

**ADDITIONAL TERMS AND CONDITIONS**  
**MARION COUNTY (FL) and STRYKER SALES, LLC, through its Medical Division**  
**Contract 24C-001 (September 2023)**

This document (this "ATC") is in reference to the attached ProCare Services Quote ID #10753310, consisting of eight (8) pages, with its attached Purchase Order Form, consisting of one (1) page, and its Standard Terms of Sale (US) and ProCare Services Terms & Conditions, consisting of six (6) pages (deemed a contract between the Parties) Procurement Project No. 24C-001 re: Renewal of AED (LifePak) Service, Stretchers, Stair Chairs & Power-Loads Agreement (the "Agreement") between Stryker Sales, LLC, through its Medical Division, 3800 E. Centre Avenue, Portage, MI 49002, FEIN 22-2183590 ("Stryker") and Marion County, a political subdivision of the State of Florida, 601SE 25<sup>th</sup> Ave., Ocala, FL 34471 ("County") (individually "Party, collectively "Parties").

**BE IT KNOWN** that the undersigned Parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the Agreement.

1. **Governmental Entity.** CONTRACTOR acknowledges that in light of COUNTY being a governmental entity, this ATC is needed and shall govern the Agreement. Should there be a discrepancy between the Agreement, Stryker's ProCare Terms, and this ATC, this ATC shall govern the obligations of the Parties.
2. **Material Term.** This ATC is a material term of the Agreement and same is relied upon by COUNTY in entering into the Agreement. A breach of this ATC is a material breach of the Agreement.
3. **Exhibits.** The Agreement contains embedded links leading to a single document with terms and conditions applicable to the performance of the Parties. So that there is no confusion, the Parties have printed out the pertinent document and attached it hereto marking it as **Exhibit A.** The Parties agree that but for the exclusions noted below and subject to this ATC, **Exhibit A,** governs the Agreement.

**Exhibit A.**     **Description:**     **CONTRACTOR's Proposal / Quote # 10753310**  
Six (6)) page document entitled "Standard Terms of Sale (US) and ProCare Services Terms & Conditions (2023 Contract DES AED Maintenance Contract--Sept 2023; Contract 24C-001.

**Exception:**     The Parties agree to specifically exclude paragraph number "15 (US Terms) and 8 (ProCare Terms)" entitled "Confidentiality" as being applicable to the Agreement and herewith strike it in its entirety. The absence of the Parties' initials physically placed beside the subject paragraph does not constitute a waiver of this exclusion.

4. **Prompt Payment Act; Tax Exempt.** CONTRACTOR acknowledges that notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligations and responsibilities for payment and non-payment under the Agreement, including the accrual of interest thereon if any, are governed by Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act. CONTRACTOR acknowledges receipt of COUNTY's Consumer Certificate of Exemption from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.
  
5. **Public Records Laws.** CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 14, Florida Constitution and Chapter 119, Florida States, in the handling of the material created under the Agreement and said statute controls over the terms of the Agreement. As such, notwithstanding anything to the contrary set forth in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the Parties' abilities and obligations to disclose same, and the methods for such disclosure, shall be determined solely according to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as same may be amended from time to time.
  
6. **Public Records Obligations.** If, under the Agreement, CONTRACTOR is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes, CONTRACTOR, shall:
  - A. Keep and maintain public records required by COUNTY to perform the service;
  - B. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
  - D. Upon completion of the Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's



custodian of public records in a format that is compatible with the information technology systems of COUNTY.

7. **Unilateral Termination.** If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this Section, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of the Agreement by COUNTY.

8. **Public Records Questions Contact.**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations, 601 SE 25th Ave., Ocala, FL 34471**

**Phone: 352-438-2300 Fax: 352-438-2309**

**Email: [PublicRelations@MarionFl.org](mailto:PublicRelations@MarionFl.org)**

9. **Annual Appropriations.** CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, includes the expenditure of money in excess of the amounts budgeted as available for expenditure. COUNTY's performance and obligation to pay CONTRACTOR under the Agreement is contingent upon annual appropriation being made for that purpose. If during the term of the Agreement, COUNTY does not make an annual appropriation necessary to continue its performance under the Agreement, the Agreement shall terminate upon the expiration of the funded fiscal year.

10. **E-Verify pursuant to §448.095, F.S.**

Section 448.095, Florida Statutes, requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

- A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
- B. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees as follows:
  1. It certifies and assures COUNTY that CONTRACTOR is currently in fully compliance with Section 448.095, Florida Statutes, it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees.
  2. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief

that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

3. When CONTRACTOR enters into a contract with an employee, a contractor or a subcontractor, CONTRACTOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
4. CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
5. CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
6. If COUNTY has a good faith belief that CONTRACTOR's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
7. If COUNTY terminates the Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for a least one (1) year after the date of termination.
8. CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
9. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
10. CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
11. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

**11. Scrutinized Companies pursuant to §287.135, F.S.**

**A. Certification.**

1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant

- to Section 215.473, F.S., or
    - b. Engaged in business operations in Cuba or Syria.
  - 2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
    - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
    - b. Engaged in a boycott of Israel.
- B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
  - 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
  - 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
    - c. Been engaged in business operations in Cuba or Syria.
  - 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
    - c. Been engaged in business operations in Cuba or Syria; or
    - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
  - 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
    - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
  - 1. Was entered into or renewed on or after July 1, 2018, and



