

OLYMPUS

September 16, 2009

Roberta Wagner
State of West Virginia
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

REFERENCE: REQUEST FOR QUOTATION RFQ# WEH10022

Dear Ms. Wagner:

Thank you for the opportunity to participate in the above referenced Request for Quotation ("RFQ") process for Welch Community Hospital. As per your request enclosed please find our response to your requirements in the referenced RFQ.

As an existing supplier to Premier Members, we respectfully propose that the Terms and Conditions of the Olympus – Premier Purchasing Agreement (#PP-OR-505 which expires 12/31/2011) be incorporated into any resultant order to the extent that such terms and conditions are applicable to this product category. Please note participation in a Service program or Financial Services program would require the execution of a separate Equipment Service Agreement or a Master Lease Agreement by authorized signatories of both parties the terms and conditions of which would govern each specific agreement.

Kindly note the following clarifications to the RFQ:

General Terms and Conditions

Section 3. - As an existing supplier to Premier Members, we respectfully propose that the Terms and Conditions of the Olympus – Premier Purchasing Agreement (#PP-OR-505 which expires 12/31/2011) be incorporated into any resultant order to the extent that such terms and conditions are applicable to this product category.

Section 6. – Vendor standard payment terms are net 30 days from date of invoice.

Section 10. – Delete in entirety.

Section 14 HIPPA BUSINESS ASSOCIATE ADDENDUM – If applicable, Vendor will sign a Business Associate Agreement mutually agreed upon by both parties.

Continued...

OLYMPUS AMERICA INC.

3500 CORPORATE PARKWAY, P.O. BOX 810, CENTER VALLEY, PA 18034-0810
TELEPHONE (484) 896-5000

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

OLYMPUS

Instructions to Bidder

Section 5. - Shipping terms are F.O.B. Shipping Point, freight pre-paid and added to customer invoice.

General Information

Section 8. Delivery, Installation and In-service Training -

- A. Vendor standard delivery terms are 30-45 days ARO, however, will use commercially reasonable efforts to meet the requested delivery time stated in the RFQ.

Section 10. Payment - Vendor standard payment terms are net 30 days from date of invoice.

Purchasing Affidavit

Antitrust - Delete the first paragraph in its entirety.

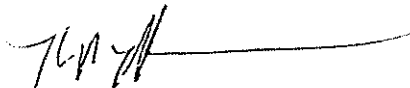
Confidentiality - At the end of the first sentence insert the following "as provided to Vendor in writing." At the beginning of the second sentence insert the following "To the extent applicable".

In the closing paragraph after "acknowledges" insert "that, to the best of Vendor's knowledge,"

The enclosed proposal is based upon the information provided herein. Olympus reserves the right to modify its price proposal in the event that the equipment list or configuration changes. Please note that Olympus' response is for informational purposes only and no agreement shall exist between the two parties until definitive terms and conditions have been negotiated, reviewed and executed by authorized signatories. The Olympus proposal is proprietary and confidential and has been prepared exclusively for Welch Community Hospital. The RFQ response, including pricing, may not be disclosed to third parties without advance written consent of Olympus.

Please feel free to contact Olympus Sales Representative, Dallas Kelley, at (800) 645-8100 Ext. 106676 should you require additional information or assistance.

Sincerely,



Kenneth P. Kanzler
Vice President, Operations & Finance

OLYMPUS AMERICA INC.

3500 CORPORATE PARKWAY, P.O. BOX 610, CENTER VALLEY PA 18034-0610
TELEPHONE (484) 896-5000



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER
WEH10022

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

VENDOR
 *709002256 02 724-714-2912
 OLYMPUS AMERICA INC
 3500 CORPORATE PKWY
 CENTER VALLEY PA 18034

SHIP TO
 HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/17/2009** **09/22/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		410-60		
OLYMPUS, CV-180 EVIS EXERA II VIDEO SYSTEM CENTER OR EQUAL. (SEE ATTACHED SPECIFICATIONS.) CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 9/1/2009 . QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST						

RECEIVED
 2009 SEP 21 AM 9:57
 WELCH COMMUNITY HOSPITAL

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **800-848-9024** DATE: **9/18/09**

TITLE: **VICE PRESIDENT OPS. & EN.** FEIN: **11-2416961** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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VENDOR

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08/17/2009				

BID OPENING DATE: 09/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	800-848-9027	9/15/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VICE PRESIDENT OPS & FIN	11-2416961	

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2009				

BID OPENING DATE: 09/22/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: -----RW/FILE 22-----						
RFQ NO.: -----WEH10022-----						
BID OPENING DATE: ---9/22/2009---						
BID OPENING TIME: ---1:30 PM---						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
(PH) 484-896-5881 (F) 484-896-7112						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
ELLEN STAHY						
***** THIS IS THE END OF RFQ WEH10022 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	800-848-9024	9/18/09

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VICE PRESIDENT OPS. & FIN	11-2416961	

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GENERAL INFORMATION

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State for the West Virginia Department of Health and Human Resources, Bureau of Behavioral Health and Health Facilities "Agency" is soliciting Quotations to purchase a new colonoscopy system which shall include the following:

- one (1) Olympus CV-180 Evis Exera II video system center or equal.
- one (1) new Olympus CLV-180 Evis Exera II Xenon light source or equal.
- one (1) new Olympus PCF type H180AL/I Evis Exera II video colonoscopy or equal.
- one (1) new Olympus GIF-H180 video gastroscope or equal.
- one (1) OEP-4 Olympus High Definition (HD) color printer or equal.
- one (1) OEV-191H 19 inch high definition LCD screen or equal.
- one (1) Olympus QTV-S7ProH-HD-12 E Autoclavable Camera Head or equal.

