



Stryker.  
11811 Willows Road NE  
P.O. Box 97006  
Redmond, WA 98073-9706 U.S.A  
[www.strykeremergencycare.com](http://www.strykeremergencycare.com)  
tel (800) 442.1142  
fax (800) 772.3340

Quote Number 00175141  
Create Date 08/08/2019 2:58 PM  
Quote Expiration Date 10/08/2019  
Quote Consultant Dave Strang  
970-846-2796  
EALL64

## Service Plan Quote

Account: 12272501	Service Plan Detail
Joanne Finn FRANKLIN FIRE DEPT 109 3RD AVE S, STE 133 FRANKLIN, TN 37064 615-55-6759 joanne.finn@franklintn.gov	Type Renewal Service Plan Start Date 07/05/2019 Service Plan End Date 07/04/2023 Reference Plan DS027651 Billing Frequency Annual Terms All quotes subject to credit approval and the following terms and conditions Net Terms NET 30 Promotion Coverage Details-Brochure <a href="https://www.strykeremergencycare.com/globalassets/assets/general-documents/procure_ec_lifepak_lucas_sell_sheet.pdf">https://www.strykeremergencycare.com/globalassets/assets/general-documents/procure_ec_lifepak_lucas_sell_sheet.pdf</a>
<b>Notes</b> Service plan customers receive 15% discount on Accessories and Disposables.	

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP1000-OSPM-4	07/05/2019	07/04/2023	6	1,584.00	5.00	376.20	1,504.80	9,028.80
LP15-PCPVOS-4-POS Renewal	07/05/2019	07/04/2023	5	7,200.00	15.00	1,530.00	6,120.00	30,600.00

\* Denotes Proration  
Product Descriptions provided below signature line.

Subtotal	USD 39,628.80
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
<b>Grand Total</b>	<b>USD 39,628.80</b>

<b>List Price Total</b>	<b>Pricing Summary Totals</b>
	USD 45,504.00

<b>Total Discount</b>	USD -5,875.20
<b>Estimated Tax + S&amp;H</b>	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE  
USD 39,628.80

Printed Name: Marlie Stuetzel  
Title: Service Contracts Supervisor  
Signature: [Signature]  
Date: Aug 20, 2019

Quote Number  
00175141

**THIS IS NOT AN INVOICE**

Page 1

Please provide a company issued Purchase Order that includes Billing and Shipping Address.  
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

<b>Billing Address</b> <input type="checkbox"/> same as address on quote <u>Franklin Fire Dept att: Joanne Finn</u> Account Name <u>109 3rd Ave South, Suite 130</u> Address <u>Franklin</u> City <u>TN</u> State <u>37064</u> Zip Code	<b>Shipping Address</b> <input type="checkbox"/> same as Billing Address Account Name Address City State Zip Code
<b>Accounts Payable Contact Information</b> <u>Marlena DeSantis</u> Accounts Payable Contact <u>marlena.desantis@franklinton.gov</u> Accounts Payable Email	
<b>Accounts Payable Phone Number</b> <u>615-550-6757</u>	
<b>Customer is Tax Exempt?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Authorized Customer Signature</b> <u>Eric S. Stuckey</u> Name <u>City Administrator</u> Title	<u>Eric S. Stuckey</u> Signature <u>8-27-2019</u> Date

**Optional information:**

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Approved as to form:

Shauna R. Billingsley  
 Shauna R. Billingsley, City Attorney

Reference Number JS/12272501/204426 /00175141

Product	Product Description
LP1000-OSPM-4	LIFEPAC1000 Service - 4 YEAR. On-site Preventive Maintenance. On-Site Preventive Maintenance Coverage for LIFEPAC 1000 Includes: -Services performed at customer's location by a Stryker Technical Specialist -Annual Preventive Maintenance and inspections including quality assurance documentation - Discounts on accessories and disposables -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service -Replacement of adult electrodes at scheduled time of service due to expiration or failure.
LP15-PCPVOS-4-POS Renewal	LIFEPAC15 Service - 4 YEAR. On-site ProCare Prevent Coverage. Annual Payments. Includes: -Services performed at customer's location by a Stryker Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service

**Service Plan Summary**

List of covered equipment by location will be provided upon Customer's signature of this quote.

