RESOLUTION 2016-055            PASSED: MAY 23, 2016

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO WAIVE COMPETITIVE BIDDING AND AWARD THE PURCHASE OF CARDIAC MONITORS TO ZOLL MEDICAL CORPORATION AND APPROVE THE PURCHASE OF ADDITIONAL ITEMS TO PLACE THE MONITORS IN SERVICE IN AN AMOUNT NOT TO EXCEED $89,680.

WHEREAS, the City of DeKalb is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, it is in the best interest of the City to purchase emergency medical equipment for the Fire Department; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That the City Council of the City of DeKalb hereby authorizes the Mayor to enter into a purchase agreement with Zoll Medical Corporation on terms and conditions acceptable to him, for the purpose of purchasing heart monitors, batteries, chargers, and electrodes and to authorize the purchase of brackets and Lifenet adapters for their use, without requiring further authorization or approval of City Council, provided that any costs or expenses to be incurred within the present budget year are within the scope of the then approved budget.

Section 2: That this Resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 23rd day of May 2016, and approved by me as Mayor on the same day. Passed by an Omnibus roll call vote of 8-0 on the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk  JOHN A. REY, Mayor
ZOLL Medical Corporation  
269 Mill Road, Chelmsford, MA 01824 USA

ATTN: Customer Service / Fax: 978 421-0015 (please attach quote if applicable)  
OR email to sbrooks@zoll.com

DeKalb Fire Department hereby purchases the items listed in reference to ZOLL Medical Corporation quotation #214503 V:3 dated May 9, 2016 in the amount of $86,007.10 for items listed below.

If quote is not applicable please use table below:

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>DISC PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Quote</td>
<td>See Quote</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

GRAND TOTAL: $86,007.10

Payment terms: Net 30  
F.O.B.: Shipping Point  
Shipping Charges: Prepaid & Bill  
Shipment: UPS Ground  
Taxability: Applicable tax will be applied, if non-taxable, please attach Tax Exemption Certificate

Ship-to Address: DeKalb Fire Dept.  
(No P.O. Box #’s)  
700 Pine Street  
DeKalb, IL 60115

Bill-to address: same

ZOLL shall invoice and Customer shall pay against this Purchase Letter. No additional terms will apply without ZOLL’s written consent.

Authorized Signature:  
[Signature]  
Title:  
[Title]

Date: 5/24/2016

DeKalb Fire Department  
700 Pine Street  
DeKalb, Illinois 60115
TO: Dekalb Fire Department  
700 Pine Street  
Dekalb, IL 60115  
Attn: Brett Gautcher  
email: brett.gautcher@cityofdekalb.com  
Tel: 815-748-8470

ZOLL Medical Corporation  
Worldwide HeadQuarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

QUOTATION 214503 V:3  
DATE: May 09, 2016  
TERMS: Net 30 Days  
FOB: Shipping Point  
FREIGHT: Free Freight

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>DISC PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
</table>
| 1    | 601-2221011-01     | X Series ® Manual Monitor/Defibrillator  
with 4 trace tri-mode display monitor/ defibrillator/ 
printer, comes with Real CPR Help®, advisory 
algorithm, advanced communications package (Wi-Fi, 
Bluetooth, USB cellular modem capable) USB data 
transfer capable and large 5.5'(15.5cm) diagonal 
screen, full 12 ECG lead view with both dynamic and 
static 12-lead mode display.  
Accessories Included:  
• Six (6) foot 3- Lead ECG cable  
• MFC cable  
• MFC CPR connector  
• A/C power adapter/ battery charger  
• A/C power cord  
• One (1) roll printer paper  
• 6.6 Ah Li-ion battery  
• Carry case  
• Declaration of Conformity  
• Operator's Manual  
• Quick Reference Guide  
• One (1)-year EMS warranty  
Advanced Options:  
Real CPR Help Expansion Pack  
CPR Dashboard quantitative depth and rate in real 
time, release indicator, interruption 
timer, perfusion performance indicator (PPI)  
• See - Thru CPR artifact filtering  
ZOLL Noninvasive Pacing Technology:  | 4   | $37,275.00       | $28,701.75       | $114,807.00 |

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.  
2. PRICES QUOTED ARE VALID UNTIL MAY 30, 2016.  
3. APPLICABLE TAX WILL BE ADDED AT THE TIME OF INVOICING.  
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.  
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015  
OR EMAIL TO ESALES@ZOLL.COM.  
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.  