2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.
12. **Discriminatory Vendor List, Convicted Vendor List, Antitrust Violator Vendor List.** CONTRACTOR certifies and assures COUNTY that CONTRACTOR and its affiliate, if any and as defined under the pertinent statutes, has not been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes, the Convicted Vendor List pursuant to Section 287.133, Florida Statutes, and the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes. CONTRACTOR acknowledges that absent certain conditions set forth in the respective statutes, those that have been placed on such lists may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with a public entity, may not transact business with a public entity, and may not benefit from certain economic incentives.
13. **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligation to indemnify CONTRACTOR, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). Notwithstanding anything to the contrary set forth in the Agreement, all liability of COUNTY shall be limited to the limits set forth in Section 768.28, Florida Statutes (2023). This Section shall survive the termination of the Agreement.
14. **Rights of Third Parties.** Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.
15. **Waiver.** No waiver or any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

16. **Severability**. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
17. **Attorneys' Fees**. If any civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
18. **Applicable Law/Jurisdiction/Venue**. The Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of the Agreement, shall be Marion County, Florida.
19. **Waiver of Jury Trial**. EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.
20. **Authority To Execute Agreement**. The signature by any person to the Agreement and this ATC shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing.
21. **No Other Negations or Changes**. No other terms or conditions of the Agreement are negated or changed as a result of this ATC.

IN WITNESS WHEREOF, the Parties have entered this ADDITIONAL TERMS AND CONDITIONS on the date of the last signature below.

**CONTRACTOR**

STRYKER SALES, LLC, through its  
Medical Division

By: *Tom Tackabury*

Printed Name: Tom Tackabury\*

Title: Sr. Sales Manager, ProCare

Date: October 12, 2023

\* Tom Tackabury is an authorized signer by virtue of a Special Power of Attorney, dated September 13, 2023 which is attached hereto.

**COUNTY**

MARION COUNTY, A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA

ATTEST:

*Craig Curry*  
CRAIG CURRY  
CHAIRMAN  
11/7/2023  
DATE

*Gregory C Harrell*  
GREGORY C HARRELL  
MARION COUNTY CLERK OF THE COURT  
11/7/2023  
DATE

FOR USE AND RELIANCE OF MARION COUNTY ONLY,  
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

*for Matthew G Minter*  
MATTHEW G. MINTER  
MARION COUNTY ATTORNEY





**UNANIMOUS WRITTEN CONSENT OF THE MANAGERS OF  
STRYKER SALES, LLC**

**JANUARY 1, 2021**

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**WHEREAS**, the Board of Managers of Stryker Sales, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “**Company**”) acting pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act and the Limited Liability Company Agreement, hereby adopts, by this Unanimous Written Consent, the following resolution with the same force and effect as if it were taken at a duly convened meeting of the Board of Managers of the Corporation:

**RESOLVED**, that the Board of Managers deems it advisable and in the best interest of the Company to delegate to certain individuals signature authority to act as representatives on the Company’s behalf with respect to certain matters of the Company. The Board of Managers hereby grants to those persons below (each, an “**Authorized Representative**”) signature authority to act on behalf of the Company in matters relating to the Medical business of the Company:

Brad Saar	Joseph Krill
Jessica Mathieson	Anne Mullaly
Christopher Terry	Jeff Gorton
Arun Alakhramsing	Sara Barron
Brian Mendonca	

**RESOLVED FURTHER**, that the authority granted to each Authorized Representative is for an indefinite time and shall only terminate upon action of the Board of Managers, or at such time as the Authorized Representative is no longer employed by the Company or a company affiliated with the Company;

**RESOLVED FURTHER**, that all actions of the Company and its officers, attorneys, authorized representatives and agents taken consistent with the matters contemplated by the foregoing resolutions are hereby ratified, approved and confirmed; and

**RESOLVED FURTHER**, that the officers of the Company, and each of them, are authorized and directed to take any additional actions, to enter into any agreements or arrangements, and to execute and deliver all such other agreements, documents or instruments as any officer determines to be necessary, appropriate, or in the Company’s best interests in order to carry out these resolutions.

**IN WITNESS WHEREOF**, the undersigned, being all the members of the Board of Managers, have executed this Unanimous Written Consent as of the date first written above. This Unanimous Written Consent may be signed in two or more counterparts, which may be delivered by facsimile or by email or other internet transmission or .pdf, .jpg, .tiff or other image files or other signature mechanism, each of which together shall be deemed an original, and all of which shall be deemed one instrument notwithstanding that all members of the Board of Managers have not signed the same counterpart.

**THE BOARD OF MANAGERS:**

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**WILLIAM E. BERRY, JR.**



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**J. ANDREW PIERCE**



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**SPENCER S. STILES**



EXHIBIT A

Marion Cnty Fire 1 Yr Prevent /PM Only

Quote Number: 10753310

Version: 1

Prepared For: MARION COUNTY FIRE RESCUE

Attn:

Rep: Kellie Smith

Email: Kellie.Smith1@stryker.com

Phone Number:

GPO: EMS

Service Rep: Thomas Pontius and Jay Gray

Quote Date: 09/01/2023

Email: tom.pontius@stryker.com and

Expiration Date: 10/01/2023

Jay.Gray@Stryker.com

Contract Start: 10/01/2023

Contract End: 09/30/2024

Delivery Address		End User - Shipping		Bill To Account	
Name:	MARION COUNTY FIRE RESCUE	Name:	MARION COUNTY FIRE RESCUE	Name:	MARION COUNTY FIRE RESCUE
Account #:	20043399	Account #:	20043399	Account #:	20043399
Address:	2511 SE THIRD ST OCALA Florida 34471-9101	Address:	2511 SE THIRD ST OCALA Florida 34471-9101	Address:	2511 SE THIRD ST OCALA Florida 34471-9101
Attn:	Steve Morgan 352-671-8328				

