



## SALES QUOTATION

Quote No: **40158-40158**

Date: **8/16/2017**

### ***Provided To:***

Johnny Nelson  
Contracts  
MISSISSIPPI STATE DEPT OF HLTH  
PO BOX 1700  
JACKSON, MS 39215  
USA

### ***Provided By:***

Steve Kavanaugh  
Regional Business Manager  
HemoCue America  
Direct Line: 815-727-3146  
Fax Number:  
Email: [steven.j.kavanaugh@hemocue.com](mailto:steven.j.kavanaugh@hemocue.com)

Product Code	Product Name	Qty	Cost	Total Price
111716	HB 201+ CUVETTES 4X50	1	\$168.00	\$168.00

<b>Grand Total:</b>	<b>\$168.00</b>
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### **Other Information**

#### **Important Information**

- [1] HemoCue analyzers are covered by a 3-year warranty.
- [2] Shipping and Sales Tax will be charged if applicable.
- [3] Shipping Fees will be applied to all Eurotrol/ R&D Control shipments.
- [4] All sales subject to HemoCue credit terms.
- [5] The terms of this Sales Quotation are valid for **30 days** from the date first listed above.
- [6] MICROCUVETTES AND CONTROLS ARE PERISHABLE AND NON-RETURNABLE.
- [7] RETURNS ARE SUBJECT TO A 15% RESTOCKING CHARGE AND MUST HAVE PRIOR AUTHORIZATION AND AN RGA NUMBER.

250 S. Kraemer Blvd.

Mailstop B1.SW.11

Brea, CA 92821

[CustomerService@hemocue.com](mailto:CustomerService@hemocue.com)

Customer Service

Phone (800) 323-1674

Fax (800) 333-7043

Technical Support

Phone (800) 426-7256

Fax (949) 859-3085



APPENDIX B  
GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions shall apply to all agreements between HemoCue America, a division of Radiometer America, Inc. ("HemoCue") and another party, hereinafter referred to as (the "Customer"), for the purchase of products offered by HemoCue ("Products"), and shall supersede any conflicting or additional terms and conditions provided by the Customer, unless expressly agreed otherwise in writing.

1. **Use Of Products.** Customer shall use the Products for its own use and shall not resell or distribute Products.
2. **Order Fulfillment.** HemoCue shall use commercially reasonable efforts ship Products on or before each requested shipment date. No order from Customer shall be binding upon HemoCue unless confirmed in writing to the Customer specifying the delivery date. Customer's sole and exclusive remedy for HemoCue's failure to deliver products shall be to cancel its purchase order.

HemoCue reserves the right to change and to discontinue production of any of the Products by providing thirty (30) days prior written notice to Customer.

3. **Payment Terms.** Based on approved credit, payment terms are net thirty (30) days from invoice date unless otherwise agreed in writing. Service charges of 1.5% per month (or the highest amount allowed by law, if lower) may be applied to past due invoices. For all invoices unpaid after thirty (30) days, a 1.5% service charge may be added each month (18% per annum) at the discretion of HemoCue. Secondly, HemoCue, within its sole discretion, may require future orders by Customer to be paid in full in advance of shipment of the order by HemoCue. HemoCue reserves the right to withhold shipment of Products in the event Customer is in default of its payment obligations. Customer shall remit payments to: HemoCue America / Radiometer America, 32669 Collection Center Drive, Chicago, IL 60693-0328.

4. **Taxes.** The pricing excludes any applicable excise, sales and use tax, and unless Customer provides documentation that it is exempt from the particular taxes, Customer shall pay all applicable excise, sales and use taxes.

5. **Shipping Terms.** HemoCue will ship products in accordance with its standard shipping schedule to locations identified by Customer. All shipments are F O B shipping point, Roselle, IL, USA, or such other shipping point to be designated by HemoCue. Customer will pay for shipping and handling charges, which will be added to each invoice. Upon shipment, Customer is responsible for theft or other risk of loss of Products.

6. **Warranty.** HemoCue warrants to Customer that any equipment ("Equipment") and other Products provided hereunder shall be fit for the purposes and indications described in the operating manual/product insert, when used in accordance with the directions in the operating manual/product insert, and HemoCue's sole obligation and Customer's exclusive remedy for breach of any warranty shall be that, at HemoCue's sole option, HemoCue will repair or replace any Products which do not conform to such warranty, or refund the purchase price. The Equipment is warranted for a period of three (3) years. During the Equipment warranty period, HemoCue will provide parts and service to repair any Equipment without additional cost unless such parts or service are required because of Customer's negligence, abuse, alterations or improper use of the Equipment, in which case Customer shall pay HemoCue its standard prices charged to other customers for parts and service at that time. Use of unapproved parts or products will void the warranty and will not be supported under any service arrangement with HemoCue. Unless a product is used in accordance with its instructions, these warranties are void and of no effect. HEMOCUE DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. **Warranty Service.** For warranty service, Customer must obtain a Return Goods Authorization Number ("RGA number") from HemoCue in advance, before returning any Products to HemoCue.

8. **LIMITATION OF LIABILITIES.** IN NO EVENT SHALL HEMOCUE HAVE ANY LIABILITY TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR OTHER LEGAL THEORY, EVEN IF HEMOCUE SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. **Confidentiality.** Both parties agree to keep the pricing and terms of this Agreement confidential.

10. **Force Majeure.** HemoCue shall not be liable for any failure to perform under this Agreement due to strikes, lockouts, or other labor disturbances (legal or illegal), fires, floods or water damage, earthquake, riots, governmental acts or orders, interruption of transportation, inability to obtain materials upon reasonable price or terms or any cause beyond its control.

11. **Choice Of Law And Arbitration.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. HemoCue and Customer agree that any disputes between them concerning the interpretation or application of this Agreement shall be resolved by binding arbitration under the commercial arbitration rules of the American Arbitration Association. All hearings in the arbitration shall be held in California.

12. **Discounts.** Any discount or other form of price reduction received by Customer under this Agreement is a discount or price reduction within the meaning of 42 U.S.C. Section 1320a-7b(b)(3)(A) of the Social Security Act. Customer may have an obligation to report or pass on such discount or price reduction to any state or federal program which provides cost or charge-based reimbursement to Customer for the items to which the discount or price reduction applies.

13. **Excluded Provider.** Each party represents and warrants that it has not been convicted of a crime related to health care and is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs ("Excluded Provider"). Each party shall notify the other within five days after it receives notice that the notifying party is an Excluded Provider. The party receiving the notice shall have the right to terminate this Agreement immediately upon receipt of such notice.

14. **Prevalence.** This Agreement and its attached Appendices shall govern any purchases by Customer under this Agreement, and any conflicting or additional terms and conditions in Customer's purchase orders (other than description and quantity of the product ordered) are hereby rejected.

15. **Notices.** Any notices or communications required or permitted to be given to Customer hereunder shall be given in writing via email, first class mail or courier to Customer's address set forth in the attached Pricing Letter, or such other address of which Customer may inform HemoCue during the Term. Any notices or communications required or permitted to be given to HemoCue hereunder shall be sent in writing to HemoCue, Attn: Contracts Department, 250 South Kraemer Blvd, Mailstop: B1.SW.11, Brea, CA 92821.

16. **Entire Agreement.** The terms and conditions set forth shall constitute the entire agreement between Customer and HemoCue. Any applicable provisions required by federal, state or local laws are hereby incorporated by this reference. No modification shall be binding on HemoCue unless signed by authorized representative of HemoCue.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by electronic signature, facsimile transmission or by e-mail delivery of a ".pdf" format file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature, facsimile or ".pdf" signature page were manually signed.

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