

Purchase & Sale Agreement

Date: 8/1/2022

Contract Number

Customer Number

Customer Williamson County EMS

Effective Date Date of last signature

Contact Name Contracts Manager

Expiration Date One year thereafter

Address 3189 SE Inner Loop
City, State, Zip Georgetown,
Texas 78626-
6388

Sales Representative Heidi McGregor

This Purchase and Sale Agreement ("Agreement") is entered into as of the Effective Date entered above by and between Williamson County, Texas, a political subdivision of the State of Texas ("Customer") and Stryker Sales, LLC ("Stryker").

RECITALS

- I. Stryker is engaged in the manufacture and supply of certain medical equipment and accessories "Products").
- II. Customer provides healthcare services which, from time to time require the use of Products supplied by Stryker and Customer intends to acquire these Products from Stryker.
- III. The parties enter into this Agreement to identify the terms and conditions upon which Stryker will make its Products available to Customer.

NOW, THEREFORE, Customer and Stryker agree as follows:

1. **Terms of Sale.** The purpose of this Agreement is to allow Customer access to Products at discounted pricing, based on Customer's agreement to meet the Conditions set forth in Paragraph 2.
2. **Conditions.** The offer to purchase extended under this Pricing Agreement is conditioned upon Customer purchasing for Products described in Exhibit A from throughout the Term of this Agreement.
3. **Term.** This Agreement begins on the Effective Date and will expire on the Expiration Date listed above. Thereafter, and subject to the provisions below headed, "Termination", this Agreement shall automatically renew from month to month for a period of up to three (3) months. This Agreement will then terminate in its entirety, unless extended by mutual agreement of the Parties.
4. **Pricing.** Stryker extends to Customer an offer to purchase the Products described in Exhibit A at the net prices herein indicated. Not more frequently than annually, Stryker may adjust the prices for Products in an amount not to exceed three percent (3%) of the then-current price.

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 covered by this document. Taxes will be invoiced in addition to the price of the Products covered by this document unless Stryker received a copy of a valid exemption certificate prior to delivery.

Discounts may not be combined with other special terms, discounts, and/or promotions.

5. **Authorized Purchasers.** If Customer is affiliated with certain other facilities involved in the delivery of healthcare services, those facilities are identified in Exhibit C. The parties intend that the terms of this Agreement be extended to the facilities identified in Exhibit C.
6. **Products.** The Products provided under this Agreement are set forth on Exhibit A.

6.1. **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

6.2. **Minimum Order Quantity.** Stryker requires a minimum order of \$200.00.

6.3. **Shipping and Delivery.** Delivery shall be F.O.B. destination, prepaid and added to the invoice. 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 Customer, Stryker will obtain transportation on Customer's behalf and for the Customer's account. Delivery dates are approximate and governed by the provisions in the paragraph entitled "Delays" below. Freight is prepaid by Stryker and added to Customer's invoice.

6.4. **Inspections.** Within 30 days of receipt of a shipment, Customer shall notify Stryker of any claim for Product damage or nonconformity. Stryker, at its sole option and discretion, may repair or replace a Product to bring it into conformity. Return of any Product by Customer shall be governed by the provisions of paragraph entitled "Returned Product" below. Payment of Stryker's invoice is not contingent on immediate correction of nonconformities.

6.5. **Returned Product.** Stryker will accept the return of any Product under any of the following circumstances:

- the Product is shipped in error;
- the Product is shipped after the Product's expiration date;
- the Product is received by the Customer in a damaged, defective, or nonconforming condition;
- Stryker specifically authorizes the return of the Product; or
- the Product is recalled and must be removed from the market.

Stryker will accept the return of any Product for a full credit if Customer returns the Product to Stryker (a) within 30 working days from the date the Customer receives the Product, or (b) within 30 working days from the date the Customer receives notice of recall, if applicable. Customer acknowledges that Products have varying shelf lives and that certain restrictions and/or restocking charges may apply to Products returned after the applicable 30-day time period.

If Customer desires to return a Product, Customer must call its local Stryker representative or Stryker's regional sales office for information on credit or replacement of any purchased and non-expired Product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the Product to Stryker in its original packaging, unopened, and undamaged, except for Product(s) that are received by in a damaged, defective, or nonconforming condition, which Products may be returned in their existing condition. Stryker will not accept the return of a non-defective and conforming Product if Customer breaks the security seal on the Product.

6.6. **Authorized Distributor.** Customer may make purchases under this Agreement through an authorized distributor. Should Customer elect to use a distributor to make purchases, Customer shall identify the authorized distributor on Exhibit C. On the condition that such distributor agrees in writing to: (i) identify on a purchase order or other written document its purchases for Customer; (ii) to ship such Product(s) only to Customer; and (iii) to otherwise accept the terms of this Agreement, Stryker will extend the terms of this Agreement to the distributor.

