

Georgia MedPro, LLC

Medical Equipment for Surgery and Physician Centers
3209 Veterans Parkway Moultrie, GA 31768

QUOTATION

Prepared for:
Kenai; Surgery Center

Ship to: Same

Direct Inquiries to:

Charlie J. Hoes
229-873-1130
Fax: 866-709-3816
Quote#: 060313
Date: June 10, 2013

Ship Via Freight	Build Time 4-6weeks	Freight Charge Paid by Customer	Warranty See Below	Terms of Payment 50% down; <u>Balance due on delivery</u>
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Part No.	Qty	Description	List Price	Net Price
Lights	1	Amsco SQ 240 Dual Center mount surgical lights with mounting plate	\$4200.00	\$4200.00
Anesthesia	1	Ohmeda Excel 210 with 7800 vent, hoses, and accessories	\$9500.00	\$9500.00
Monitor	1	GE Datex/Ohmeda Anesthesia Monitor 5 agent, C02, ECG, NIBP, Pulse Ox.	\$7500.00	\$7500.00
Cart	1	Anesthesia cart Bluebell Biomedical	\$2150.00	\$2150.00
ESU	1	Valley force FX ESU with foot pedal and cart	\$4500.00	\$4500.00
Iv Pole	1	5 caster heavy duty, Chrome, four hook	\$125.00	\$125.00
Kick Bucket	1	Stainless Steel kick bucket with rolling stand	\$193.00	\$193.00
Chair	1	Anesthesia Chair, 5 leg, Hydraulic, with arms and back	\$350.00	\$350.00
Stool	1	Winco model 4300 Pneumatic rolling stool, 5 caster	\$125.00	\$125.00
Mayo stand	1	Stainless steel Mayo stand, 20 x 25 foot operated	\$867.00	\$867.00
Back table	1	Stainless Steel back table 24 x 48 with shelf on casters	\$850.00	\$850.00
Suction	2	Schuco table top suction no battery back up	\$225.00	\$450.00
Patient roller	1	30"x14"	\$150.00	\$150.00
Lead aprons		Lead aprons with thyroid collars weight reliever	\$425.00	\$3825.00
Glasses	8	Glasses to be chosen	\$250.00	\$2000.00
Apron rack	1	Mobile rack for 10 aprons with glove holder	\$1950.00	\$1950.00
X-ray gloves				
Warming Cabinet	1	Mac Medical DWC 2460 2 chamber, free standing blanket warmer	\$7567.00	\$6900.00
Narcotics cabinet	1	Large, double door, double locking not stainless	\$395.00	\$395.00
Stools	1	Stackable foot stool (3)	\$295.00	\$295.00
Autoclave	1	Midmark/ritter M11	\$5995.00	\$5995.00
Stretcher	1	GPS transport stretcher good used with IV pole	\$1400.00	\$1400.00

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Patient Monitor	3	Datascope passport 2, ECG, NIBP, Pulse Ox, printer, accessory package	\$2800.00	\$8400.00
Stands	1	Rolling Stand for datascope	\$350.00	\$350.00
Overbed table	1	Overbed table	\$250.00	\$250.00
Crash cart	1	Crash Cart Includes: back board, IV Pole, Etank holder and deviders	\$1725.00	\$1725.00
Defibrillator	1	Zoll AED plus	\$1650.00	\$1650.00
Ambu bag	1	Ambu Bag	\$65.00	\$65.00
Wheelchair	1	24" wide heavy duty wheelchair	\$695.00	\$695.00
IV Pole	2	5 caster heavy duty, four hook, chrome	\$125.00	\$250.00
Rolling stool	2	5 caster, pneumatic, rolling stool	\$125.00	\$250.00
Utility cart	2	Stainless Steel Utility cart with one drawer and shelf	\$595.00	\$1190.00
Scope	1	Olympus LF2 Intubation scope with CLK-4 light source	\$4500.00	\$4500.00
Trash container	3	Frame type trash container with lid	\$125.00	\$375.00
Flowmeter	3	O2 flowmeter	\$59.00	\$177.00
Suction regulator	3	Suction regulator	\$450.00	\$1350.00

	List Price
System Configuration	74,697.00
approximate Installation of lights, sterilizer, anesthesia	_____
= Subtotal	_____
Shipping to be added on invoice	Additional
Grand Total	_____