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	12	26	\$2,204.00	\$57,304.00
2.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR	12	35	\$305.00	\$10,675.00
3.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	12	11	\$2,204.00	\$24,244.00
4.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD	12	39	\$487.00	\$18,993.00
5.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	12	9	\$2,204.00	\$19,836.00
6.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO	12	57	\$1,179.00	\$67,203.00
7.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	12	36	\$2,204.00	\$79,344.00
8.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO 06/01/2024 - 09/30/2024	4	4	\$101.67	\$406.68
<b>ProCare Total:</b>						<b>\$278,005.68</b>





**Marion Cnty Fire 1 Yr Prevent /PM Only**

Quote Number: 10753310  
Version: 1  
Prepared For: MARION COUNTY FIRE RESCUE  
Attn:

Rep: Kellie Smith  
Email: Kellie.Smith1@stryker.com  
Phone Number:

GPO: EMS  
Quote Date: 09/01/2023  
Expiration Date: 10/01/2023  
Contract Start: 10/01/2023  
Contract End: 09/30/2024

Service Rep: Thomas Pontius and Jay Gray  
Email: tom.pontius@stryker.com and Jay.Gray@stryker.com

**Price Totals:**

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\_\_\_\_\_  
Authorized Customer Signer (Printed)      Date

\_\_\_\_\_  
Stryker Authorized Signature (Printed)      Date

\_\_\_\_\_  
Authorized Customer Signature      Date

\_\_\_\_\_  
Stryker Authorized Signature      Date

\_\_\_\_\_  
Purchase Order Number

**Service Terms and Conditions:**

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of **Stryker's Standard Terms of Sale (US) and ProCare Terms and Conditions, negotiated between the parties hereto (September 2023), together with the Additional Terms and Conditions of Marion County. This quote is Exhibit A to said agreements.** The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

## Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44246627
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44489564
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44473070
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44473218
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46177207
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43232995
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43239181
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46177178
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43239078
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43820694
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43717711
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43837867
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44473263
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44473010
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43717136
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43717794
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43738965
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43739113
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44246647
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44246706
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43239264
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43718788
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43716263
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44246699
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44473108
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44473166
2.0	PROCARE-SVC-STAIR-CHAIR	100141182
2.0	PROCARE-SVC-STAIR-CHAIR	210201000200
2.0	PROCARE-SVC-STAIR-CHAIR	100541260
2.0	PROCARE-SVC-STAIR-CHAIR	100541258
2.0	PROCARE-SVC-STAIR-CHAIR	100141179
2.0	PROCARE-SVC-STAIR-CHAIR	100141185
2.0	PROCARE-SVC-STAIR-CHAIR	2008010000103
2.0	PROCARE-SVC-STAIR-CHAIR	2008010000097
2.0	PROCARE-SVC-STAIR-CHAIR	2203010000078
2.0	PROCARE-SVC-STAIR-CHAIR	2102010000198
2.0	PROCARE-SVC-STAIR-CHAIR	120840196
2.0	PROCARE-SVC-STAIR-CHAIR	2008010000105
2.0	PROCARE-SVC-STAIR-CHAIR	100141183
2.0	PROCARE-SVC-STAIR-CHAIR	100141180
2.0	PROCARE-SVC-STAIR-CHAIR	100541257
2.0	PROCARE-SVC-STAIR-CHAIR	2008010000106
2.0	PROCARE-SVC-STAIR-CHAIR	2008010000101
2.0	PROCARE-SVC-STAIR-CHAIR	2008010000098
2.0	PROCARE-SVC-STAIR-CHAIR	100541261
2.0	PROCARE-SVC-STAIR-CHAIR	100541259
2.0	PROCARE-SVC-STAIR-CHAIR	100141181
2.0	PROCARE-SVC-STAIR-CHAIR	100141178

2.0	PROCARE-SVC-STAIR-CHAIR	100141184
2.0	PROCARE-SVC-STAIR-CHAIR	100141186
2.0	PROCARE-SVC-STAIR-CHAIR	120840197
2.0	PROCARE-SVC-STAIR-CHAIR	220301000077
2.0	PROCARE-SVC-STAIR-CHAIR	200801000104
2.0	PROCARE-SVC-STAIR-CHAIR	200801000099
2.0	PROCARE-SVC-STAIR-CHAIR	200801000102
2.0	PROCARE-SVC-STAIR-CHAIR	210201000199
2.0	PROCARE-SVC-STAIR-CHAIR	210201000197
2.0	PROCARE-SVC-STAIR-CHAIR	220301000076
2.0	PROCARE-SVC-STAIR-CHAIR	200801000100
2.0	PROCARE-SVC-STAIR-CHAIR	220301000075
2.0	PROCARE-SVC-STAIR-CHAIR	120840195
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48860300
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48689554
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49225904
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48689661
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49226136
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49167349
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49412306
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49226189
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49225793
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48689693
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48689663
4.0	PROCARE-SVC-POWER-LOAD	2210012700023
4.0	PROCARE-SVC-POWER-LOAD	2210012700054
4.0	PROCARE-SVC-POWER-LOAD	2210012700064
4.0	PROCARE-SVC-POWER-LOAD	2210012700038
4.0	PROCARE-SVC-POWER-LOAD	2210012700037
4.0	PROCARE-SVC-POWER-LOAD	2210012700045
4.0	PROCARE-SVC-POWER-LOAD	2210012700050
4.0	PROCARE-SVC-POWER-LOAD	2212012700047
4.0	PROCARE-SVC-POWER-LOAD	2212012700044
4.0	PROCARE-SVC-POWER-LOAD	2210012700068
4.0	PROCARE-SVC-POWER-LOAD	2210012700063
4.0	PROCARE-SVC-POWER-LOAD	2210012700080
4.0	PROCARE-SVC-POWER-LOAD	2210012700032
4.0	PROCARE-SVC-POWER-LOAD	2212012700042
4.0	PROCARE-SVC-POWER-LOAD	2210012700042
4.0	PROCARE-SVC-POWER-LOAD	2210012700047
4.0	PROCARE-SVC-POWER-LOAD	2210012700058
4.0	PROCARE-SVC-POWER-LOAD	2212012700052
4.0	PROCARE-SVC-POWER-LOAD	2212012700046
4.0	PROCARE-SVC-POWER-LOAD	2212012700057
4.0	PROCARE-SVC-POWER-LOAD	2212012700021
4.0	PROCARE-SVC-POWER-LOAD	2210012700062
4.0	PROCARE-SVC-POWER-LOAD	2210012700057
4.0	PROCARE-SVC-POWER-LOAD	2210012700041
4.0	PROCARE-SVC-POWER-LOAD	2210012700046
4.0	PROCARE-SVC-POWER-LOAD	2210012700048
4.0	PROCARE-SVC-POWER-LOAD	2211012700021