Quote Number  
00175141

**THIS IS NOT AN INVOICE**

Page 2

Law Dept. approved 08.13.19



**General Terms for all Products, Services and Subscriptions.**

Stryker Sales Corporation, through its Medical Division ("Stryker") 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 Stryker 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 Stryker. Unless otherwise specified by Stryker 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.** Stryker reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Stryker 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.

**Limitation of Interest.** Through the purchase of Stryker 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.** Stryker 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 Stryker inability to obtain goods from its usual sources.

**Limited Warranty.** Stryker warrants its products and services in accordance with the terms of the limited warranties listed on the attached Exhibit NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL STRYKER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Stryker 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 Stryker.

**No Debarment.** Stryker 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 Stryker being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Stryker 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.

**Additional Terms for Purchase and Sale of Service Plans.**

In addition to the General Terms above, the following terms apply to all Stryker Service Plans.

**Service Plans.** Stryker shall provide services according to the applicable Service Plan purchased by Buyer and described in the attached Exhibit for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

**Pricing.** If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

**Device Inspection Before Acceptance.** All devices that are not covered under Stryker's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

**Unavailability of Covered Equipment.** If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Stryker Service Technician, or ship-in the Equipment to a Stryker service depot. Stryker reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Stryker list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Stryker service depot. Buyer shall be responsible for round-trip freight for ship-in service.

**Unscheduled or Uncovered Services.** If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Stryker will charge Buyer for such services at 10% off Stryker's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

**Loaners.** If Covered Equipment must be removed from service to complete repairs, Stryker will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Stryker in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Stryker's request.

**Cancellation.** Buyer may cancel a Service Plan upon sixty (60) days' written notice to Stryker. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

**No Solicitation.** During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Stryker to provide services such as those described in the Service Plan.



# Limited warranty

## US/Latin America/South America

Subject to the limitations and exclusions set forth below, the following Stryker products which are purchased from authorized Stryker representatives or authorized resellers for use in the United States of America, Latin America and South America and are used in accordance with their instructions, will be free from defects in material and workmanship appearing under normal service and use as defined below.

Eight years	
<ul style="list-style-type: none"> <li>• LIFEPAK® CR2 defibrillator</li> <li>• HeartSine® samaritan® PAD automated external defibrillators</li> </ul>	<ul style="list-style-type: none"> <li>• LIFEPAK CR® Plus automated external defibrillator and internal battery system</li> </ul>
Five years	
<ul style="list-style-type: none"> <li>• LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)</li> <li>• LIFEPAK 20/20e defibrillator/monitor</li> </ul>	<ul style="list-style-type: none"> <li>• LIFEPAK 1000 defibrillators</li> <li>• LIFEPAK EXPRESS® automated external defibrillator and internal battery system</li> </ul>
Two years	
<ul style="list-style-type: none"> <li>• CodeManagement Module®</li> </ul>	<ul style="list-style-type: none"> <li>• LIFEPAK 1000 trainer</li> </ul>
One year	
<ul style="list-style-type: none"> <li>• LIFEPAK 15 monitor/defibrillator</li> <li>• LUCAS® Chest Compression System</li> <li>• LIFEPAK 500T trainer</li> <li>• LIFEPAK CR-T trainer</li> <li>• Internal Battery System for LIFEPAK 20/20e</li> </ul>	<ul style="list-style-type: none"> <li>• Battery charging systems and power adapters</li> <li>• Batteries and battery paks, excluding CHARGE-PAK™ Charging Unit</li> <li>• Masimo SET® Rainbow® reusable sensors</li> <li>• TrueCPR™ Coaching Device</li> </ul>
180 days	
<ul style="list-style-type: none"> <li>• Masimo® cables and Masimo SET SpO2 sensors</li> </ul>	
90 days	
<ul style="list-style-type: none"> <li>• CHARGE-PAK Charging Unit</li> <li>• LIFEPAK 15 monitor/defibrillator ACLS Training Device</li> <li>• LIFEPAK 20/20e defibrillator/monitor ACLS Training Device</li> </ul>	<ul style="list-style-type: none"> <li>• Installed repair parts</li> <li>• All other product accessories</li> </ul>
30 days	
<ul style="list-style-type: none"> <li>• Internal paddles and internal paddle handles</li> </ul>	

Limited warranty time limits begin on the date of delivery to the First Owner.\*

Stryker warrants neither error-free nor interruption-free performance. The sole and exclusive remedy of the First Owner under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Stryker. To qualify for the repair or replacement, the product must have been continuously owned by the First Owner and not have been repaired or altered outside of an authorized Stryker factory in any way which, in the judgment of Stryker, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting. The product must not have been subjected to misuse, abuse or accident.