6.7. **No Resale.** Customer agrees that Products purchased hereunder will not be resold to third parties or reshipped to any persons or places prohibited by the laws of the United States of America.

7. **Warranty.** The following warranties are the only warranties covering any Product provided under this Agreement.

7.1. **Product Warranty.** Stryker warrants the Products in accordance with its Limited Warranty which is delivered with each Product sold hereunder to which it applies, current edition attached hereto as Exhibit B. Stryker reserves the right to modify this warranty for future purchases.

7.2. **STRYKER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. SPECIFICALLY, AND NOT BY WAY OF LIMITATION, STRYKER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. **Right to Audit:** Stryker agrees that the Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Stryker which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Stryker agrees that the Customer shall have access during normal working hours to all necessary Stryker facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give Stryker reasonable advance notice of intended audits.
9. **Patent Indemnity.** Upon receipt of prompt notice from Customer and with Customer's authority and assistance, Stryker agrees to defend, indemnify and hold Customer harmless against any claim that the Stryker Products covered by this Agreement directly infringe any United States Patent.
10. **Intellectual Property.** Through the purchase of Stryker Products, Customer does not acquire any interest in any tooling, drawings, design information, computer programming, software or firmware, patents, intellectual property, or copyrighted or confidential information related to the Products. Customer expressly agrees not to reverse engineer or decompile Products or related software and information.
11. **Confidentiality.** The terms of this Agreement are confidential. Neither party shall disclose confidential information to any third party without the prior written consent of the other party, except where such disclosure is required by law.
12. **Product Training and Support.** Stryker will make appropriate training and education available to physicians, nurses and Customer staff regarding the safe and effective use of Stryker's Products as mutually agreed upon by the parties.
13. **Independent Parties.** The relationship between the parties is that of independent contracting parties. Stryker shall have no power to bind or obligate Customer in any manner. Likewise, Customer shall have no power to bind or obligate Stryker in any manner.
14. **Choice of Law.** The rights and obligations of Stryker and Customer related to this Agreement shall be governed by the laws of the state where Customer is headquartered. In the event of a dispute, the other party shall reimburse all costs and expenses incurred by the substantially prevailing party related to enforcement of its rights under this Agreement including reasonable attorneys' fees.
15. **Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
16. **Notice.** Any notice to be given by either party to the other must be in writing and may be effected either by personal delivery, delivery by an overnight courier with tracking capability or by United States certified mail, return receipt requested, postage prepaid. Notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other.
17. **Compliance with Federal and State Confidentiality Laws.** Both parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws and regulations. The parties further acknowledge that Stryker may be obligated to Customer to adhere to the business associate requirements of the Standards for Privacy of Individually Identifiable Health Information ("HIPAA Privacy Regulation") published at Title 45 of the United States Code of Federal Regulations parts 160 and 164.
18. **Compliance with Laws.** The parties agree to comply with their respective obligations under federal, state or other applicable laws or regulations and to properly report the value of any discount or rebate earned or received hereunder, if required.
19. **New Technology Pricing.** As mandated by federal laws and regulations, Stryker does not promote products and/or therapies that have not been approved by the U. S. Food and Drug Administration. Upon commercial release of a new product, Stryker will negotiate with Customer regarding the price for the new product and the addition of the new product to this Agreement or an amendment hereto.
20. **Assignment.** This Agreement and the rights, duties and responsibilities of the parties shall not be assigned to a third party without the prior express written consent of the other, except that Stryker may assign this Agreement without such consent to any person, firm or corporation succeeding to its business and also to any parent, subsidiary or affiliated company of Stryker.
21. **Limitation of Liability.** To the extent authorized under Texas law, Neither party shall be liable to the other party for special, punitive, incidental, consequential or indirect damages in connection with this Agreement or performance hereunder.
22. **Force Majeure.** Neither party shall be liable to the other party in respect of any delay or failure to perform that results from any

event or cause that is beyond the reasonable control of the party obligated to perform 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 Stryker's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of contract by either party.