4.0	PROCARE-SVC-POWER-LOAD	2210012700123
4.0	PROCARE-SVC-POWER-LOAD	2210012700125
4.0	PROCARE-SVC-POWER-LOAD	2210012700110
4.0	PROCARE-SVC-POWER-LOAD	2212012700056
4.0	PROCARE-SVC-POWER-LOAD	2210012700034
4.0	PROCARE-SVC-POWER-LOAD	2210012700024
4.0	PROCARE-SVC-POWER-LOAD	2210012700049
4.0	PROCARE-SVC-POWER-LOAD	2210012700039
4.0	PROCARE-SVC-POWER-LOAD	2210012700065
4.0	PROCARE-SVC-POWER-LOAD	2210012700044
4.0	PROCARE-SVC-POWER-LOAD	2210012700055
4.0	PROCARE-SVC-POWER-LOAD	2212012700043
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	40342635
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	41474398
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	40693411
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	41474458
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	40336483
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	41474347
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	40693251
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	41474635
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	40693263
6.0	PROCARE-SVC-POWERPRO	150940577
6.0	PROCARE-SVC-POWERPRO	150940579
6.0	PROCARE-SVC-POWERPRO	141040408
6.0	PROCARE-SVC-POWERPRO	180339523
6.0	PROCARE-SVC-POWERPRO	180339518
6.0	PROCARE-SVC-POWERPRO	170442118
6.0	PROCARE-SVC-POWERPRO	170442126
6.0	PROCARE-SVC-POWERPRO	2103003500119
6.0	PROCARE-SVC-POWERPRO	150340696
6.0	PROCARE-SVC-POWERPRO	140339129
6.0	PROCARE-SVC-POWERPRO	150340694
6.0	PROCARE-SVC-POWERPRO	170442127
6.0	PROCARE-SVC-POWERPRO	170442124
6.0	PROCARE-SVC-POWERPRO	2103003500120
6.0	PROCARE-SVC-POWERPRO	160241676
6.0	PROCARE-SVC-POWERPRO	170442117
6.0	PROCARE-SVC-POWERPRO	170442123
6.0	PROCARE-SVC-POWERPRO	170940266
6.0	PROCARE-SVC-POWERPRO	180339520
6.0	PROCARE-SVC-POWERPRO	170940261
6.0	PROCARE-SVC-POWERPRO	170940263
6.0	PROCARE-SVC-POWERPRO	180339522
6.0	PROCARE-SVC-POWERPRO	170940264
6.0	PROCARE-SVC-POWERPRO	1909003500302
6.0	PROCARE-SVC-POWERPRO	2007003500228
6.0	PROCARE-SVC-POWERPRO	140339127
6.0	PROCARE-SVC-POWERPRO	150639975
6.0	PROCARE-SVC-POWERPRO	150340693
6.0	PROCARE-SVC-POWERPRO	1909003500299
6.0	PROCARE-SVC-POWERPRO	1908003500558

6.0	PROCARE-SVC-POWERPRO	170940262
6.0	PROCARE-SVC-POWERPRO	180339519
6.0	PROCARE-SVC-POWERPRO	170940265
6.0	PROCARE-SVC-POWERPRO	180339521
6.0	PROCARE-SVC-POWERPRO	2103003500121
6.0	PROCARE-SVC-POWERPRO	2007003500229
6.0	PROCARE-SVC-POWERPRO	2007003500226
6.0	PROCARE-SVC-POWERPRO	150940578
6.0	PROCARE-SVC-POWERPRO	141040409
6.0	PROCARE-SVC-POWERPRO	160241679
6.0	PROCARE-SVC-POWERPRO	170442125
6.0	PROCARE-SVC-POWERPRO	160241681
6.0	PROCARE-SVC-POWERPRO	141040407
6.0	PROCARE-SVC-POWERPRO	141040406
6.0	PROCARE-SVC-POWERPRO	140339128
6.0	PROCARE-SVC-POWERPRO	150940576
6.0	PROCARE-SVC-POWERPRO	1909003500301
6.0	PROCARE-SVC-POWERPRO	150639976
6.0	PROCARE-SVC-POWERPRO	160241678
6.0	PROCARE-SVC-POWERPRO	140339125
6.0	PROCARE-SVC-POWERPRO	150340695
6.0	PROCARE-SVC-POWERPRO	150940580
6.0	PROCARE-SVC-POWERPRO	160241680
6.0	PROCARE-SVC-POWERPRO	2007003500227
6.0	PROCARE-SVC-POWERPRO	1908003500559
6.0	PROCARE-SVC-POWERPRO	2103003500122
6.0	PROCARE-SVC-POWERPRO	1909003500300
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39651705
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39651701
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39651716
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38840727
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38840723
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38852585
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38852922
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38839966
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38839958
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38790402
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39651706
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39651178
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39651704
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39054788
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38790408
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38790400
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38790396
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39651700
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38839973
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39054822
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38839961
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38840724
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38852920
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39651708