Page 1 Subtotal $114,807.00

Caroline Guibord  
EMS Territory Manager
TO: Dekalb Fire Department  
700 Pine Street  
Dekalb, IL 60115  
Attn: Brett Gautcher  
email: brett.gautcher@cityofdekalb.com  
Tel: 815-748-8470

ZOLL Medical Corporation  
Worldwide HeadQuarters  
259 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

QUOTATION 214503 V:3  
DATE: May 09, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>DISC PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Masimo Pulse Oximetry</td>
<td>1</td>
<td>$1,795</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
|      |              | SP02  
• Signal Extraction Technology (SET)  
• Rainbow SET  
NIBP Welch Allyn Includes:  
• Smartcuff 10 foot Dual Lumen hose  
• SureBP Reusable Adult Medium Cuff | | | | |
|      |              | End Tidal Carbon Dioxide monitoring (ETCO2)  
Oridion Microstream Technology: | | | | |
|      |              | Order required Microstream tubing sets separately | | | | |
|      |              | Interpretive 12-Lead ECG: | | | | |
|      |              | • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set | | | | |
| 2    | 8000-0330    | SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft) | 4 | $295.00 | $227.15 | $908.60 |
| 3    | 8000-0294    | SpO2 LNCS Adult Reusable Sensor (1 each) | 4 | $295.00 | $227.15 | $908.60 |
| 4    | 8000-002005-01 | Cable Sleeve, Propaq / X Series, ZOLL Blue | 4 | $49.95 | $36.46 | $153.84 |
| 5    | 8000-0580-01 | Six hour rechargeable Smart battery | 8 | $495.00 | $381.15 | $3,049.20 |

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.  
2. PRICES QUOTED ARE VALID UNTIL MAY 30, 2016.  
3. APPLICABLE TAX WILL BE ADDED AT THE TIME OF INVOICING.  
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.  
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.  
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.  

Page 2 Subtotal $119,827.24

Caroline Gubord  
EMS Territory Manager
# ZOLL Medical Corporation

**Worldwide Headquarters**  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**QUOTATION** 214503 V:3  
**DATE:** May 09, 2016  
**TERMS:** Net 30 Days  
**FOB:** Shipping Point  
**FREIGHT:** Free Freight

## TO: Dekalb Fire Department  
700 Pine Street  
Dekalb, IL 60115  
**Attn:** Brett Gautcher  
**email:** brett.gautcher@cityofdekalb.com  
**Tel:** 815-748-8470

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>DISC PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>8200 - 0500 - 01</td>
<td>SurePower 4 Bay Charging System including 4 Battery Charging adapters</td>
<td>1</td>
<td>$2,583.00</td>
<td>$1,988.91</td>
<td>$1,988.91 *</td>
</tr>
<tr>
<td>7</td>
<td>8200 - 000100 - 01</td>
<td>Single Bay Charger for the SurePower and SurePower II batteries</td>
<td>3</td>
<td>$945.00</td>
<td>$727.65</td>
<td>$2,182.95 *</td>
</tr>
<tr>
<td>8</td>
<td>8900 - 0402</td>
<td>CPR stat-padz HVP Multi-Function CPR Electrodes - 1 pair</td>
<td>4</td>
<td>$75.00</td>
<td>$57.75</td>
<td>$231.00 *</td>
</tr>
<tr>
<td>9</td>
<td>7800 - 0312</td>
<td>LifePak 12 Biphasic w/Pacing, 12 lead + 3 parameters or more Trade-In</td>
<td>4</td>
<td>($9,307.00)</td>
<td>($7,228.00)</td>
<td>**</td>
</tr>
<tr>
<td>10</td>
<td>DI SC</td>
<td>Lifenet Adapter Credit</td>
<td>1</td>
<td>($995.00)</td>
<td>($995.00)</td>
<td></td>
</tr>
</tbody>
</table>

**"Trade in value is only guaranteed through May 30, 2016."**  
**"Trade-in Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis."**  
*Reflects Discount Pricing.*

---

This quote is made subject to ZOLL’s standard commercial terms and conditions (ZOLL T’s & C’s) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T’s & C’s. Any modification of the ZOLL T’s & C’s must be set forth or referenced in the customer’s P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer’s P.O. unless set forth in or referenced by either document.

1. **DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER**  
2. **PRICES QUOTED ARE VALID UNTIL MAY 30, 2016.**  
3. **APPLICABLE TAX WILL BE ADDED AT THE TIME OF INVOICING.**  
4. **ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.**  
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**  
6. **ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.**  
7. **PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.**

---

Page 3  
Subtotal **$86,007.10**  

Caroline Guilbord  
EMS Territory Manager
**ZOLL Medical Corporation**  
Worldwide Headquarters  
259 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**QUOTATION**  214503 V:3

**DATE:**  May 09, 2016

**TERMS:**  Net 30 Days

**FOB:**  Shipping Point

**FREIGHT:**  Free Freight

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>DISC PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
</table>

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's & C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's & C's. Any modification of the ZOLL T's & C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

1. **DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.**

2. **PRICES QUOTED ARE VALID UNTIL MAY 30, 2016.**

3. **APPLICABLE TAX WILL BE ADDED AT THE TIME OF INVOICING.**

4. **ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.**

5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**

6. **ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.**

7. **PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).**

Caroline Guibord  
EMS Territory Manager
1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in this Quotation, and accepted by the Customer by the Customer’s payment of the equipment price (as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance and execution of this Quotation notwithstanding (i) any conflicting terms or conditions appearing on the Customer’s purchase order, (ii) any statement of work or employee of ZOLL Medical Corporation or (iii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order or related documents. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer in accordance with the terms and conditions of this Quotation, which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless it is in writing and signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation’s plant or carrier and title shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation’s invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decide to make any shipment or delivery except upon receipt of payment on terms or methods and terms or conditions, ZOLL Medical Corporation may at any time at its option (a) void the sale of the Equipment and require return of the Equipment to ZOLL Medical Corporation or (b) alter or modify the Equipment (whether based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exempt certificate which ZOLL Medical Corporation may reasonably require.

