



Request for Proposals

Power Cots

September 25, 2017

RFP #2017-0001

Emergency Medical Services Authority
1417 N Lansing Ave
Tulsa, OK 74106

SUBMITTED BY: Stryker Sales Corporation, through its Medical Division

By: 

Will Miller, Sales Regional Manager

Date: October 6, 2017

**Exceptions and Amendments to Request for Proposal #2017-0001
Emergency Medical Services Authority [EMSA]
[Power Cots]**

Stryker Sales Corporation, acting through its Medical division ("Stryker") hereby respectfully requests that **Emergency Medical Services Authority [EMSA]** be amended or modified as set forth below.

- 1. Paragraph 1.9 – Contract:** Stryker requests that this paragraph be amended and modified by adding the red-line language below. The entire paragraph shall read as follows:

1.9 Contract: EMSA shall not be required to purchase goods or services under any bid awarded until such time as a valid Purchase Order is issued by EMSA.

Following award and submission of a Purchase Order, Proposer must contact the designated contact for guidance or direction on matters of interpretation or problems regarding the terms, conditions or scope of the agreement.

The entire agreement between the parties shall be structured upon agreeable remedies, and terms and conditions will be negotiated between the parties should Stryker be awarded the bid. In no event, however, shall either party be liable for any incidental or consequential damages. Stryker's standard terms and conditions are incorporated herein by reference and attached as an exhibit hereto.

- 2. Paragraph 1.12 – Indemnification Against Liability:** Stryker takes exception to several issues in this paragraph and requests that the original language be deleted in its entirety and replaced with the following:

1.12 – Indemnification Against Liability: Stryker will hold Customer harmless from and will indemnify Customer for any and all liability incurred resulting directly from a defect in workmanship or design of a Product. This indemnification applies only if the instructions outlined in the labeling, manual, and/or instructions for use are followed. This indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than an employee or agent of Stryker, (ii) the failure of any person other than an employee or agent of Stryker to follow any instructions for use of the Product, or (iii) the use of any product not purchased from Stryker or Product that has been modified, altered or repaired by any person other than an employee or agent of Stryker. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, manufacture, installation, operation, condition, possession, or use of a Product. To the extent permitted by state and local law, Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i), (ii), or (iii) above arising as a result of Customer's or its employees', representatives' or agents' actions.

Except for third party damages related to Stryker indemnity obligations set forth above, Stryker's liability arising in connection with or under this Agreement (whether under the theories of breach of contract, tort, misrepresentation, fraud, warranty, negligence, strict liability or any other theory of law) will not exceed the purchase price, current market value or residual value of the Products whichever is less, Customer shall in no event be entitled to, and Stryker shall not be liable for, direct, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, loss of profit or revenue.

3. Paragraph 2.1 – Company Profile: In support of the history and documentation requested, attached as exhibits to Stryker's bid submission are copies of the following:

- 10-K from 2016 is available as public information from the SEC. It is too voluminous to attach.
- Company History – 1 Page
- Details: At the end of 2016, Stryker had approximately 33,000 employees, globally, annual sales of \$11.325 billion, and 27% of those sales were outside the U.S. The company ranks #252 on the FORTUNE 500 list for 2017, is included in the Standard & Poor's 500 index, and is traded on the New York Exchange under the symbol SYK.

4. Paragraph 3.3 – Warranties: In addition to the product warranty details and extended warranty ProCare options which are being provided with this submission, Stryker respectfully requests that the language noted in red-line below be added to Paragraph 3.3:

3.3 – Warranties: Proposer will outline all extended warranties available for the loaders. EMSA is requesting 4-year warranties coverage after the date of acquisition. The extended warranties should be a no-fault warranty and cover at a minimum of one year.

Any warranties provided by Company with respect to a given product are as described in the labeling accompanying units of that product on purchase. **Company hereby expressly disclaims any and all express or implied warranties regarding the products including, but not limited to, merchantability and fitness for a particular purpose.** In no instance will Company be liable to Customer for incidental, punitive, special, cover, exemplary, multiplied or consequential damages or attorneys' fees or costs for any actions under or related to this agreement.

Except as provided herein, all other terms, conditions and provisions of EMSA's RFP #2017-0001 shall remain unchanged.



3800 E. Centre Ave
Portage, MI 49002
269 323 7700

This Amendment may be executed and delivered in multiple counterparts, including via facsimile or Adobe Acrobat or “.pdf” format, each of which shall be deemed to be an original, and all such counterparts shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto have caused this document to be executed by their duly authorized corporate officers or representatives.

Stryker Sales Corporation, acting through its Medical Division

By:

Name: Will Miller

Title: Sales Regional Manager

Date: October 6, 2017

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2.0 Company Profile

Stryker's history is rooted in innovation. When Dr. Homer Stryker, an orthopedic surgeon from Kalamazoo, Michigan, found that certain medical products were not meeting his patients' needs, he invented new ones. As interest in these products grew, Dr. Stryker started a company in 1941 to produce them. The company's goal was to help patients lead healthier, more active lives through products and services that make surgery and recovery simpler, faster and more effective.

Today, Stryker is a global leader in the medical technology industry. Company growth is based on an unparalleled variety of high-quality, innovative products and services that create cost-effective solutions and improve people's lives – which we achieve through the dedication of our over 33,000 employees worldwide.

The spirit of bringing innovation to healthcare began with Dr. Stryker when he founded the company in 1941 and it continues today. Stryker is well-positioned to continue serving the worldwide medical community for generations to come. We think Dr. Stryker would be pleased.

Today Stryker EMS services the largest accounts across the country to include American Medical Response, EMSA, Paramedics Plus locations to include East Texas Medical Center, Acadian Ambulance, Phoenix Fire Department, Chicago Fire Department and many other large EMS services.

Stryker has serviced the EMSA account since 2005 when the MX-PRO manual X-Frame cot was installed across both divisions this same year the Stryker Stair-PRO was also installed. Then in Dec of 2010 those cots were removed and Stryker Power-PRO cots were brought in to help reduce injuries. During the 3 years that these cots have been in place major injury reductions have occurred. In 2013 the 79 original stair-chairs were replaced with new chairs. In 2014 100 Power-Load systems were added to the fleet which decreased injuries once again. All of these purchases were greater than \$25,000.