7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39054787
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39054790
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39054777
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38839977
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38852583
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39054785
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38790398
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38852582
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38790407
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39803439
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	39054792
7.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	38852928
8.0	PROCARE-SVC-POWERPRO	2205003500316
8.0	PROCARE-SVC-POWERPRO	2205003500314
8.0	PROCARE-SVC-POWERPRO	2205003500317
8.0	PROCARE-SVC-POWERPRO	2205003500315



**Purchase Order Form**



Account Manager \_\_\_\_\_  
 Cell Phone \_\_\_\_\_

Purchase Order Date \_\_\_\_\_  
 Expected Delivery Date \_\_\_\_\_  
 Stryker Quote Number \_\_\_\_\_

Check box if Billing same as Shipping

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials \_\_\_\_\_

Authorized Customer Initials \_\_\_\_\_

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

**Accounts Payable Contact Information**

Name \_\_\_\_\_  
 Email \_\_\_\_\_  
 Phone \_\_\_\_\_

**Service Terms and Conditions:**

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the **Terms and Conditions of Stryker's Standard Terms of Sale (US) and ProCare Terms and Conditions, negotiated between the parties hereto (September 2023), together with the Additional Terms and Conditions of Marion County. This quote is Exhibit A to said agreements.** The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

**Authorized Customer Signature**

Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Attachment                      Stryker Quote Number

\*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

## STANDARD TERMS OF SALE (US) and ProCare SERVICES TERMS & CONDITIONS

### CUSTOMER: MARION COUNTY (FL) (September 2023)

1. **General.** All sales of Products distributed by Stryker in the United States are subject to the following terms and conditions. In these “Standard Terms of Sale”, “Stryker” means Stryker Corporation and any of its affiliates providing Products to Customer, goods and services sold by Stryker are referred to as “Products”, and the purchaser of the Products is referred to as the “Customer.” Stryker and Customer are herein collectively referred to as “Parties”.
2. **Price and Taxes.**
  - 2.1. Prices shown on Stryker invoices are net of discounts provided at the time of purchase and Products listed on an invoice may be subject to additional rebates or discounts, for which separate documentation is provided by Stryker. Customer must: (i) claim the value of all rebates or discounts in Customer’s fiscal year earned or the immediately following fiscal year; (ii) properly report and appropriately reflect and allocate prices paid net of all discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third party payors as required by law or contract; and (iii) provide agents of the U.S. or a state agency with access to all information from Stryker concerning discounts and rebates upon request.
  - 2.2. Stryker’s price does not include sales, use, value added, franchise, gross receipts, profits, excise, privilege, occupation, personal property, withholding and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated (collectively, “Taxes”). Customer will be liable for all Taxes, whether or not Stryker invoices Customer for such Taxes (unless Customer will provide Stryker at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or customs authorities).
  - 2.3. Invoices will be sent on the agreed payment method as set out in Stryker’s proposal or quote attached as an exhibit hereto. Pursuant to Florida law, Customer is exempt from these taxes, and upon request will provide Stryker with its tax-exempt certificate. Pursuant to Part VII, Chapter 218, Florida Statutes, all invoices issued under this Agreement are to be paid within forty-five (45) days of the date of the invoice. Failure to comply with the Net 45-day terms will constitute a breach of contract and future service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous product or service provided by Stryker or any of its affiliates.
3. **Payment Terms.** Unless otherwise provided on Stryker’s invoice, invoices must be paid in full by Customer (30 days after the date of Stryker’s invoice. Any amount not paid on time will be subject to a late fee of 1.5% per month prorated (18% per annum), or the maximum interest rate allowable by law, whichever is the highest. Stryker, in its sole discretion, reserves the right to change terms of payment and/or discontinue further shipments or suspend services, without prejudice to any other lawful remedy, in the event that: (i) the sale would cause to be exceeded any credit limit that Stryker will have extended to Customer under Section 4 below; (ii) if at any time Stryker determines that Customer’s financial condition or credit rating does not justify a sale on credit; or (iii) Customer is at any time in default in any indebtedness or obligation that Customer owes to Stryker. Stryker may require advance payment or may ship C.O.D. Payment must be made to Stryker at the location designated in Stryker’s invoice. Customer must notify Stryker in writing of any disputed invoice within 15 days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within 15 days of its receipt, such invoice will be deemed to have been approved and accepted by Customer.
4. **Credit Policies.** Based upon Customer’s financial position and payment history, Stryker may, in Stryker’s sole discretion, assign Customer a credit limit. Customer’s total pending orders and outstanding accounts payable to Stryker must remain within the amount of the credit limit. Stryker may at any time, in Stryker’s sole discretion, modify or discontinue Customer’s credit limit or modify Stryker’s credit terms and other credit policies. Neither this paragraph nor any other provision of these Standard Terms of Sale makes Customer a dealer or distributor of Stryker or obligates Stryker to sell any Products to Customer.
5. **Delivery, Title and Risk of Loss.** Unless otherwise provided on an invoice, or except for Products purchased on a consignment basis, all Products purchased directly from Stryker will be shipped F.O.B Origin, freight, insurance and handling prepaid and added to the invoice. Title and risk of loss transfer to Customer upon Stryker’s delivery of the Products to a common carrier. Shipping and delivery dates are estimates only, and time is not of the essence. Stryker may ship all the Products at one time or in portions. Stryker will have the right to determine the method of shipment and routing of the Products, unless Stryker agrees otherwise in writing. All Products will be shipped to the address indicated in the “ship to” portion of Customer’s purchase order. Stryker reserves the right to refuse to ship the Products to third parties.
6. **Consignment and Loaned Instrumentation.** To the extent Products are consigned or loaned to Customer, the additional terms and conditions set forth in in Appendix 1 hereto will apply. **Appendix 1 Not Applicable to Current ProCare Services.**
7. **Stryker Communications Products.** To the extent Products purchased by Customer include equipment and installation services provided by Stryker’s Communications division, the additional terms and conditions set forth in in Appendix 2 hereto will apply. **Appendix 2 Not Applicable to Current ProCare Services.**
8. **Trade-in Equipment.** Any trade-in discount reflected on an invoice is an additional discount given by Stryker as a result of trade-in equipment remitted to Stryker by Customer at Customer’s request. Customer transfers and delivers unto Stryker all of Customer’s rights, title and interest in and to such trade-in equipment and all trade-in equipment must be shipped to the address designated by Stryker



