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Quote Number 00030438
Revision # 1
Created Date 3/2/2016
Sales Consultant Catherine Rule
FOB Redmond, WA
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms NET 30

Promotion (RP-APTRD)- Autopulse for LUCAS trade-in Expiration Date 3/31/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
Trade-in product	Trade in of Zoll AutoPulse towards the purchase of Lucas2	4.00	0.00	0.00	-4,000.00	-16,000.00
99576-000024	LUCAS 2.2 Chest Compression System INCLUDES BASE UNIT WITH BACK PLATE, CARRYING BAG, TWO (2) PATIENT STRAPS, STABILIZATION STRAP, 3 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	4.00	15,220.00	-1,978.60	13,241.40	52,965.60
11576-000060	LUCAS 2 Stand-alone Battery Charger	4.00	1,128.40	-146.69	981.71	3,926.83
11576-000055	LUCAS 2 Power Supply Cord	4.00	358.80	-46.64	312.16	1,248.62
11576-000040	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo) (4 pack)	2.00	2,557.40	-332.46	2,224.94	4,449.88
11576-000053	Back Plate Grip Tape (3 pack)	2.00	111.30	-14.47	96.83	193.66
11576-000047	LUCAS 2 Disposable Suction Cup (12 pack)	1.00	481.40	-62.58	418.82	418.82
11576-000037	LUCAS Stabilization Strap (4 pack)	1.00	345.00	-44.85	300.15	300.15
11576-000051	Patient Strap - 3 pack	1.00	261.00	-33.93	227.07	227.07
LUCAS-OSCOMP-2-POS	LUCAS Service - 2 YEAR. On-site Comprehensive Coverage. Annual Payments.	4.00	3,100.00	-465.00	2,635.00	10,540.00
50999-000117	Zone1: (1 to 25Mi) or (1 to 40Km)	2.00	0.00	0.00	0.00	0.00

Subtotal USD 58,270.63
Estimated Tax USD 0.00
Estimated Shipping & Handling USD 185.00

Grand Total USD 58,455.63

Pricing Summary Totals

List Price Total	USD 85,653.60
Total Contract Discounts Amount	USD -1,860.00
Total Discount	USD -9,522.97
Trade In Discounts	USD -16,000.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE

USD 58,455.63

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.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)_____
NAME_____
TITLE_____
DATE

Reference Number BV/87905

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. 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. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event 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 inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio 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 BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

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Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to 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 Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.