Stryker's tax identification number is: 38-2902424

Attachments Included – Company Overview and W9

Company history

Dr. Homer Stryker, a resident in orthopaedic surgery at the University of Michigan in the late 1930's, found that certain medical products were not meeting his needs or the needs of his patients. He put his inventive mind to work and created several pieces of medical equipment. After setting up practice in Kalamazoo, Michigan, Dr. Stryker's devices gained the attention of other medical professionals and, by 1941, the demand for these products had grown so large that Dr. Stryker founded a company to produce them. In 1946, Dr. Stryker incorporated his business as the Orthopedic Frame Company. He led the company until his son, Lee, joined the business as General Manager in 1955. The company name was changed to Stryker Corporation in 1964 when Dr. Stryker retired from his medical practice. Lee became the company's President in 1969.

Stryker grew to \$17 million in annual sales in 1976. Lee Stryker's untimely death resulting from a plane crash created the need for a new leader. In early 1977, John W. Brown joined the company as President and Chief Executive Officer. The Company focused its attention on continuing to meet and surpass the needs of medical professionals and patients. That unwavering focus on results allowed the company to make its initial public offering of stock in 1979 and produced earnings growth per share of approximately 20% per year for more than 20 years. In 1980, sales stood at \$43 million and by 1985, they surpassed \$100 million.

Stryker Corporation grew to \$280 million in sales in 1990 and then nearly tripled to \$980 million in 1997. Also in 1997, after 18 years on NASDAQ, the company was listed on the New York Stock Exchange under the symbol SYK. In 1998, Stryker made a bold move when it acquired the Howmedica division of Pfizer, which was a leading orthopaedic implant company. The combination resulted in \$1.9 billion in pro-forma sales that year. In 2005, Stephen P. MacMillan became the fourth President and CEO in the history of the Company. In 2009, the company's sales topped \$6.7 billion. Mr. Brown retired in 2010, and Mr. MacMillan was named Chairman of the Board, in addition to his titles of President and CEO. In February 2012, Mr. MacMillan resigned. On October 1, 2012, Mr. Kevin A. Lobo was appointed as President and Chief Executive Officer and in July of 2014 he was appointed Chairman of the Board, in addition to his current responsibilities.

At the end of 2016, Stryker had approximately 33,000 employees globally, annual sales of \$11.325 billion, and 27% of those sales were outside the U.S. The Company ranks #252 on the FORTUNE 500 list for 2017, is included in the Standard & Poor's 500 index, and is traded on the New York Stock Exchange under the symbol SYK.

Stryker is one of the world's leading medical technology companies and, together with our customers, we are driven to make healthcare better. The Company offers a diverse array of innovative products and services in Orthopaedics, Medical and Surgical, and Neurotechnology and Spine that help improve patient and hospital outcomes. Stryker is active in over 100 countries around the world. Please contact us for more information at www.stryker.com.

Company overview

Company description

Stryker is one of the world's leading medical technology companies and, together with our customers, we are driven to make healthcare better. The Company offers a diverse array of innovative products and services in Orthopaedics, Medical and Surgical, and Neurotechnology and Spine that help improve patient and hospital outcomes. Stryker is active in over 100 countries around the world. Please contact us for more information at www.stryker.com.

Mission statement

Together with our customers, we are driven to make healthcare better.

Quality policy

At Stryker, quality is first in everything we do. We are driven to make healthcare better for our customers by providing innovative products and services that meet regulatory requirements through our effective quality system.

History

The Company was founded in 1941 by Dr. Homer Stryker and incorporated in 1946 as the Orthopedic Frame Company. In 1964, the Company's name was changed to Stryker Corporation.

Quick facts

- \$11.325 billion in annual sales in 2016, 73% in U.S., annual revenue has grown for 37 straight years
- 18% CAGR (compound annual growth rate) in sales over 37 years
- ~33,000 employees globally in 2016
- 43 manufacturing and research & development locations worldwide
- Included in the Standard & Poor's 500 Index
- Ranked # 252 on Fortune Magazine's "FORTUNE 500" list for 2017
- Ranked # 5 on Fortune Magazine's "World's Most Admired Companies" list for the "Medical Equipment" industry for 2017
- Ranked # 19 on Fortune Magazine's "100 Best Companies to Work For" list (U.S.) for 2017
- Spent \$715 million on R&D in 2016, consistently spend between 5.0 – 6.3% of sales on R&D annually since 2000
- 5,638 patents owned globally in 2016
- Initial public offering of stock was in 1979
- Listed on the New York Stock Exchange under ticker SYK

Headquarters

2825 Airview Boulevard, Kalamazoo, MI 49002 U.S.A.

Leadership

- Kevin A. Lobo, Chairman and Chief Executive Officer
- Yin C. Becker, Vice President, Communications and Public Affairs
- Dean H. Bergy, Vice President, Corporate Secretary
- Glenn S. Boehnlein, Vice President, Chief Financial Officer
- Lonny J. Carpenter, Group President, Global Quality & Business Operations
- M. Kathryn Fink, Vice President, Chief Human Resources Officer
- David K. Floyd, Group President, Orthopaedics
- Michael D. Hutchinson, Vice President, General Counsel
- Graham A. McLean, President, Asia-Pacific
- Katherine A. Owen, Vice President, Strategy & Investor Relations
- Bijoy S. N. Sagar, Vice President, Chief Information Officer
- Timothy J. Scannell, Group President, MedSurg & Neurotechnology

Media contact

Yin C. Becker, VP, Communications and Public Affairs, yin.becker@stryker.com

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Stryker Sales Corporation	
	2 Business name/disregarded entity name, if different from above Stryker Medical	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 1901 Romence Rd Parkway	
	6 City, state, and ZIP code Portage MI 49002	
	7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
3 8 - 2 9 0 2 4 2 4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Stephanie Murphy</i>	Date ▶ <i>1/1/17</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2.1 Team Members