6. WARRANTY. ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation’s factory, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for a period not to exceed twelve (12) months from the date of shipment. Any equipment found to be defective in material or workmanship during such warranty period shall be free of charge to the Customer. ZOLL Medical Corporation’s sole obligation under this warranty shall be to either (i) repair or replace any such defective equipment or (ii) refund the purchase price thereof. The Customer’s sole and exclusive remedy under any such warranty shall be the repair or replacement of the defective equipment, and in no event shall ZOLL Medical Corporation be liable for any incidental, special, or consequential damages resulting from any such failure.

ZOLL Medical Corporation reserves the right to modify or withdraw this warranty at any time and in its sole discretion. ZOLL Medical Corporation shall also provide service and repair for the Equipment for a period of twelve (12) months from the date of shipment, or for a period of ninety (90) days after the termination of ZOLL Medical Corporation’s warranty period, whichever period is longer. In the event of any repairs or replacements provided under this warranty, the warranty period shall be extended for an additional period equal to the period of time that the Equipment was out of service.

8. SOFTWARE LICENSE. All software (the “Software”) which term shall include firmware as part of the Equipment (the “Software”) is licensed to the Customer pursuant to a nonexclusive, nontransferable license to use such software for the sole purpose of operating the Equipment in accordance with the terms and conditions of the Use Agreement. The software is copyrighted and is protected by international and national copyright laws and is proprietary to the Software Company. The Software is licensed to the Customer for use only in connection with the Equipment, and subject to the terms and conditions of the Use Agreement. The Software is provided “as is” and without warranty of any kind, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The Customer acknowledges and agrees that ZOLL Medical Corporation is not responsible for any loss or damage to the Customer’s data or information resulting from use of the Software.

11. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR ANY OTHER PROVISION OF THIS AGREEMENT. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR ANY LOSS OR DAMAGE TO THE CUSTOMER’S PROPERTY OR PERSONAL INJURY CAUSED DIRECTLY OR INDIRECTLY AS A RESULT OF THE PERFORMANCE OF THE SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

12. PATENT INFRINGEMENT. ZOLL Medical Corporation shall at its own expense defend any suit that may be brought against the Customer by reason of any infringement of any patent, whether or not valid, or of any copyright or other intellectual property right, relating to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself or in combination with other parts of the Equipment or Software and (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its own choosing the defense thereof. The Customer agrees to cooperate with ZOLL Medical Corporation in such defense and (ii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation’s expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 13 states ZOLL Medical Corporation’s total responsibility and liability, and the Customer’s sole remedy in the event of such an infringement. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

13. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) days period, the shipment shall be conclusively deemed to have been complete.

14. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return any Equipment to ZOLL Medical Corporation in accordance with ZOLL Medical Corporation’s written instructions. The Equipment shall be returned to ZOLL Medical Corporation’s plant at the Customer’s expense, and shall be accompanied by a Return Material Authorization Form, which is required for the return of twenty percent (20%) of the original list purchase price, but not less than $50.00 per product. (c) Any such return in defective cause shall be credited to the Customer’s account. Failure to provide a Return Material Authorization Form for the return of defective equipment greater than six (6) months from the Customer’s original order date shall constitute a new order for affected Equipment in determining the appropriate list price.

15. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

16. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered hereunder are in compliance with all applicable federal and state laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

17. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without further notice. Acceptance of subsequent shipments of Equipment or requests for replacements or credits shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation’s legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

18. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

19. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees in writing that title to the Equipment shall pass to the Customer. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any other remedy granted by law or equity.

20. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION. VETERAN’S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-202.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-1-4 or 60-1-4(b) are hereby included as part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1-7 and the affirmative action compliance program requirements set forth at 41 CFR 60-1-4.

21. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer. Acceptance by the Customer is express and in writing and signed by an authorized representative of ZOLL Medical Corporation. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

22. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in this Quotation. The Quotation and any oral or written statement made by Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the acceptance or acquiescence may be relied upon by the Customer for the purpose of modification of this writing or for the purpose of giving a course of dealings or course of performance and operate as a waiver of objection. No addition to or modification of any of the terms and conditions specified herein shall be binding on ZOLL Medical Corporation unless in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any offer or order or form submitted by Buyer for the Products set forth on the face of this Agreement or in any other agreement or order form. In the event of any conflict between such order form and this Agreement, the terms of this Agreement shall control. Acceptance of the order form by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

ZOLL Medical Corporation