



# 2013 Purchase Agreement

Territory Mgr: Chip Miller 610-745-7781Date: November 29, 2013

## CUSTOMER BILLING INFORMATION

Customer: <u>Plum Borough School District</u>	Contact Name: <u>Yvonne Krepinevich, RN</u>
Address 1: <u>900 Elicker Road</u>	Title: _____
Address 2: _____	Phone: <u>412-795-0100</u>
City: <u>Plum</u>	Fax: _____
State: <u>PA</u> Zip: <u>15239</u>	E-mail: <u>KREPINEVICHY@PBSD.K12.PA.US</u>
County: _____	
Invoice to: <input checked="" type="radio"/> Corporate Billing Address <input type="radio"/> Individual Locations (provide details)	Tax exemption # <u>NA</u>
Payment Term: _____ NET 30	P.O. # <u>Not Applicable</u>
Payment: <u>Check</u>	CODE _____
Class ID: <u>End User</u> Segment: <u>Schools and Stadiums</u>	Lead: _____
Pricing Code: (if PAD/Contract): _____ Affiliation: <u>PA Costars 012-035 Special Trade in Pricing</u>	

## CUSTOMER SHIPPING INFORMATION

Customer: <u>Plum Borough School District</u>	Contact Name: <u>Yvonne Krepinevich, RN</u>
Address 1: <u>900 Elicker Road</u>	Title: _____
Address 2: _____	Phone: <u>412-795-0100</u>
City: <u>Plum</u>	Fax: _____
State: <u>PA</u> Zip: <u>15239</u>	E-mail: <u>KREPINEVICHY@PBSD.K12.PA.US</u>
County: _____	Shipping Method: <u>FedEx - Ground</u>
F.O.B.: _____ Factory _____	Freight Collect Account: _____

## EQUIPMENT, ACCESSORIES, and PROGRAM MANAGEMENT

AED Devices:	Item	List	Qty	Price/each	Subtotal
AED Devices		\$ -			\$ -
AED Devices		\$ -		\$ -	\$ -

AED Accessories / Upgrade Options:	Item	List	Qty	Price/each	Subtotal
AED Accessories		\$ -			\$ -
AED Accessories		\$ -			\$ -
AED Accessories		\$ -			\$ -
AED Accessories		\$ -			\$ -
AED Accessories		\$ -			\$ -
AED Accessories		\$ -		\$ -	\$ -
Upgrade Options		\$ -		\$ -	\$ -

<b>Program Management:</b>					
Champion Name:	<u>Yvonne Krepinevich, RN</u>	Phone:	<u>412-795-0100</u>	Email:	<u>KREPINEVICHY@PBSD.K12.PA.US</u>

	Item	List	Qty	Price/each	Subtotal
Program Management (full packages)		\$ -		\$ -	\$ -
Program Management (full packages)		\$ -		\$ -	\$ -
Program Management (components/add-ons)		\$ -		\$ -	\$ -
Program Management (components/add-ons)		\$ -		\$ -	\$ -
Program Management (components/add-ons)		\$ -		\$ -	\$ -
Annual AED visit - per AED/yr	9940-001	\$ 300.00	26	\$ 295.00	\$ 7,670.00
Service Options		\$ -		\$ -	\$ -
Program Management Options (manager only)		\$ -		\$ -	\$ -

<b>Miscellaneous Items (enter as needed):</b>					
Special - buy 2 year agreement get 3rd year at no chagre.	9940-001		13		\$ -
					\$ -

	Order Subtotal (excluding tax and shipping):	\$7,670.00
	Sales Tax:	
	Shipping:	
	Grand Total:	\$ 7,670.00

Comments/Notes Section:

Please send **purchase orders** and **correspondence** to:

Cardiac Science Corporation  
N7 W22025 JOHNSON DRIVE  
WAUKESHA, WI 53186

Tel: +1.800.991.5465

Fax To: **610-459-4474**

Rev June 2013

Please send **payment** to:

Cardiac Science Corporation  
P.O. Box 83261  
Chicago, IL 60691-0261



## TERMS AND CONDITIONS

These Terms and Conditions together with this agreement between Buyer and Cardiac Science shall apply to the sale to Buyer of all goods (including AEDs, oxygen, first-aid kits and other goods) and services (including training, consultation, maintenance and other services) purchased hereunder.

**1. Terms and Conditions.** This Agreement sets forth the sole and entire agreement between the parties regarding the sale of goods and services herein and supersedes any contemporaneous oral agreements between them regarding the same. Any alteration to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties. Facsimile signatures shall be effective to bind either Party to the terms hereof.

**2. Payment, Price & Acceptance.** All sales are final and payment for products and services are due upon receipt of invoice, unless otherwise specified on the order. All prices are F.O.B. Cardiac Science's designated shipping point. Title and risk of loss shall transfer from Cardiac Science to Buyer at Cardiac Science's designated shipping point. Prices do not include, and Buyer shall pay applicable sales tax unless Buyer provides Cardiac Science with a valid tax exemption certificate. Buyer shall pay all freight, handling and insurance charges for shipments of goods. Upon Buyer's receipt, all goods shall be deemed accepted by Buyer unless Cardiac Science's Order Entry Department is contacted at 1-800-991-5465 within one business day of delivery, specifying the defects or discrepancies in the quality or quantity of goods. All services shall be deemed as accepted upon the performance thereof, unless Buyer provides Cardiac Science notice specifying defects or discrepancies in the quality of such services within one business day of delivery of services.