- Account Manager: Heidi McGregor
 - Will assist in planning, implantation, and all training of the account – will be the main point of contact for the account and will provide continued support following the implementation
 - Contact: Phone 505-217-6336 E-Mail: Heidi.mcgregor@stryker.com
- Stryker Service (East Division): Steve Coleman
 - Will assist with any service work and technical questions necessary during and after delivery
 - Contact: 479-806-4126 E-Mail: steve.coleman@stryker.com
- Stryker Service (West Division): Paul Ross
 - Will assist with any service work and technical questions necessary during and after delivery
 - Contact: 405-779-1121 E-Mail: paul.ross@stryker.com
- Customer Service: Michel Bower
 - Can answer and questions in regards to the order that were placed, delivery time frame, shipping information, parts orders, etc.
 - Contact: 800-Stryker E-Mail: michel.bower@stryker.com
- Sales Management: Will Miller, South Regional Manager
 - Available to support and oversee the entire process, and answer questions any time
 - Contact: 925-765-7628 E-Mail: will.miller@stryker.com
- Marketing Support: Zac Jordan, EMS Marketing Manager
 - Contact: 269-548-7334 E-Mail: zac.jordan@stryker.com

2.2 Product Support:

Support will be provided to EMSA by both the Stryker sales and service teams. Both teams will be available for any planning meetings and will be onsite to oversee delivery. The Stryker sales team will provide training for all EMSA and EMSA contracted employees and plan follow-up visits to answer any additional questions as they occur. Training materials including manuals, training checklists, and videos will also be provided to assist in the training of new employees.

The Stryker Power-PRO comes with a 2 year full warranty and a 3rd year on hydraulic systems and has additional service plans available including a full 7 year contract which extends, the pricing associated with this contract is detailed at the end of this proposal. Replacement parts will remain available for this product for a minimum of 7 years from the date of purchase and can be purchased direct from Stryker.

Stryker offers telephone Customer Service support from 7 am to 6 pm Eastern M-F for order management, parts ordering, and shipment tracking. In addition Stryker offers a Technical Support hotline available during the same hours of operation, for technical and maintenance questions about our products. Those phone numbers will be distributed to all appropriate EMSA personnel upon delivery.

Stryker Customer Service

Domestic
t: 1.800.327.0770
f: 1.866.795.2233

Stryker Technical Services

Domestic
t: 1.800.327.0770
f: 1.269.329.2260

Stryker also offers Stryker finance as a purchasing option. All Stryker finance documents can also be found at the end of this proposal.

Warranty

Stryker EMS, a division of the Stryker Corporation, offers one warranty option in the United States:

Two (2) year parts and labor. Stryker EMS warrants to the original purchaser that its products should be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of two (2) years after date of delivery. Stryker's obligation under this warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any product that is, in the sole discretion of Stryker, found to be defective. Expendable components, i.e. mattresses, restraints, I.V. poles, storage nets, storage pouches, oxygen straps, and other soft goods, have a one (1) year limited warranty.

The Stryker **Power-PRO™** XT is designed for a 7 year expected service life under normal use conditions, and with appropriate periodic maintenance as described in the maintenance manual. Stryker warrants to the original purchaser that the welds on the **Power-PRO™** XT will be free from structural defects for the expected 7 year life of the product as long as the original purchaser owns the product. Original purchasers will also obtain a three (3) year limited parts warranty for the X-frame components of the **Power-PRO™** cot and a three (3) year limited power train warranty covering the motor pump assembly and hydraulic cylinder assembly. Stryker's obligation under this three (3) year limited warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any part that is, in the sole discretion of Stryker, found to be defective.

SMRT™ Power Warranties. Stryker EMS warrants the **SMRT™** Charger for the same duration as the Stryker product for which it is furnished. All **SMRT™** Paks are warranted to be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of one (1) year.

Upon Stryker's request, purchaser shall return to Stryker's factory any product or part (freight prepaid by Stryker) for which an original purchaser makes a warranty claim.

Any improper use or alteration or repair by unauthorized service providers in such a manner as in Stryker's judgment affects the product materially and adversely, shall void this warranty. Any repair of Stryker products using parts not provided or authorized by Stryker shall void this warranty. No employee or representative of Stryker is authorized to change this warranty in any way.

This statement constitutes Stryker EMS's entire warranty with respect to the aforesaid equipment. STRYKER MAKES NO OTHER WARRANTY OR REPRESENTATION EITHER EXPRESSED OR IMPLIED, EXCEPT AS SET FORTH HEREIN. THERE IS NO WARRANTY OF MERCHANTABILITY AND THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL STRYKER BE LIABLE HEREUNDER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY MANNER RELATED TO SALES OR USE OF ANY SUCH EQUIPMENT.

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Warranty

STRYKER EMS RETURN POLICY

Cots, Stair Chairs, Evacuation Chairs, Cot Fasteners and Aftermarket Accessories may be returned up to 180 days of receipt if they meet the following guidelines:

Prior to 30 Days

- 30 day money back guarantee in effect
- Stryker EMS is responsible for all charges
- Returns will not be approved on modified items

Prior to 90 Days

- Product must be **unused, undamaged** and in the original packaging
- Customer is responsible for a 10% restocking fee

Prior to 180 Days

- Product must be **unused, undamaged** and in the original packaging
- Customer is responsible for a 25% restocking fee

RETURN AUTHORIZATION

Stryker customer service department must approve any merchandise return and will provide an authorization number to be printed on any returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. **SPECIAL, MODIFIED, OR DISCONTINUED ITEMS NOT SUBJECT TO RETURN.**

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. **DO NOT ACCEPT DAMAGED SHIPMENTS UNLESS SUCH DAMAGE IS NOTED ON THE DELIVERY RECEIPT AT THE TIME OF RECEIPT.** Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full.

Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranty outside the U.S. may vary by country. Please contact your local Stryker Medical representative for additional information.