23. **Severability.** If any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
24. **Authority.** The parties represent that they have the authority to enter into this agreement. The parties further represent that the terms of this agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.
25. **Non-waiver.** The failure by one party to take action or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default
26. **Construction of Agreement.** Each party represents that it has had an opportunity to negotiate and cooperate in the drafting and preparation of this Agreement and no principles of construction shall be applied against either party on the basis that such party drafted this Agreement.
27. **Termination.** Upon written notice, either party may terminate this Agreement upon the occurrence of any of the following events:
- A material breach of one or more terms of the Agreement by the other Party, and the failure of the breaching party to cure the breach within 30 days of written notice of the breach;
 - The insolvency or bankruptcy of the other party;
 - Thirty (30) days prior written notice to the other party.
28. **Entire Agreement.** Stryker agrees to furnish the Products ordered by Customer subject to the terms of this Agreement which reflect the complete agreement between Stryker and Customer regarding the subject of this Agreement and supersede all of the negotiations, understandings, and representations (if any) made by the parties. None of the terms and provisions of this Agreement may be amended, supplemented, waived or changed orally or by terms contained in any purchase order or other documents submitted by Customer, but only by writing signed by each of the parties.
29. **Signatures.** This Agreement may be executed in multiple originals, each of which shall be deemed an original hereof, and all of which constitute one and the same agreement. This Agreement is also valid if signatures are exchanged by facsimile or electronic mail.
30. **No Waiver of Sovereign Immunity or Powers.** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
31. **Texas Law Applicable to Indemnification.** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.
32. **Venue and Governing Law.** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
33. **Proprietary Information and Texas Public Information Act.** All material submitted to Williamson County shall become public property and subject to the Texas Public Information Act upon receipt. If a Vendor does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Vendor, Williamson County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Vendor.
34. To the extent, if any, that any provision in an IFB or in the Vendor's Bid or Vendor's Contract is in conflict with Tex. Gov't Code

552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

IN WITNESS WHEREOF, the parties hereby indicate their agreement to the terms of this Agreement by the signatures of their authorized representatives.

Stryker Sales, LLC

By: Jennifer N. Collins
Name: Jennifer N. Collins

Title: Manager, Contracts & Pricing

Date: 9/19/22

Williamson County, TX

By: _____
Name: _____

Title: _____

Date: _____

All notices and final executions to: USContracts@stryker.com.

**EXHIBIT A
PRODUCT PRICING**

	Product	Description	Qty	Sell Price	Total
1.0	6500160000	Base Storage Net	1	\$183.16	\$183.16
2.0	6082160050	3' Restraint Extender	1	\$28.12	\$28.12
3.0	6500001430	X-RESTRAINT PACKAGE	1	\$185.44	\$185.44
4.0	6500001403	X-BUCKLE TONGUE AND STRAP	1	\$40.28	\$40.28
5.0	6500001402	X-DOUBLE BUCKLE STRAP	1	\$38.89	\$38.89
6.0	6500001401	SHOULDER RESTRAINT	1	\$30.32	\$30.32
7.0	11171-000065	Masimo M-LNCSBI, Adult Reusable Soft SpO2 only Sensor. For use with RC Patient Cable.	1	\$272.08	\$272.08
8.0	21996-000109	Titan III WiFi Gateway	1	\$841.32	\$841.32
9.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	1	\$41.80	\$41.80
10.0	11171-000040	Masimo M-LNCSediatric Single Patient Use Adhesive SpO2 only Sensor. Box of 20. For use with RC Patient Cable.	1	\$290.32	\$290.32
11.0	11160-000011	NIBP Cuff-Reusable, Infant	1	\$19.00	\$19.00
12.0	11140-000015	AC power cord	1	\$67.64	\$67.64
13.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	1	\$402.04	\$402.04
14.0	11141-000115	REDI-CHARGE Base (power cord not included)	1	\$1,304.92	\$1,304.92
15.0	11140-000052	LP15 REDI-CHARGE Adapter Tray	1	\$177.08	\$177.08
16.0	11171-000049	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	\$520.60	\$520.60
17.0	11171-000050	Masimo Rainbow DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	\$573.04	\$573.04
18.0	21300-008147	LIFEPAK 15 NIBP Straight Hose, 9'	1	\$67.64	\$67.64
19.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$274.36	\$274.36
20.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$49.40	\$49.40
21.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$70.68	\$70.68
22.0	11111-000018	ECG Cable, 12-Lead, 5ft. - Trunk cable with AHA limb leads	1	\$318.44	\$318.44
23.0	11111-000022	ECG Cable, 12-Lead, 6-Wire Precordial Attachment (AHA)	1	\$128.44	\$128.44
24.0	11240-000032	Strip chart recorder paper, 100mm, 2 rolls/pkg	1	\$19.00	\$19.00
25.0	11996-000091	Electrode EDGE QUIK-COMBO Adult	1	\$31.16	\$31.16
26.0	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	1	\$37.24	\$37.24
27.0	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	1	\$332.12	\$332.12
28.0	21330-001365	Test load (for use with QUIK COMBO therapy cable)	1	\$62.05	\$62.05
29.0	11996-000359	Temperature Sensor, Skin Probe, High Dielectric, Disposable (box of 20)	1	\$118.56	\$118.56
30.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	1	\$427.12	\$427.12
31.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	1	\$120.08	\$120.08
32.0	11576-000051	LUCAS Patient Wrist Straps (3-pack)	1	\$231.80	\$231.80
33.0	21576-000074	LUCAS Stabilization Strap	1	\$79.04	\$79.04
34.0	11600-000030	CODE-STAT 11 Data Review Seat License	1	\$2,510.05	\$2,510.05
35.0	11171-000065	Masimo M-LNCSBI, Adult Reusable Soft SpO2 only Sensor. For use with RC Patient Cable.	1	\$272.08	\$272.08