within the time period agreed to by the Parties. All trade-in equipment must be appropriately packaged, consistent with Stryker's instructions or if such instructions have not been provided, with good commercial practice. Customer assumes responsibility for shipment of trade-in equipment to Stryker and for risk of loss or damage during shipment. Trade-in equipment must be accompanied by a copy of the purchase order or the trade-in order number. Failure to return trade-in equipment in accordance with these instructions may result in forfeiture of the trade-in discount, for which Stryker will bill Customer, to be paid by Customer in accordance with Section 3.

- 9. Product Training.** Stryker may provide technical training, including both initial training for new users and supplemental training for existing users, as needed to promote the safe and effective use of its Products sold to Customer. Such technical training will be provided for any health care practitioner who uses or intends to use the Product and is employed by, or is on the active medical staff of, Customer. If Stryker provides the technical training to a health care professional, it may pay for or reimburse the reasonable expenses, including meals, lodging and transportation, actually incurred by eligible recipients in connection with the technical training provided under this paragraph. Such training is not deemed a condition precedent to sale of the Products or Customer's acceptance thereof.
- 10. Warranties, Return Policies and Maintenance.**
- 10.1. In addition to Stryker's current standard Product warranties, if applicable, Stryker warrants that: (i) it has good title to Products shipped directly to Customer, free of all liens, claims and encumbrances; and (ii) the Products, at the time of sale, meet applicable FDA clearance or approval (as applicable) necessary for commercial sale. Notwithstanding the foregoing clause (i), Customer agrees that Stryker will retain a purchase money security interest in the Products, and to any proceeds from the disposition of such Products, until the purchase price and other charges due Stryker have been paid in full. Upon any default by Customer hereunder, Stryker will have any and all rights and remedies of secured party under the Uniform Commercial Code which right will be cumulative.
- 10.2. THE EXPRESS WARRANTIES SET FORTH IN SECTION 10.1 AND STRYKER'S STANDARD PRODUCT WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS SOLD TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- 10.3. Products returned by Customer for credit, replacement and/or repair will be in accordance Stryker's applicable return policy.
- 10.4. Stryker's standard Product warranties and return policies can be found at [www.stryker.com/returnpolicy](http://www.stryker.com/returnpolicy). Stryker's Product warranties apply only to (i) the original end-user purchaser of Products directly from Stryker or its authorized distributors and (ii) Products manufactured by Stryker. Unless otherwise agreed to in writing by Stryker, non-Stryker Products are sold "as-is" with no warranty of any kind, express or implied.
- 10.5. In addition to Stryker's standard Product warranties, service plans for repairs and maintenance may be purchased at any time for a number of Stryker's capital equipment Products. These special service plans cover repair and/or maintenance that the designated piece of equipment may require during the term of the service plan contract. Specific service plan details are available through your local Stryker sales representative. **Stryker's service plan terms and conditions are set forth in Appendix 3 hereto.**
- 10.6. Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Agreement. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Content incorporated within the Stryker Data. "Stryker Data" means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aide Stryker in optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.
- 11. Software License. Intentionally Omitted. Not Applicable to Current ProCare Services.**
- 12. Indemnity.**
- 12.1. Stryker agrees to indemnify Customer for third party liability ("Claims") that Customer is adjudicated to have directly as a result of: (i) a defect in workmanship or materials of the Products that are manufactured by Stryker; or (ii) a defect in the reprocessing services, for any Products that are subject to Stryker's reprocessing services. This indemnification does not apply to Claims arising from: (a) the negligence of any person other than an employee or agent of Stryker; (b) the failure of any person other than an employee or agent of Stryker to follow any labeling, manuals and/or instructions for use of the Products; (c) the use of any product (or any accessories) not purchased from Stryker; (d) abnormal wear and tear or damage caused by misuse or by Customer's failure to perform normal and routine maintenance as set out in the maintenance manual and/or operating instructions provided with Products, or as demonstrated by an authorized Stryker representative; or (e) Product that has been modified, altered, or repaired by any person other than an employee or agent of Stryker. Subject to Section 768.28 Florida Statutes, regarding Customer's sovereign immunity, Customer agrees to indemnify Stryker against any Claims to the extent arising from (a) through (e) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents. The rights and obligations relating to indemnification for any Claims relating to a Product are expressly defined only by these Standard Terms of Sale. Neither Stryker nor Customer have any rights or obligations to a defense against any Claim relating to the Products.
- 12.2. All indemnification obligations under this Section 12 are conditioned on the party seeking indemnification promptly providing the



indemnifying party with (i) timely written notice of any Claim for which indemnification is sought; (ii) reasonable assistance and all available non-proprietary information reasonably required in the defense or settlement of any Claim; and (iii) sole control over the defense against any Claim and the settlement of any Claim; provided, however, that Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

### 13. Insurance.

13.1. Stryker will maintain general liability insurance, including coverage for Products and completed operations, auto liability insurance and workers' compensation and employer's liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Stryker that might arise out of sales of Products by Stryker hereunder. To the extent permitted by applicable laws and regulations, Stryker has the right to comply with this requirement through a program of self-insurance. When requested by Customer in writing, Stryker will furnish an insurance certificate or other documentation evidencing the insurance or self-insurance coverage required above. Customer shall be named as an Additional Insured on all required insurance policies.