PATENT INFORMATION

The Stryker **Power-PRO™ XT** cot is covered by one or more of the following patents:

United States 5,537,700 5,575,026 6,908,133 7,398,571 7,540,047

Other patents pending

The Stryker **SMRT™ Power System** is covered by one or more of the following patents:

United States 5,977,746 6,018,227

Other patents pending

2.3 References

Stryker is supplying 3 references per the request of the bid.

Description	Reference #1	Reference #2	Reference #3
Name	Eddie Sims	Jimmy Johnson	Ron Morris
Title	EMS Manager	Owner	EMS Operations
Company	EMSSTAT	Life EMS	Muskogee EMS
Address	901 N Porter, Norman, OK	302 W Maple, Enid, OK	200 Callahan Muskogee, OK 74403
Phone Number	405-307-1560	580-233-2245	918-683-8724
Email Address	esims@nrh-ok.com	jjohnson@lifeemsinc.com	ronm@mcems.us
Product Installed	20	8	18
Services Provided	Sales, Training, Service	Sales, Training, Service	Sales, Training, Service
Application Description	20 powered Cots installed in all ambulances, training and service contracts provided	8 Units installed in all ambulances. Service contract in place as well.	18 Power-PROs installed. Training, service, and support provided.
Dates of Engagement	July 15 th , 2013	Purchases from Sept of 2006 - 2011	March 2014

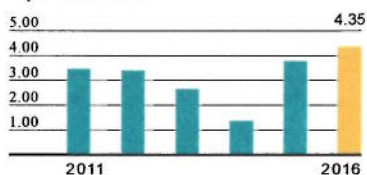
2.4 Financial Profile

The entire 94-page FORM 10-K form and Annual Report filed by Stryker with the US Securities and Exchange Commission is available upon request, but is not included in this packet due to the sheer volume of the document. In an effort to streamline, Stryker has included the following highlights of our financial profile. Again, Stryker will gladly deliver the Form 10K Annual Report if so requested.

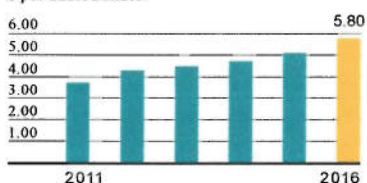
Attachment Included: Financial Highlights

Financial highlights

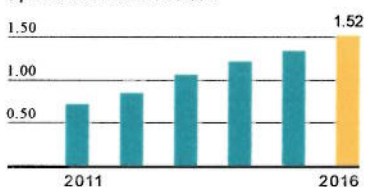
Net earnings
\$ per diluted share



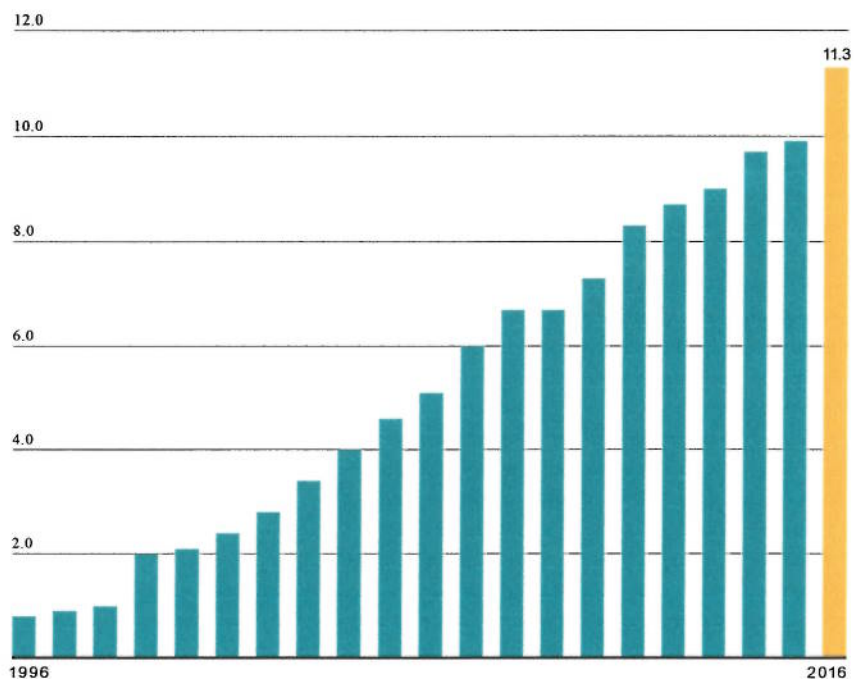
Adjusted net earnings^{1,2}
\$ per diluted share



Dividends paid
\$ per share of common stock



History of revenue growth \$ in billions



Financial overview

(in millions, except per share amounts)

	2016	2015	% Change
Net sales	\$ 11,325	\$ 9,946	13.9
Earnings before income taxes	1,921	1,735	10.7
Income taxes	274	296	(7.4)
Net earnings	1,647	1,439	14.5
Adjusted net earnings ^{2,3}	2,194	1,949	12.6
Net earnings per diluted share of common stock			
Reported	\$ 4.35	\$ 3.78	15.1
Adjusted ^{1,2}	5.80	5.12	13.3
Dividends paid per share of common stock	\$ 1.52	\$ 1.38	10.1
Cash, cash equivalents and marketable securities	3,384	4,079	(17.0)

1. A non-GAAP financial measure. The most comparable GAAP financial measure is net earnings per diluted share.

2. Refer to page 16 for a reconciliation with GAAP.

3. A non-GAAP financial measure. The most comparable GAAP financial measure is net earnings.

2.5 Terms of Payment

Stryker agrees to terms on Net 30 days and will accept payment via electronic methods. One invoice detailing all items may be provided.

For the Eastern Division the payment plan requested will be permitted. The details of this plan are described in the section labeled Flex Financial.

2.6 Acceptance

Stryker agrees to reasonable acceptance testing that EMSA has detailed prior to approving the invoice.

