Purchaser also represents and warrants that Purchaser shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the PRODUCTS to any third party, whether directly or indirectly, with knowledge or reason to know that the third party or any other party will engage in the activities described above. Purchaser shall obtain these same representations and warranties from any third party to whom Purchaser sells, exports, disposes of, licenses, rents, transfers, discloses or otherwise provides the PRODUCTS.

Furthermore, Purchaser shall not directly or indirectly, export, re-export tranship or otherwise transfer the PRODUCTS in violation of any applicable export control laws and regulations promulgated and administered by the governments of the countries asserting jurisdiction over the parties or transactions.

"Provisions of 38USC 2012, the Vietnam Era Veterans Readjustment Assistant Act of 1974, provisions of Section 503 of the Rehabilitation Act of 1973 and provisions of Section 202 of Executive Order 11246, as amended are herein included by reference."