Grand Total Includes: *Sales Tax Not Included

- All sales are final
- Georgia MedPro, LLC reserves the right to reposes this equipment if not paid under the terms of this agreement.
- Equipment based on availability.
- Warranty: one year parts and labor warranty on new equipment, 90 days on refurbished.. Warranty does not cover Act of God or negligence by the user

Accepted by _____
 Title _____
 Company _____ Date _____

Accepted by: _____
 President _____
 Title _____
 Georgia MedPro, LLC _____ June 10, 2013
 Company _____ Date _____

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TERMS AND CONDITIONS OF SALE

1. GENERAL

The quotation to which these terms and conditions of sale are attached (the "Quotation") is made by Georgia Medpro, LLC, to the purchaser listed on the face of the Quotation (the "Purchaser") with respect to the GOODS described therein (the "GOODS"). In the event that Georgia MedPro, LLC and the Purchaser enter into a contract pursuant to the Quotation, the following terms and conditions shall apply. There are no terms and conditions of sale pursuant to the Quotation, which are not specified herein.

Any order of the Purchaser pursuant to the Quotation shall not result in a Contract until it is accepted in writing by a duly authorized representative of Georgia Medpro, LLC. If the Purchaser places an order with Georgia Medpro, LLC pursuant to the Quotation, whether in writing or orally, then the Quotation, the Purchaser's order, and Georgia medpro, LLC acceptance or confirmation shall constitute the entire Contract between the Purchaser and Georgia Medpro, LLC with respect to the GOODS subjected to the Quotation, provided, however, that (a) no term or condition of the Purchaser's order which is different from or in addition to the terms and conditions set forth herein shall be binding on Georgia Medpro, LLC, unless and only to the extent that such difference or additional term or condition is expressly accepted by a division manager or corporate officer of Georgia Medpro, LLC in its written acceptance or confirmation, (b) neither the acceptance of any deposit made with an order, nor the cashing of any check or other instrument representing such deposit, nor the holding of any such deposit by Georgia Medpro, LLC shall be deemed an acceptance or confirmation, which are not set forth herein, shall be conclusively presumed from (i) the Purchaser's failure to object in writing within 30 days after receipt of such acceptance or confirmation or (ii) the Purchaser's acceptance of all or any of the GOODS or an part thereof.

In the event an obligation is undertaken by two or more persons pursuant to any Contract, such persons agree to be jointly and severally liable hereunder for the full performance of such obligation. The Contract and the rights and obligations of the parties there under shall be governed in all respects by the laws of the State of Georgia.

2. PRICES

Purchaser's order shall be accepted by Georgia MedPro, LLC subject to final credit approval. All quoted prices are cash prices and F.O.B. stated shipping point, unless specified otherwise, and includes domestic packaging. Transportation shall be by usual means and at the Purchaser's expense. Such charges for transportation shall be in addition to the prices quoted herein and shall be included at the time of invoice. In the event that the delivery date is scheduled or postponed at the request of the Purchaser, to be more than six (6) months after the date of Georgia Medpro, LLC acceptance, Georgia Medpro, LLC, may, at its option, adjust the price to that which is in effect at the time of shipment. Notice of any such change in price will be given to Purchaser before shipment. Prices are subject to correction for error.

3. WARRANTY

- (a) GOODS sold by Georgia Medpro, LLC are subject to the manufacturer's warranty against defect in material and workmanship under normal use and service.
- (b) Georgia Medpro, LLC, obligation under this warranty is limited to the repair and replacement, at Georgia MedPro, LLC option, of defective parts, F.O.B. warehouse or local Georgia Medpro, LLC office, whichever is specified by Georgia Medpro, LLC in writing. This warranty is made on condition that prompt notice of any defect is given to Georgia MedPro, LLC in writing within the warranty period and that Georgia Medpro, LLC inspection, upon the return of the defective parts to Georgia MedPro, LLC properly packed and with transportation charges prepaid by the Purchaser, shall reveal to Georgia Medpro, LLC satisfaction that the Purchaser's claim is valid under the terms of this warranty.
- (c) This warranty does not apply to:
 - (1) perishable GOODS and other material subject to consumption and wear (e.g., accumulators, dry batteries, items of rubber and rubber lining, radiosensitive films and papers, chemicals, bulbs, etc.)