STRYKER MEDICAL - STANDARD TERMS & CONDITIONS

1. Definitions. For purposes of this Agreement, the term "Product" will mean commercially available products sold by the Stryker Medical division from time to time.
2. Ordering and Pricing; Payment Terms; Taxes.
 - (a) *Orders.* Customer will order Products either through Stryker's local sales representative or through the appropriate Stryker Customer Service Department and Customer will fill or arrange to have filled these orders in accordance with Stryker's normal procedures.
 - (b) *Price.* Purchase prices for the Products purchased by Customer during the term of this Agreement shall be based on the prices identified in Schedule A.
 - (c) *Payment Terms.* Unless otherwise indicated on Stryker's invoice, each invoice shall be paid in full by Customer net thirty (30) days. Any amount not paid on time may be subject to a late fee of 1½% per month prorated (18% per annum), or the maximum interest rate allowable by law whichever is the highest. Additionally, Customer may be subject to a fee of Fifty Dollars (\$50.00) USD for any checks returned unpaid to Stryker for any reason. In the event an attorney is employed or expense is incurred to compel payment of the invoice or to declare any action or proceeding is commenced, Customer agrees to pay all costs and expenses associated with collection of unpaid sums, including but not limited to attorney's fees. Stryker, in its sole discretion, reserves the right to change terms of payment and/or discontinue further shipments, without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Customer's credit standing is received by Stryker.
 - (d) *Taxes.* Unless otherwise indicated on Stryker's invoice, prices do not include, and Customer is responsible for and agrees to pay (unless Customer shall provide Stryker at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or custom authorities), all sales, use, value added, excise and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated, except for Stryker's franchise taxes and taxes on Stryker's net income. If applicable, a separate charge for taxes will be shown on Stryker's invoice.
3. Shipment and Delivery. Unless otherwise provided on the face of an invoice, delivery terms are F.O.B. origin, with freight and handling charges prepaid and added to the invoice. Delivery shall be deemed to have been made when Customer's shipment has been delivered to a carrier, specified by Customer on purchase order or equivalent. In the event that Customer does not specify the carrier, the carrier may be at Stryker's option. Title of the Products sold hereunder shall pass to Customer upon delivery by Stryker.
4. Proper Reporting. Customer will comply with all applicable laws and regulations relating to the accounting and application of discounts, including but not limited to all Federal and State laws and regulations regarding reimbursement and proper reporting of discounting and pricing, such as the requirements of the discount "safe harbor" located at 42 C.F.R. 1001.952(h). Pricing under this Agreement may constitute discounts on the purchase of Products, and must be properly reported and appropriately reflected as required by law or contract, including on all applicable Medicare, Medicaid and state agency cost reports.
5. Warranty and Indemnification.
 - (a) The Products are warranted free from manufacturing and material defects for a period of one year after delivery of same. Any Products that become defective during this period shall be repaired or replaced, such determination being at Customer's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, modified, refurbished or repaired without the prior consent of Stryker, (ii) that have been subjected to unusual stress or have not been properly maintained or (iii) on which any original serial numbers or other identification marks have been removed or destroyed. In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 5 IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
 - (b) Stryker will hold Customer harmless from and will indemnify Customer for any and all liability incurred resulting directly from a defect in workmanship or design of a Product. This indemnification applies only if the instructions outlined in the labeling, manual, and/or instructions for use are followed. This indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than an employee or agent of Stryker, (ii) the failure of any person other than an employee or agent of Stryker to follow any instructions for use of the Product, or (iii) the use of any product not purchased from Stryker or Product that has been modified, altered or repaired by any person other than an employee or agent of Stryker. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, manufacture, installation, operation, condition, possession, or use of a Product. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i), (ii), or (iii) above arising as a result of Customer's or its employees', representatives' or agents' actions.

(c) Except for third party damages related to Stryker's indemnity obligations under subsection 5(b) hereof, Stryker's liability arising in connection with or under this Agreement (whether under the theories of breach of contract, tort, misrepresentation, fraud, warranty, negligence, strict liability or any other theory of law) will not exceed the purchase price, current market value or residual value of the Products whichever is less. Customer shall in no event be entitled to, and Stryker shall not be liable for, direct, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, loss of profit or revenue.

6. Insurance. Stryker will maintain adequate general liability insurance, including coverage for Products and completed operations, and workers compensation and employer's liability insurance against any claim or claims, which might arise out of Products purchased by Customer from Stryker under the Agreement. Stryker has the right to self-insure to comply with this requirement. When requested by Customer, Stryker will furnish an insurance certificate signed by an authorized agent evidencing the above referenced insurance coverages.

7. Confidential Information. The parties hereto shall hold in strictest confidence any information and materials that are related to the business of the other party hereto or are designated by any such party as proprietary and confidential, herein or otherwise ("Confidential Information"). The parties hereby covenant that they shall not disclose such Confidential Information to any third party without prior written authorization of the party to whom such information relates. The parties agree that any breach or threatened breach of this clause would cause irreparable harm to the other party, that a remedy at law may be inadequate to remedy such a breach or threatened breach, and that this clause may be enforced by way of a restraining order or injunction in addition to any other available legal remedies. For purposes of this Section 7, the term "Confidential Information" shall not include (a) de-identified patient information, (b) "Protected Health Information" as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations promulgated thereunder, as amended from time to time ("HIPAA"), or (c) Protected Health Information that is de-identified by Stryker after receipt from Customer.

8. HIPAA Compliance. All medical information and/or data concerning specific patients including but not limited to Protected Health Information, derived from or obtained during the course of the Agreement, will be used and disclosed solely in compliance with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. In certain circumstances, Stryker acts as a "business associate" of "covered entity" customers, in accordance with HIPAA, by performing "business associate" services for such customers. Stryker provides such business associate services to customers

that purchase wireless products and/or other designated business associate services from Stryker. If Customer purchases wireless products and/or designated business associate services during the term of this Agreement, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA. If Customer does not purchase wireless products and/or designated business associate services during the term of this Agreement, Stryker, in its role as a medical device manufacturer, is not Customer's business associate and will not execute a business associate agreement with Customer, but will otherwise continue to treat patient data as confidential, as described herein.