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.

Except for the Limited Warranty provided above, **STRYKER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, 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 or country to country.

\* First Owner 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 purchaser's corporate affiliates.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at [strykeremergencycare.com](http://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, LIFEPAK, LIFEPAK CR, LIFEPAK EXPRESS, LUCAS, TrueCPR, Stryker, 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.

GDR 3315920\_G  
Copyright © 2019 Stryker




**Stryker**  
11811 Willows Road NE  
Redmond, WA 98052  
Toll free 800 442 1142  
[strykeremergencycare.com](http://strykeremergencycare.com)

Stryker Canada  
2 Medicorum Place  
Waterdown, Ontario  
L8B 1W2  
Canada  
Toll free 800 668 8323

## Expert service designed to work for you

When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running. With our ProCare Service, you can count on trusted experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives.

We're your ideal service partner and will provide you with OEM expertise as well as propriety diagnostics tools that help us fix equipment efficiently and effectively.

Stryker's ProCare Service plans tailored to your needs	 <b>Preventive maintenance</b>	 <b>Protect plan</b>	 <b>Prevent plan</b>
Annual preventive maintenance inspection service	●		●
Documentation for regulating bodies	●		●
Stryker-trained service specialist	●	●	●
Loaner device during PMs and repairs	●	●	●
Discounts on upgrades, accessories and disposables	●	●	●
Software updates	●	●	●
24/7 telephone support	●	●	●
Stryker OEM parts		●	●
Battery servicing and replacement*		●	●
Labor and travel expenses	●	●	●

### Service details

**Onsite Services** are performed between 8 a.m. to 5 p.m. local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Service at scheduled times or additional labor charges may apply. Some Services may not be completed onsite. Stryker will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

**Ship-in Service** will ship your device to the nearest service center for repairs and inspections. We use only original manufacturer parts, and services will be performed at a designated Stryker facility. Stryker will cover round-trip shipping (ground only) for covered equipment sent to our designated facility for service.

**Loaners** will be provided if Covered Equipment must be removed from use to complete repairs. Stryker will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Stryker request.

**Updates** are changes to a device to enhance its current features, stability or software. Stryker will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates at a time other than regularly scheduled Services will be billed on a separate invoice at 20% off the then-current list price of the Update. If parts must be replaced to accommodate installation of new software, such parts may be purchased at 30% off the then-current list price.

**Upgrades** are major, standalone versions of software or the addition of features or capabilities to a device. For all Service Plans, Upgrades are not provided under the Plan and must be purchased separately. Upgrades are available at 17% off the then-current list price.

Service Plans do not include: supply or repair of accessories or disposables; repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes or other products not distributed by Stryker; replacement or repair of cases; repair or replacement of items not originally distributed or installed by Stryker; Upgrades and installation of Upgrades.



## Preventive maintenance

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality

## Protect plan

- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker
- Power-adaptor repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure

## Prevent plan

- Combines benefits of Protect and Preventive Maintenance Service Plans
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.



LIFEPAK 15  
monitor/defibrillator

## Preventive maintenance

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test linear sensor and recalibrate if needed
- Lubricate and adjust mechanical parts, including compression module and claw lock
- Clean hood, fan, intake and bellows
- Perform functional test on all mechanical components and electronics
- Computer-aided diagnostics
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker

## Protect plan

- Repairs (parts and labor) to restore equipment to manufacturer specifications
- Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap

## Prevent plan

- Combines benefits of Protect and Preventive Maintenance Service Plans



LUCAS 2/3  
chest compression system

## Preventive maintenance

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
- Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
- Replace 1 set of expired adult therapy electrodes at scheduled time of service

## Protect plan

- Repairs (parts and labor) to restore equipment to manufacturer specifications

## Prevent plan

- Combines benefits of Protect and Preventive Maintenance Service Plans



LIFEPAK 1000  
defibrillator

Service Plans are also available for the LIFEPAK 20e, and LIFEPAK CR2 devices. To find out more about our Service Plans, please contact your Stryker Representative, or call 1-800-STRYKER.

\*Feature is available based on product specification and customization of package.

Stryker Corporation or its divisions or other corporate entities own, use or have applied for the following trademarks or service marks: CR2, LIFEPAK, LUCAS, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holder.