13.2. Customer will maintain appropriate types of liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Customer that might arise out of purchases of Products by Customer hereunder, including liability arising out of Customer's indemnity obligations set forth in Section 12 above. When requested by Stryker in writing, Customer will provide a certificate of insurance evidencing such coverage. To the extent permitted by applicable laws and regulations, Customer has the right to comply with this requirement through a program of self-insurance.

**14. Limitation of Liability.** EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS, STRYKER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THESE STANDARD TERMS OF SALE (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) WILL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS MINUS DEPRECIATION OR IN THE CASE OF SERVICES, SERVICE FEES PAID BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. NEITHER PARTY WILL BE ENTITLED TO, NOR WILL BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS OR REVENUE OR BUSINESS INTERRUPTION.

**15. Confidentiality.** Stryker and Customer: (i) will hold in strictest confidence Product pricing, proposals, invoices and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; (ii) hereby covenant that, subject to Section 2.1, they will not disclose such information to any third party without prior written authorization of the one to whom such information relates; and (iii) agree that any breach or threatened breach of this section may cause irreparable harm, that a remedy at law will be inadequate to remedy such a breach or threatened breach, and that this section will be enforceable by way of a restraining order or injunction, without the necessity of posting a bond, in addition to any other available legal remedies. Customer is subject to all Local and State disclosure requirements, including any Florida Freedom of Information Act, and such Act shall control the release of information under this Agreement and its terms and conditions.

**16. Default.** In the event of Customer's default in payment for the Products purchased hereunder, Customer will be responsible for all reasonable costs and expenses (including reasonable attorney's fees) incurred by Stryker in collection of any sums owing by Customer, and Stryker will not be obligated to make any further deliveries to Customer. Should Customer elect to cancel its order, in whole or in part, Customer will be liable to Stryker for any non-refundable deposits and reasonable cancellation charges that will include, but not be limited to, all costs and expenses incurred by Stryker in connection with procuring and filling Customer's purchase order.

**17. Unavoidable Delay.** Neither party will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, act of God, casualty, labor trouble, accidents or unavailability of supplies or transportation.

**18. Compliance with Law; Not For Resale or Export.** Customer represents and warrants that it: (i) will comply with all applicable laws and regulations of the various states and of the United States in the use of the Products; and (ii) is buying Product(s) for its internal use only, and not for resale or export.

**19. Miscellaneous.** These Standard Terms of Sale constitute the entire agreement between the Parties with respect to the purchase of Products, and any modification or amendments must be in writing and signed by both Parties. The Agreement and these Standard Terms of Sale are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby rejected by Stryker and will not be binding in any way on Stryker. Neither Party will transfer or assign any or all of its rights or interests, or delegate any of its obligations, hereunder, without the prior written consent of the other Party (which consent will not be unreasonably withheld); provided, however, Stryker may assign its rights or interests, or delegate its obligations, in whole or in part, to any of its affiliates without the prior consent of Customer. The Standard Terms of Sale and the Agreement will be binding upon, will inure to the benefit of, and be enforceable by permitted successors and assigns of the Parties. The rights and remedies conferred under the Agreement and under these Standard Terms of Sale apply only to Stryker and Customer, and will not be construed to inure to the benefit of or provide any right of action to any other person, including without limitation any patient or third-party payor. In the event that any provision of these Standard Terms of Sale is



determined to be unenforceable or invalid, such provision will nonetheless be enforced to the fullest extent permitted by applicable law, and such determination will not affect the validity and enforceability of any other remaining provisions. These Standard Terms of Sale will be governed by and construed in accordance with the laws of the State of Florida as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.

- 20. Professional Services.** Stryker may provide professional services to Customer, including, but not limited to, consulting, advisory, program development and implementation and data analytics services. Such services are only provided to Customer, and governed by, separate services contracts entered into by Stryker and Customer and are not subject to these Standard Terms of Sale.

**APPENDIX 1 - Intentionally Omitted. Not Applicable to Current ProCare Services.**

**APPENDIX 2 - Intentionally Omitted. Not Applicable to Current ProCare Services.**

**APPENDIX 3 - PROCARE<sup>SM</sup> SERVICES – TERMS AND CONDITIONS**

**CUSTOMER: MARION COUNTY (FL) (September 2023)**

The terms of this Appendix 3 will apply to Customer's purchase of Services under a Stryker Service Plan (as defined Section 1 below). In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 3, relative to a Service Plan, this Appendix 3 will govern.