9. Warranty of Non-Exclusion. Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents to Customer that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide items or services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

10. Inspection and Acceptance. Upon receipt of the Products and/or Services, Customer agrees to inspect and/or test the Products and/or Services. The Products and/or Services shall be deemed accepted by Customer unless Customer provides Stryker a timely written notice specifically noting any defects or discrepancies in the quality or quantity of the Products and/or Services received. All notices regarding nonconforming Product and/or Services, shortages, rejection or revocation of acceptance must be made in writing and received by Stryker no later than thirty (30) days from the date of Stryker's invoice, which Customer agrees is a reasonable time frame within which to diligently inspect and provide notice to Stryker. Customer waives any right to reject the shipment or revoke acceptance thereafter.

11. Force Majeure. Neither party to this Agreement 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 notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the

elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

12. Audit Rights. After providing Customer with a written request that it has a good faith concern regarding the Customer's compliance with the Commitment Level, Stryker reserves the right, during normal business hours and with forty-eight (48) hours advance notice, to review and photocopy Customer's books, documents and records (whether in hard copy, electronic or other form) that pertain directly to its compliance with the Commitment Level. The audit may be conducted by Stryker's employees (including contract employees) or by an external auditing firm selected by Stryker. In the event that Stryker's audit concludes that either a shortfall or surplus exists, the Parties will use commercially reasonable efforts to timely account for any such discrepancy. Failure to provide such information within 30 days of Stryker's request, may lead to prices reverting to access pricing, as defined in Schedule A.

13. Miscellaneous.

- (a) No party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and no party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such party.
- (b) This Agreement shall be governed by, and construed in accordance with the laws of the state of Michigan, without giving effect to the principles of choice of law principles.
- (c) Neither party may assign this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by successors and assigns of the parties to this Agreement.
- (d) Any notice required under this Agreement shall be in writing sent by registered mail, postage prepaid, and addressed to the parties at their respective addresses as first set forth above.
- (e) This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and has priority over all documents, verbal consents or understandings made between Customer and Stryker before the conclusion of this Agreement with respect to the subject matter hereof; none of the terms of this Agreement shall be amended or modified except in writing signed by the parties hereto.

- (f) This Agreement and any exhibit, schedule or other attachments hereunder may be executed and delivered in multiple counterparts, including via facsimile or Adobe Acrobat or ".pdf" format, each of which shall be deemed to be an original, and all such counterparts shall constitute one instrument.

1901 Romence Rd Pkwy
Portage, MI
49002

p. (269) 389-2300

stryker[®]

Medical

January 13, 2014

RE: Electronic ACH payments Stryker Medical

To Whom It May Concern:

Below are Stryker Medical ACH details as well as our mailing address for invoice payments. When submitting a payment, please only pay invoices ending in "M". Please submit all Stryker Medical paper check payments to:

Mailing Address for Payments:

Stryker Medical
PO BOX 93308
Chicago, IL 60673-3308

For Electronic ACH:

Bank Name: JPMorgan Chase
Bank Address: One Chase Manhattan Plaza, New York, NY 10004
Account Name: Stryker Medical
Routing Number: 071000013
Account Number: 1035245
Send Remittance to: MedicalWires@Stryker.com

For Electronic WIRE:

Bank Name: JPMorgan Chase
Bank Address: One Chase Manhattan Plaza, New York, NY 10004
Account Name: Stryker Medical
Routing Number: 021000021
Account Number: 1035245
SWIFT CODE: CHASUS33
Send Remittance to: MedicalWires@Stryker.com

Thank you,

Tia Olvitt
A/R Coordinator
p. 269.389.4567

3.1 Project Management Description

1. Order will be accepted and processed
2. Delivery schedule will be discussed and put into place to include delivery of new equipment and removal of trade-in cots
3. Account manager will work with Stryker logistics to ensure delivery of the equipment as planned and will finalize delivery dates and times with EMSA personal
4. Stryker sales and service will be onsite for the first delivery to ensure a smooth transition from old equipment to new. They will assist in the removal of traded in product and set up of new product. And provide any training that is necessary during this time.
5. Stryker sales and service will stay in contact to ensure EMSA is satisfied with the performance of the product overtime and will service the product as needed.

3.2 Warranties

Extended warranties can be found under section Pro Care Services

3.3 Hardware Requirements/Proposals

All specifications outlined have been met. Proposals can be found under the Proposal section



Comprehensive Quotation

Sales Account Manager
 Heidi McGregor
 heidi.mcgregor@stryker.com
 1-800-327-0770
 Fax: 505-212-0143

Remit to:
 P.O. Box 93308
 Chicago, IL 60673-3308

End User Shipping Address
 1096356
 EMSA
 2323 S WALKER
 OKLAHOMA CITY, OK 73109

Shipping Address
 1096355
 EMSA
 2323 S WALKER
 OKLAHOMA CITY, OK 73109

Billing Address
 1151539
 EMSA
 1417 N LANSING AVE
 TULSA, OK 74106

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	5728523	06/27/2017	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	49	Prevent+ Power Cot - 7year	77110002	\$4,200.32	\$205,815.68	
2.00	49	Power-PRO XT	6506000000	\$13,807.10	\$676,547.90	
		Options				
	49	Power-PRO XT	6506000000	\$10,351.00	\$507,199.00	
	49	Power-LOAD Compatible Option	6506127000	\$1,490.05	\$73,012.45	
	49	XPS Option	6506040000	\$1,200.00	\$58,800.00	
	49	Knee-Gatch/Trendelenburg	8500082000	\$702.10	\$34,402.90	
	49	Steer Lock Option	6506038000	\$674.05	\$33,028.45	
	49	3 Stage IV Pole PR Option	6500315000	\$249.20	\$12,210.80	
	49	Base Storage Net	6500160000	\$140.70	\$6,894.30	
	49	Dual Wheel Lock	6086032010			
	49	PR Cot Retaining Post	6085033000			
	49	Power Pro Standard Components	6506026000			
	49	No Runner/HE O2	0054200994			
	49	Equipment Hook	6500147000			
	49	No HE Section O2 Bottle	6506036000			
	49	Head End Storage Flat	6500128000			
	49	English Manual	6506500000			
	49	120V AC SMRT Charging Kit	6500028000			
	49	Short Hook	6060036017			
	49	XPS Knee Gatch Bolster Matrs	8500003130			
	49	3 YR X-Frame Powertrain Wnty	7777881669			
	49	2 Yr Bumper to Bumper Warranty	7777881670			
	49	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	49	X-RESTRAINT PACKAGE	6500001430			
	49	STANDARD FOWLER	6506012003			
	49	Discount	9999999912	(\$1,000.00)	(\$49,000.00)	