**3. Training Services.** When training has been purchased Cardiac Science shall contact Buyer within 5 business days to initiate the scheduling of training classes and Buyer agrees that training classes shall begin no later than 30 days after the date that Buyer receives delivery of the AED equipment. Buyer understands that Federal or State law may require training prior to AED equipment use, and Buyer agrees to meet all applicable requirements for training of personnel and operation of AEDs. The addition of students, classes or rescheduling of any class requires the prior approval of Cardiac Science. If Buyer cancels a scheduled training class within 10 business days, Buyer agrees to pay a 100% cancellation fee. Unused training expires 12 months from purchase.

**4. Customer Obligations.** Buyer shall immediately notify Cardiac Science's Customer Service Dept. at 1-800-991-5465 in the event of the following: (a) if equipment has been used for an emergency or is in need of service; (b) if the AED indicates, in any manner (either visually or by sound), that the unit requires service. Buyer agrees not to defeat, disable or circumvent any protection mechanism related to the AED device. Buyer agrees to use the AED(s) covered under this agreement in accordance with applicable law, the operating instructions and medical direction outlined in Cardiac Science's AED Response Protocol.

**5. License.** Cardiac Science hereby grants Buyer a revocable, non-exclusive, non-transferable license to use the products solely in accordance with applicable law and the operating instructions. Buyer may not copy, modify, decompile, disassemble or reverse engineer or create derivative works based upon any Cardiac Science product. Except for the rights expressly granted herein, no right, title or ownership interest in any product or service, including any copyright, patent, trademark, or other intellectual property or proprietary right therein, is conveyed to Buyer, expressly or by implication.

**6. Indemnification.** Cardiac Science Corporation ("CSC") will defend and indemnify any person or entity who purchases, rents, leases or uses/deployes an Automated External Defibrillator ("AED") from CSC or one of its authorized distributors ("Customer") against any claims, damages, liabilities, or actions asserted by any third party (each, a "Claim") arising out of personal injury caused by any AED if and to the extent the Claim is based upon (i) the failure of an AED to function or perform in accordance with its specifications or (ii) defects in design, material, or workmanship of an AED. CUSTOMER MAY NOT TRANSFER OR ASSIGN ITS RIGHTS UNDER THIS POLICY.

Indemnification under this Agreement is not available to Customer: (i) if the AED is used in any manner other than for its intended purpose; (ii) if Customer does not follow the required maintenance procedures; (iii) for Claims arising from the negligence or other malicious or illegal actions of Customer or its personnel; or (iv) for claims involving use of non-Cardiac Science or out-of-date pads or batteries. In addition, CSC will not be obligated to indemnify Customer under this Agreement if the patient is successfully defibrillated through the use of the AED.

Coverage is effective for the period in which CSC is providing service and related support for AED models manufactured and deployed by CSC.

### Customer Responsibilities

Indemnification is contingent upon the following:

- AEDs must be used for its intended purpose and in accordance with the instructions set forth in the AED User Manual.
- Customer must comply with the standard maintenance protocols for the AEDs set forth in the AED User Manual.
- Customer must preserve the self-test, rescue, and other data recorded by the AEDs and provide CSC access to such data.
- Customer must (a) give CSC prompt written notice of the Claim, (b) tender defense of the Claim to CSC, (c) cooperate with CSC and assist in the defense of the Claim, and (d) not settle the Claim without the prior written consent of CSC, which will not be unreasonably withheld.

**7. Defense of Claims.** Cardiac Science Corporation ("CSC") will assume unrestricted authority to defend or settle all claims under this policy. CSC will not be liable to Customer for any defense expenses (including but not limited to fees and disbursements of legal counsel) incurred by Customer subsequent to CSC's assumption of the defense case.

**8. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, (I) CARDIAC SCIENCE SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST OF PROFITS, BUSINESS AND REVENUE) SUSTAINED OR INCURRED IN CONNECTION WITH THE AGREEMENT AND THE PRODUCTS AND SERVICES THAT ARE SUBJECT TO THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, AND (II) CARDIAC SCIENCE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY BUYER HEREUNDER. SOME JURISDICTIONS RESTRICT LIMITATIONS OF LIABILITY, SO THE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

**BY SIGNING THIS AGREEMENT, CUSTOMER REPRESENTS THAT THEY ARE AUTHORIZED TO PURCHASE AND AGREES TO CARDIAC SCIENCE TERMS & CONDITIONS.** AEDs are intended for use by or on order of a physician or persons licensed by state law.

### I HAVE READ AND AGREE TO CARDIAC SCIENCE'S TERMS AND CONDITIONS.

Authorized Signature:	Print Name:	Title:	Date:

Cardiac Science Corporation  
N7 W22025 Johnson Drive  
Waukesha, WI 53186

Tel: 1-800-991-5465  
Fax: 1-262-953-3499  
www.cardiacscience.com