- 1. Service Plan Coverage.** Stryker will perform the repair and maintenance services (collectively, the "Services") more particularly described in each service plan (the "Service Plan") if entered into by and between Stryker and Customer. The Services will cover the capital equipment (if applicable) identified in the Service Plan (collectively, the "Equipment").
- 2. Service Plan Terms and Conditions.** In addition to each Service Plan's coverage terms and conditions, the Services will be subject to the PROCARE<sup>SM</sup> Services Terms and Conditions set forth below.
- 3. Term and Termination.**
  - 3.1. Term. The Term of each Service Plan (the "Term") will continue so long as Services are being provided under a Service Plan. Notwithstanding the foregoing, Stryker may change the amounts due as noticed thirty (30) days prior to any renewal.
  - 3.2. Termination for Cause. Either Party may terminate a Service Plan upon written notice to the other Party in the event the other Party breaches the Service Plan and fails to cure the breach within thirty (30) days after receipt of written notice thereof. In the event of such termination, Customer will be entitled to receive from Stryker a refund of all amounts prepaid by Customer under a Service Plan for Services that have not yet been provided by Stryker at the time of such termination, and Stryker will be entitled to receive from Customer payment for all Services that have been provided by Stryker prior to such termination.
  - 3.3. Termination for Convenience. Either Party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other. If Customer has made advance payments, Stryker will provide prorated refund to the Customer for the remaining balance of the term, and any Equipment in Stryker's possession will be promptly returned to Customer.
  - 3.4. Survival of Certain Provisions. The provisions of Term and Termination, Confidentiality, Non Solicitation and Non Hire, Limitations of Liability, Changes, and Assignment will survive the expiration or termination of this Agreement and will be binding to the respective successors, assigns, subsidiaries or affiliates of the Parties.
- 4. Product Maintenance.** The Service Plan is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
- 5. Warranty, Limitations of Warranty and Liability.** During the Term, Stryker warrants, with the exception of software maintenance services which, if applicable, will be as specified in the Service Plan, the following:
  - 5.1. Stryker has the experience, capability and resources to perform under the Service Plan, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
  - 5.2. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
  - 5.3. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
  - 5.4. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and



qualifications required to perform the Services.

- 5.5. Stryker will maintain the Equipment in good working condition. Equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Term. When Equipment or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property.
- 5.6. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.

6. **Limitations and Exclusions from Service Plan.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker ProCare employees will not provide surgical or medical advice, will not practice surgery or medicine, will not be involved in any manner which may be construed as practicing surgery or medicine, will not come in contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients for such presence during surgery.

Notwithstanding any other provision set forth herein, the Service Plan does not cover the following, as determined by Stryker in its sole discretion: (i) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (ii) accidents, catastrophe, fire, flood or act(s) of God; (iii) damage resulting from faulty maintenance, improper storage, repair, handling or use, damage and/or alteration by non-Stryker authorized personnel; (iv) service necessary due to the failure of the Customer or anyone under its control to comply with written instructions or recommendations; (v) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (vi) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (vii) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (viii) service to the Equipment if the Equipment or the Equipment site is contaminated with blood or other potentially infectious substances; or (ix) equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate a Service Plan and any complimentary loaner programs thereunder if Equipment is used with accessories not manufactured by Stryker. If, at any time, upon inspection of the Equipment in service, Stryker deems any single unit of Equipment to be unserviceable, a record and report of such will be made, and provided to the Customer in writing on the date of service.

## 7. Indemnification.

- 7.1. Stryker will indemnify and defend Customer against any third party liability and/or damages ("Claims") that Customer may incur directly as a result of bodily injury (including death) or property damage arising solely from the gross negligence, willful misconduct or omissions of Stryker or its employees agents, or contractors in the course of providing Services. The foregoing indemnification will not apply to any Claims arising from: (i) an injury or damage due to the negligence of any person other than a Stryker employee or agent; (ii) the failure of any person other than a Stryker employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker; (iv) abnormal wear and tear or damage caused by misuse or by Customer's failure to perform normal and routine maintenance as set out in the maintenance manual and/or operating instructions provided with the Equipment, or as demonstrated by an authorized Stryker representative; or (v) any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent. Subject to Section 768.28 Florida Statutes, regarding Customer's sovereign immunity, Customer agrees to indemnify and defend Stryker against any Claims arising from (i) through (v) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents.
- 7.2. All indemnification obligations under this Section 7 are conditioned on the party seeking indemnification promptly providing the indemnifying party with (i) timely written notice of any Claim for which indemnification is sought; (ii) reasonable assistance and all available non-proprietary information reasonably required in the defense or settlement of any Claim; and (iii) sole control over the defense against any Claim and the settlement of any Claim; provided, however, that Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

## 8. Confidentiality.

- 8.1. Customer must remove or secure any "Protected Health Information" ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 from Equipment prior to Stryker performing Services. Although Stryker will make reasonably commercial efforts to secure any PHI encountered, Stryker is not responsible for the security thereof.
- 8.2. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived



from or obtained during the course of the Agreement, will be treated by both Parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and will not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

8.3. Customer is subject to any Local or State disclosure requirements or any Florida Freedom of Information Act, and such Act shall control the release of information under this Agreement and its terms and conditions.

**9. Non-Solicitation and Non-Hire.** Customer agrees that, during the Term and for a period of one (1) year following the termination or expiration of a Service Plan, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing. Nothing herein will prohibit Customer from hiring employees of Stryker who respond to a general employment solicitation such as a newspaper advertisement.

**10. Background Check.** Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a background check as part of Stryker's hiring practice and/or as required by Customer's vendor credentialing program. The background check consists of the following:

- Criminal background check
- National sex offender registry check
- Education verification
- Employment history
- SSN verification
- Driving record
- Government sanction/watch lists

During the Term, a Customer may request a conference with Stryker at any reasonable time regarding the performance, behavior or expectations of any Stryker service personnel who are assigned to Customer's facility. Any Stryker service personnel who willingly and knowingly violates Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

**11. Changes.** At any time during the Term, and upon each Party's written consent, additional Services or Equipment may be added or deleted from a plan. Such changes will be governed by the terms and conditions of the Service Plan. Stryker may modify the applicable Service Plan to reflect adjustments to charges attributable to plan changes.

**12. Parts and Subcontracting.** Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services.

**13. Independent Contractor.** The Parties are independent contractors with respect to one another. However, to the extent Stryker, Stryker personnel or subcontractors come to Customer's property, to the extent applicable, they will follow Customer's written and posted work place policies.

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