- (2) GOODS which have been abused, mishandled, or operated improperly.
- (d) Georgia Medpro, LLC, makes no warranty other than the one set forth herein. THE WARRANTY STATED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS OR AGAINST INFRINGEMENT, AND IT CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THIS ORDER OF THE GOODS COVERED THEREBY.
- (e) Georgia Medpro, LLC warranty covers only those GOODS, which are unused at the time of sale by Georgia Medpro, LLC, and extends only the original Purchaser thereof.
- (f) Georgia Medpro, LLC, warranty ceases to be effective if the GOODS are altered or repaired other than by persons authorized or approved by Georgia Medpro, LLC to perform such work.
- (g) Repairs or replacement deliveries do not interrupt or prolong the term of the warranty.
- (h) Georgia Medpro, LLC, warranty ceases to be effective if the Purchaser fails to operate and use the GOODS sold hereunder in a safe and reasonable manner and in accordance with manufacturer's written instructions.

4. TAXES

Prices do not include local, state and federal taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use or similar tax applicable to the sale of the GOODS herein or to the use of such GOODS by the Purchaser shall be paid by the Purchaser or in lieu thereof the Purchaser shall provide Georgia Medpro, LLC with a tax exemption certificate acceptable to the taxing authorities.

5. SHIPMENT

Unless otherwise specified in writing signed by a duly authorized representative of Georgia Medpro LLC shall refer to such delivery. Except for obligations stated under "Warranty," Georgia Medpro, LLC responsibility ceases upon delivery to the carrier at the stated shipping point, and risk of loss, damage, injury or destruction to any of the GOODS shall pass to the Purchaser upon such deliver to the carrier. In the event of loss, damage, injury or destruction after such delivery to the carrier, the Purchaser must make his claim against the carrier, not against Georgia Medpro, LLC. In no event shall any loss, damage, injury or destruction operate in any manner to release the Purchaser from the obligation to make payments required herein. Unless agreed to otherwise in writing Georgia Medpro, LLC reserves the right to make partial shipments and to submit invoices for partial shipments.

6. CLAIMS AND RETURNED GOODS

No GOODS shall be returned to Georgia MedPro, LLC without Georgia MedPro, LLC permission in writing. Such returns shall be made, if at all, only under the terms and conditions specified in writing by Georgia Medpro, LLC. All returns are subject to a handling charge. Even after authorization for return of GOODS for credit, Georgia Medpro, LLC reserves the right to adjust its offer in accordance with the condition

7. CHANGES AND CANCELLATION

Orders accepted by Georgia Medpro, LLC are not subject to changes or cancellation by the Purchaser except with Georgia MedPro, LLC written consent, which will specify applicable cancellation charges. Georgia Medpro, LLC shall have the right to change the construction and/or design of the GOODS if, in the judgment of Georgia Medpro, LLC such change does not alter the general function of the GOODS.

8. DELIVERY AND/OR INSTALLATION DATES

- (a) Delivery and / or installation schedules are approximate and are based on conditions at the time of acceptance. Georgia MedPro, LLC will make every effort to complete shipment and / or installation as indicated but assumes no responsibility of liability for loss or damage, direct or consequential, by reason of delay or inability to ship or install. In the event of delay or inability to ship or install caused by Acts of God, fires, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers,

subcontractors or suppliers, voluntary or mandatory compliance with any governmental act, regulations or request, shortage of labor, materials of manufacturing facilities, or any other cause or causes beyond Georgia Medpro, LLC, reasonable control. Georgia Medpro, LLC may extend delivery and / or installation schedules or may, at its option, cancel the order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation.