Note:
 Trading in 49 Power-PRO cots \$1,000 credit per cot

Product Total	\$882,363.58
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$882,363.58

Signature: _____ Title/Position: _____ Date: _____

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.
 Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker



Comprehensive Quotation

Sales Account Manager
 Heidi McGregor
 heidi.mcgregor@stryker.com
 1-800-327-0770
 Fax: 505-212-0143

Remit to:
 P.O. Box 93308
 Chicago, IL 60673-3308

End User Shipping Address	Shipping Address	Billing Address
1151539 EMSA 1417 N LANSING AVE TULSA, OK 74106	1151539 EMSA 1417 N LANSING AVE TULSA, OK 74106	1151539 EMSA 1417 N LANSING AVE TULSA, OK 74106

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	5728530	06/27/2017	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	48	Prevent+ Power Cot - 7year	77110002	\$4,200.32	\$201,615.36	
2.00	48	Power-PRO XT	6506000000	\$13,807.10	\$662,748.80	
		Options				
	48	Power-PRO XT	6506000000	\$10,351.00	\$496,848.00	
	48	Power-LOAD Compatible Option	6506127000	\$1,490.05	\$71,522.40	
	48	XPS Option	6506040000	\$1,200.00	\$57,600.00	
	48	Knee-Gatch/Trendelenburg	6500082000	\$702.10	\$33,700.80	
	48	Sleer Lock Option	6506038000	\$674.05	\$32,354.40	
	48	3 Stage IV Pole PR Option	6500315000	\$249.20	\$11,961.60	
	48	Base Storage Net	6500160000	\$140.70	\$6,753.60	
	48	Dual Wheel Lock	6086602010			
	48	PR Cot Retaining Post	6085033000			
	48	Power Pro Standard Components	6506026000			
	48	No Runner/HE O2	0054200984			
	48	Equipment Hook	6500147000			
	48	No HE Section O2 Bottle	6506038000			
	48	Head End Storage Flat	6500128000			
	48	English Manual	6506600000			
	48	120V AC SMRT Charging Kit	6500028000			
	48	Short Hook	6060036017			
	48	XPS Knee Gatch Bolster Matrss	6500003130			
	48	3 YR X-Frame Powertrain Wrrnty	7777881669			
	48	2 Yr Bumper to Bumper Warranty	7777881670			
	48	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	48	X-RESTRAINT PACKAGE	6500001430			
	48	STANDARD FOWLER	6506012003			
	48	Discount	9999999912	(\$1,000.00)	(\$48,000.00)	

Note:
 48 Power cots being traded in at \$1,000 credit per cot

Product Total	\$864,356.16
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$864,356.16

Signature: _____ Title/Position: _____ Date: _____

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.
 Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker

Shipping and Delivery Ability

If order is received on or before Oct 25th, 2017 Stryker can begin delivering equipment as early as Monday, Dec 4th.

Service simplified

Every day, you count on your EMS equipment to perform at its best. With ProCare Services, our people help ensure your equipment is ready to perform when it's needed and make it easier to get the most from your investment. We offer customizable programs to help fit your facility's needs.

	Protect	Prevent	Protect/ Prevent Plus
2-hour call back time	●	●	●
24-72 hour repair turnaround*	●	●	●
Stryker-trained service specialist	●	●	●
Service parts, labor, and travel	●	●	●
Annual preventive maintenance inspection with documentation	●		●
Two annual preventive maintenance inspections with documentation		●	●
Battery Servicing and replacement			●

Don't see what you're looking for?

ProCare Services is happy to provide customized contracts that help fit your facility's budget and needs. Some options include, but are not limited to, PM-Only agreements, co-op agreements, and field training.

*based on the provisions of the service agreement and the location of the product.

Stryker Corporation or its affiliates own, use, or have applied for the following trademarks or service marks: ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders.

SERIAL NUMBER SHEET**EXHIBIT A**

Item No.	Model	Serial Number
1	6506 OKC	TBD
2	6506 Tulsa	TBD

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and EMSA, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are 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 the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. Stryker may elect to use new or used parts related to the Services in its sole discretion. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical 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 shall 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.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are 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's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) 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 the Service Plan if Equipment is used with accessories not manufactured by Stryker. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES 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.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's 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 or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement 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, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(b)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) 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; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

10/05/2017

EMSA
 1417 N LANSING AVE
 TULSA, Oklahoma 74106

Equipment: Stryker Equipment
Finance structure: Step Payments
\$1 out end of term option: Purchase the equipment for \$1.00

Payment terms:

	\$1 OUT	19 months
Proposal total		\$864,356.16
1 monthly payment(s) @		\$216,089.04
8 monthly payment(s) @		\$0.00
Followed by:		4 quarterly payments @
Total payment		\$174,101.34

Payments are exclusive of all applicable taxes and freight unless otherwise noted.

Contract commencement: Upon delivery, installation and acceptance

First payment due: Net 30

Payment adjustment: The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series. Stryker's Flex Financial business reserves the right to adjust the payments prior to contract commencement in order to maintain current economics of this proposed transaction.

Deal consummation: This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

Please note that this proposal is subject to change if documents are not signed prior to 11/30/2017.



Stryker Flex Financial Authorization for Direct Debit

Customer Name	
Agreement Number	
Customer Address	

Please provide the following information and attach a voided check to this authorization.