Limited warranty

Emergency care products

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales, LLC ("Stryker"), warrants the following products which are purchased from Stryker or authorized resellers for use in the United States of America to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of delivery to the first purchaser.*

15 years

- Evacuation chair

8 years

- LIFEPAK® CR2 defibrillator
- HeartSine® samaritan® PAD automated external defibrillator

7 years

- Welds on Stair-PRO® stair chair, Power-PRO™ 2 powered ambulance cot, Power-PRO XT powered ambulance cot, Power-LOAD® powered cot fastener system, Performance-PRO™ XT manual ambulance cot, Performance-LOAD® manual cot fastener system

5 years

- LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)
- LIFEPAK 20e defibrillator/monitor
- LIFEPAK 1000 defibrillator

3 years

- McGRATH™ MAC video laryngoscope
- Power-PRO XT power train (includes motor pump assembly and hydraulic cylinder assembly)

2 years

- Stair-PRO (parts only)
- Power-LOAD (parts only)
- Performance-PRO XT (parts only)
- Performance-LOAD
- Power-PRO 2
- Power-PRO XT
- Power-PRO TT
- SMRT™ power charger (Power-PRO XT)
- CodeManagement Module®
- LIFEPAK CR2 Trainer
- LIFEPAK 1000 Trainer
- HeartSine samaritan Trainer
- HeartSine Gateway

1 year

- Stair-PRO (parts and labor)
- Power-LOAD (parts and labor)
- Performance-PRO XT (parts and labor)
- MX-PRO® R3 x-frame ambulance cot
- MX-PRO bariatric transport cot
- Expendable components for Power-PRO 2, Power-PRO XT and Performance-PRO XT (i.e. mattresses, nylon restraints, IV poles, storage nets, storage pouches, oxygen straps and other soft goods)
- SMRT power paks
- LIFEPAK 15
- LIFEPAK Certified Pre-Owned defibrillators
- LUCAS® chest compression system (including the LUCAS device with upper part and back plate), carrying case, battery, stabilization strap and patient straps
- LIFEPAK 500T AED Training System
- LIFEPAK CR-T AED Training System
- LIFEPAK 20e internal battery system
- Battery charging systems and power adapters
- Batteries and battery paks, excluding CHARGE-PAK™ battery charger
- MASIMO® SET® Rainbow® reusable sensors
- TrueCPR® coaching device

* First purchaser means the first purchaser or lessee of the products listed above directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

180 days

- MASIMO cables and SET SpO₂ sensors

90 days

- CHARGE-PAK charging unit
- LIFEPAK advanced cardiac life support training devices
- Sterilizable internal paddles (one-piece design)
- Installed repair parts
- All other product accessories and disposables

60 days

- XPR™ restraints

30 days

- Internal paddles and paddle handles (two-piece design)
-

The sole and exclusive remedy for any products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (ii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker or its authorized representatives, in any way which, in the judgment of Stryker, affects its stability and reliability (iii) that have been subjected to unusual stress or have not been properly maintained or (iv) on which any original serial numbers or other identification marks have been removed or destroyed.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state.

TO OBTAIN PARTS AND SERVICE

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative, or call Stryker Customer Service USA at 1-800-327-0770.

RETURN AUTHORIZATION

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items not subject to return.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at strykeremergencycare.com

Emergency Care

Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, HeartSine, LIFEPAK, LUCAS, MX-PRO, Performance-LOAD, Performance-PRO, Power-LOAD, Power-PRO, samaritan, SMRT, Stair-PRO, Stryker, TrueCPR. Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.



Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052
Toll free 800 442 1142
strykeremergencycare.com



Jolife AB
Scheelevägen 17
Ideon Science Park
SE-223 70 Lund
Sweden



Stryker
3800 E. Centre Avenue
Portage, MI 49002 U.S.A.
Toll free 800 784 4336
stryker.com



HeartSine Technologies Ltd.
207 Airport Road West
Belfast, BT3 9ED
Northern Ireland
United Kingdom

Exhibit C
Authorized
Purchasers

Intentionally Omitted