9. INSTALLATION – ADDITIONAL CHARGES

- (a) Unless otherwise expressly stipulated, the equipment shall be installed by and at the expense of the Purchaser.
- (b) If Georgia Medpro, LLC specifies it will install the equipment, the following applies: Georgia Medpro, LLC shall install the equipment covered by a Contract and connect same to the requisite safety switches and power lines to be installed by Purchaser. If such installation of equipment and connection are performed by Georgia Medpro, LLC engineers, prices shown include the cost thereof provided that the installation and connection can be performed during normal business hours, as Georgia Medpro, LLC, in its sole discretion shall determine. Any overtime charges or other special expenses as determined by Georgia Medpro, LLC will be additional charges to the prices shown to be paid by the Purchaser and acceptance by the Purchaser to pay such charges will be considered to be automatically part of the existing Contract. If a trade union or unions prevent Georgia Medpro, LLC from performing the above work, the Purchaser shall make all required arrangements with the trade union, or unions, involved, to permit Georgia Medpro, LLC completion of said work. Moreover, any additional cost related to such labor disputes shall be paid by the Purchaser and Georgia Medpro, LLC, obligations under such circumstances will be limited to providing engineering supervision of installation and connection of purchased equipment to existing wiring. If, for any reason, assembly of installation must be performed by other than Georgia Medpro, LLC, own service personnel, additional charge will be made for the cost of such outside labor which the Purchaser agrees to pay.
- (c) Purchaser shall at its own expense, provide all proper and necessary labor and materials, e.g. for plumbing service, carpentry work, conduit wiring and other electrical service required for such installation and connection. All such labor and materials shall be completed and available at time of delivery of the equipment by Georgia Medpro, LLC. Additionally, Purchaser shall provide free access to premises of installation and, if necessary, safe space thereon for storage of equipment prior to installation by Georgia Medpro, LLC. If any special work of any type must be performed or if required in order to comply with requirements of any governmental authority, including procurement of special certificates, the same shall be performed and / or procured by Purchaser at Purchaser's expense.
- (d) In the event that Georgia MedPro, LLC is required to supervise the installation it remains the Purchaser's responsibility to comply with local regulations.

10. TITLE

Except as otherwise agreed to in writing, title to the GOODS or any part thereof shall pass from surgical connections, Inc as soon as all payments due herein have been fully made in cash. The GOODS shall be and remain personal and moveable property, notwithstanding their mode of attachment to realty or other property. If default is made in any of the payments therein, Purchaser agrees that Georgia Medpro, LLC may retain all payments which have been made on account of the purchase price

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up to 30% of the purchase price, as liquidated damages and Georgia Medpro, LLC be entitled to the immediate possession of the GOODS and shall be free to enter the premises where the GOODS may be located and remove such GOODS Georgia Medpro, LLC property, without prejudice to Georgia MedPro, LLC right to recover any further expenses or damages Georgia MedPro, LLC. may suffer by reason of such non-payment.

11. LIMITATION OF LIABILITY

Georgia Medpro, LLC shall not be liable for and shall be held harmless by the Purchaser for any damages, consequential, direct or indirect, whether resulting from Georgia Medpro, LLC. negligence or otherwise, arising out of, in connection with, or resulting from the GOODS, including but not limited to, the manufacture, repair, handling, installation, possession, use, operation or dismantling of the GOODS and any and all claims, actions, suits and proceedings, which may be instituted in respect to the foregoing.

Notwithstanding the previous sentence, in the event that Georgia Medpro, LLC fails to satisfy its warranty obligations under Section 3 within a reasonable period of time following written notice and receipt of the defective

parts (as provided in Section 3), the Purchaser shall be entitled to refund of the purchase price of such portion of the GOODS as are rendered usable as a result of said defective parts.

12. ASSIGNMENT

The Purchaser may not assign the Contract or any interest therein without the written consent of Georgia Medpro, LLC

13. PATENTS

If Purchaser receives a claim that any GOODS or part thereof, infringe upon the rights of others under patents, trademarks or otherwise, Purchaser shall notify Georgia MedPro, LLC immediately in writing.

If some or all of the GOODS sold hereunder are made by Georgia Medpro, LLC pursuant to drawings or specifications furnished by the Purchaser, it is expressly agreed that if such GOODS infringe or contribute to the infringement of or are alleged to infringe or contribute to the infringement of any rights of third parties under patents, trademarks or otherwise, the Purchaser shall assume all responsibility with respect to such infringement or alleged infringement and shall indemnify and hold

Georgia Medpro, LLC harmless against all suits, actions, judgments, decrees, damages, costs and expenses (including reasonable attorney's fees) incurred by Georgia MedPro, LLC on account of such infringement or alleged infringement.

Any product or part not manufactured by Georgia MedPro, LLC and which constitutes or has been incorporated in the GOODS, are furnished subject only to the manufacturer's patent warranties, if any, and without warranties express or implied by that manufacturer.

14. TERMS OF PAYMENT

Georgia Medpro, LLC may require full or partial payment upon installation or completion of installation or thereafter, and the installation is delayed for any reason for which Georgia Medpro, LLC is not responsible, the equipment shall be deemed installed upon delivery if no other terms were agreed upon.

15. Headings

The headings of sections hereof are for purposes of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

Customer Initials

Georgia Medpro, LLC