Account number	
Name on bank account	
Bank routing number	
Customer contact name	
Contact phone number	
Contact fax number	

Terms and Conditions

1. Stryker Flex Financial, a division of Stryker Sales Corporation and each of its assignees ("Stryker Flex Financial") is authorized to charge my above account for all payments, fees, expenses, taxes, and other charges owing in connection with the above referenced Agreement and all renewals or extensions thereof (the "Agreement"). Stryker Flex Financial will charge this account as and when such amounts are due and owing under the Agreement.
2. This Authorization will remain in full force and effect until all obligations under the Agreement have been fulfilled or until you provide us with written notice of your intent to cancel this Authorization and we have a reasonable time to act on such notice. If you cancel this Authorization, you must make your payments directly. If you desire to change the account from which payments are made, you must timely notify Stryker Flex Financial and execute a new Authorization.
3. You represent that the designated account is used primarily for business and commercial purposes. You should immediately notify Stryker Flex Financial of any automatic payment error.

Customer by its execution of this Authorization accepts the foregoing terms, conditions and instructions.

Executed as of _____

Printed Name: _____

Signature: _____

Date: March 10, 2016

Short Form Conditional Sale Agreement Number 0000000000

To: SAMPLE CUSTOMER ("Customer")
123 New Street.
Portage, MI 49002

From: Stryker Flex Financial, a division of Stryker Sales Corporation ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED and LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$3,800.00** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance Agency:	
Agent Name:	
Address:	
Phone/Fax:	
Email Address:	

SAMPLE CUSTOMER	
Signature:	Date:
Print Name:	
Title:	

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Rylee Trantham at (269) 389-3177.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent Signature	
Signature:	Date:
Print Name:	
Title:	
Carrier Name:	
Carrier Policy Number :	
Policy Expiration Date:	

Insurable Value: \$3,800.00

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Conditional Sale Agreement Number 0000000000

See Exhibit A to Short Form Conditional Sale Agreement Number 0000000000

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED
TO ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

**Exhibit A to Short Form Conditional Sale Agreement Number 000000000
Description of Equipment**

Customer Name: SAMPLE CUSTOMER

Delivery Address: 123 New Street., Portage, MI 49002

Part I - Equipment/Service Coverage (if applicable)

Model Number	Equipment Description	Quantity
5400700000	BONE MILL	1

Total Equipment: \$3,800.00

Total Up-Front Sales Tax: \$209.00

Total Financed Amount: \$4,009.00

Customer Signature	
Signature:	Date:
Print Name:	
Title:	

Accepted By Stryker Flex Financial, a division of Stryker Sales Corporation	
Signature:	Date:
Print Name:	
Title:	

SAMPLE

7. **Miscellaneous:** This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree: (i) that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales Corporation will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales Corporation constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. **YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer Signature	
Signature:	Date:
Print Name:	
Title:	

Accepted By Stryker Flex Financial, a division of Stryker Sales Corporation	
Signature:	Date:
Print Name:	
Title:	

SAMPLE

mer ("we" or "us") :
 Stryker Flex Financial, a division of Stryker Sales Corporation
 1901 Romence Road Parkway
 Portage, MI 49002

Customer Name and Address ("You" and "Your"): SAMPLE CUSTOMER PO Box 111 Kalamazoo, MI 490024	Equipment Location: 123 New Street, Portage, MI 49002 Supplier: Stryker Sales Corporation, 4100 E. Milham Avenue, Kalamazoo, MI 49001 Equipment Description: See Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)
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PAYMENT INFORMATION

Number of Payments	Payment Frequency	Payment Amount
6	Monthly	\$668.17 (First payment due 30 days after Agreement is commenced), (Includes estimate of Sales Taxes - See "Taxes" section below)

Terms and Conditions:

- 1. Purchase Agreement/ Acceptance/ Payments:** You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on a rate reported in the "Interest rate swaps" section of Federal Reserve Statistical Release H-15 and in the event the date the Equipment is delivered to you is more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate.
- 2. Ownership/Security Interest/Laws/Use/Maintenance:** Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of our Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.
- 3. Taxes:** You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.
- 4. Assignment:** You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Stryker Finance".
- 5. Risk of Loss, Insurance and Reimbursement:** Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.
- 6. Default Remedies:** You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

Stryker Flex Financial, a division of Stryker Sales Corporation
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332
www.stryker.com



Date: March 10, 2016

RE: Reference No: 00000000

SAMPLE CUSTOMER
PO Box 111
Kalamazoo, MI 49002

Thank you for choosing Stryker Flex Financial for your equipment financing needs. Enclosed please find the financing documents necessary to enter into the financing arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for release of the financed equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Short Form Conditional Sale Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification

****Conditions of Approval: Insurance Authorization and Verification**

- PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal Tax ID Number: _____ AR Address: _____
Purchase Order Number: _____ Contact Name: _____
Phone Number: _____ Email Address: _____

Please fax completed documents to (877) 204-1332. Return Original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping # 612-309469)

Your personal documentation specialist is Rylee Trantham and can be reached at (269) 389-3177 or by email rylee.trantham@stryker.com for any questions regarding these documents.

The financing proposal evidenced by these documents is valid through the last business day of March, 2016

Sincerely,

Stryker Flex Financial

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Stryker Flex Financial, a Division of Stryker Sales Corporation is 38-2902424.

Agreement No: 0000000000

Electronic Payment for Stryker Finance

Beneficiary Name: Stryker Finance
Bank Name: JP Morgan Chase
Account Number: 870510617
ABA # (ACH Payment): 071000013
ABA# (Fed Wire Payment): 021000021
Reference: Invoice Number
Currency accepted is USD

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Stryker Sales Corporation

2 Business name/disregarded entity name, if different from above
Stryker Flex Financial

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
25652 Network Place

6 City, state, and ZIP code
Chicago, IL 60673-1256

7 List account number(s) here (optional)

Requester's name and address (optional)

See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

3	8	-	2	9	0	2	4	2	4
---	---	---	---	---	---	---	---	---	---

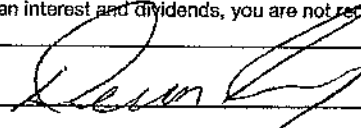
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **1/5/17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.