CAPITAL MIDDLESEX HOSPITAL TERMS AND CONDITIONS AGREEMENT

In preparation for placing an order with your company, we must have a signed terms and conditions agreement form. Please take a moment to read and fax signed form back to us at (860)344-6009.

When we receive your signed terms and conditions agreement form we will then place our order. Thank you.

1 All equipment is to be shipped F.O.B. Hospital. You ("Seller") will bear all risk of loss until goods are accepted by Middlesex Hospital ("Buyer").
2 Seller assumes complete responsibility for insurance and any costs for shipping insurance.
3 Seller assumes complete responsibility for the filing of any and all claims for damages or losses arising out of shipment or installation.
4 Any force Majeure statement in Sellers contract will also be applied for the Buyer.
5 Payment terms: Net 60 days upon acceptance of equipment.
6 Acceptance Testing: Upon completion of installation, operational verification data shall be taken at Sellers expense, documented and presented to the hospital prior to acceptance and first clinical utilization. At the hospitals option, acceptance testing may be performed to verify the specifications and clinical operation. Final resolution of compliance with specifications and clinical operation must be made before final acceptance by the hospital.
7 Guarantees and/or warranties on equipment, materials and workmanship shall not commence until acceptance by the owner.
8 It shall be the responsibility of the Seller for the receipt and delivery to the room of installation, uncrating, removal of packing materials from buyer's property and any repair of damage to the facility occurring during delivery or installation, and the completed installation of all equipment covered by the contract.
9 Seller agrees that prices stated are firm and absolute. The prices reflect complete costs for installation (unless otherwise noted) and one year warranty period. The Seller further represents that the prices charged are not in excess of prices charged to other similarly situated customers for similar quantities of like items, under similar delivery and customer requirements.
10 Seller represents that the system being supplied is in accordance with all requirements of all applicable federal, state, and local standards. All electrical equipment must be UL inspected and conform to the American National Standard Safe Current Limits or Electrical Apparatus (AAMI).
11 Seller agrees to save and hold Buyer harmless for or on account of any losses arising out of any possible Sellers violation of any laws in manufacturing, handling or selling of goods and services covered by the contract.
12 Seller will provide a copy of published specifications (if any), **two operators manuals and two service manual for all identifiable parts of the system being ordered as stated in The** Health Care Facilities Handbook. Item 9-2.1.8.1.Seller further agrees to provide service software and diagnostics for use by the Buyer in the event that the Buyer elects to decline service by the Seller in the future.
13 All warranties shall transfer with the sale of the equipment.
14 Prior to consummating any transaction, a full disclosure of all facts pertaining to the possible existence of a conflict of interest must be made.
15 In the event of a dispute between the Buyer and Seller, Seller agrees to submit to the jurisdiction and laws of the State of Connecticut.
16 All training necessary for the complete operations of the equipment being purchased must be included. If any training is required to be off-site, it shall include reasonable travel, meals and lodging expenses.
17 If trade-in of existing equipment is included in the final contract, Seller shall be responsible for the disassembly and complete removal of the unit.
18 Furnishing, contents, decorations, and treated finishes including, but not limited to, draperies, curtains, upholstered furniture, and mattresses shall be flame resistant in accordance with requirements of sections 13-7.5 and 6-6 of the NFPA 101-1997 Life Safety Code.
19 If the equipment if found to be nonconforming, at the Buyer's option, Seller shall either replace the equipment with comparable new equipment acceptable to the Buyer in it's discretion, or refund all amounts paid by the Buyer to the Seller for the equipment and other, prior to clinical acceptance or during the warranty period.
20 If applicable, Seller shall sign Buyer's Business Associate Agreement in regards to HIPAA. Buyer has the right to reject Seller's quotation if Seller does not sign Buyer's Business Associate Agreement at the time of contract execution.
21 All deliveries must be scheduled with Middlesex Hospital Distribution Dept. at 860-344-6484 at least 48 hours prior to delivery. Middlesex Hospital has the right to refuse the shipment and will not be held liable for any additional storage or other costs if the vendor has not complied with the delivery terms hereof.
22 Middlesex Hospital will immediately cease conducting business if seller's name or identification number appears on any government sanction list and will not resume until rectified to the satisfaction of Middlesex Hospital, with no penalty to Middlesex Hospital.
23 Seller agrees to abide by the Standards for Business Ethics and Conduct set forth by Middlesex Health Systems which can be found on the internet at http://www.middlesexhealth.org/go/commonAboutUsVendors.

( ) We agree to all terms as listed.

( ) We agree to all terms as listed except as noted (by paragraph number) on the attached sheet.

_____ _____
Company Signature of authorized person

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Date Signed rev 06/21/2007