Specifications:**1. CV-180: Evis Exera II Video System Center-Olympus or equal.**

- A. Must be equipped with high-resolution high-definition (HD) and standard definition (D) and Narrow Band Imaging (NBI) processing capabilities to provide image quality for endoscopes and laparoscopes; enhancing observation of capillaries and mucosal tissues
- B. Must have two types of structure enhancement: Type A for observation of larger mucosal structures with high contrast and Type B for observation of smaller structures, such as capillaries
- C. Must have electronic magnification of 1.2x and 1.5x.
- D. Must include memory card digital image recording.
- E. Must have HD/SD serial digital interface.
- F. Must have picture in picture capabilities.
- G. Must have digital to digital video recording capabilities.
- H. Must be compatible with the following Olympus surgical products:
 1. ERCP scope – Olympus JF type 1T20
 2. Bronchoscope – Olympus type 40

2. CLV-180: EVIS EXERA II high intensity 300 W xenon light source for Olympus color CCD video scope system or equal.

- A. Must be equipped with special coated filters for Narrow Band Imaging and emergency 100 W halogen lamp
- B. Must include light control cable.
- C. Must include spare fuse
- D. Must have foot holder.

3. Olympus PCF type H180AL/I Evis Exera II video colonoscope or equal:

- A. Must include one (1) Innoflex or equal adjustable stiffness video colonoscope with full screen image
- B. Must be high definition.

- C. Must be Narrow Band Imaging compatible
- D. Must have close focus
- E. Must have wide-angle view
- F. Must be 12.8 mm diameter.
- G. Must have 3.7mm channel.
- H. Must have 170 degree field of view.
- I. Must have 168 cm working length.
- J. Must have angulation of 180 degrees/180 degrees (up/down) and 160 degrees/160 degrees (right/left).
- K. Must include biopsy forceps FB-220U (2 pcs) or equal
- L. Must include MAJ-855 auxiliary water tube (1 pc.) or equal.
- M. Must include MAJ-215 auxiliary water inlet cap (1Pc.) or equal.

4. Olympus GIF-H180 video gastroscope or equal:

- A. Must include one (1) video gastroscope with full screen image.
- B. Must be High Definition (HD).
- C. Must be Narrow Band Imaging compatible.
- D. Must have close focus.
- E. Must be 9.8 mm diameter.
- F. Must have 2.8 mm channel.
- G. Must have 140 degree field of view
- H. Must have 103 cm working length .
- I. Must have angulation of 210 degree/90 degrees (up/down).
- J. Must be able to move 100 degrees/100degrees(right/left)
- K. Must include biopsy forceps FB-220K (2pcs.) or equal.
- L. Must include mouthpiece MB-142 (2pcs.) or equal.

5. OEP-4: Olympus HD color printer or equal

- A. Must include printer cables. (MAJ-884 printer cable set, Olympus or equal)
- B. Must include upon order request color printing pack for HD color printer (200 sheets picture paper and 1 color print cartridge pack).

6. OEV-191H: 19 inch high definition LCD screen or equal.

- A. Must include one (1) 19 inch high definition medical grade LCD flat panel w/RGB and Sync, Y/C, and composite video input/output.
- B. Must include one (1) single monitor roll stand for LCD flat panel monitors

7. Olympus OTV-S7ProH-HD-12E HD Autoclavable Camera Head or equal:

- A. Must have quick-lock connection allowing the camera head to be locked onto the telescope with a snap for a tight fit.
- B. Must have one-touch zoom 1.2 and 1.5 times the original size

8. Delivery, Installation, and In-service Training

- A. Delivery shall be within fifteen (15) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup and install the equipment and provide instructional training on the equipment usage and features upon delivery.
- B. Within seven (7) days of the vendor's receipt of the approved purchase order, the selected vendor must contact Nursing Administration at Welch Community Hospital for coordination of vendor's delivery, installation and healthcare providers' in-service training.

9. Cost Evaluation

It is preferred that each responder use the cost proposal sheet provided. Evaluation and award will be made to vendor meeting specifications, based on the lowest **grand total** amount.

10. Payment

The Vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of delivery, installation and in-service training. State law forbids payment of invoices prior to receipt of goods or services.

	Description	Quantity	Unit Price	Total
1	Olympus CV-180 Evis Exera II video system center or equal.	1	20,900.	20,900.
2	Olympus CLV-180 Evis Exera II Xenon light source or equal.	1	11,875.	11,875.
3	Olympus PCF type H180AL/I Evis Exera II video colonoscopy or equal.	1	36,195.	36,195.
4	Olympus GIF-H180 video gastroscope or equal.	1	30,960.50	30,960.50
5	OEP-4 Olympus High Definition (HD) color printer or equal.	1	7,457.50	7,457.50
5a	MAJ-884 printer cable set, Olympus or equal	1	391.40	391.40
6	OEV-191H 19 inch high definition LCD screen or equal.	1	4,987.50	4,987.50
7	Olympus QTV-S7ProH-HD-12 E Autoclavable Camera Head or equal. <i>W4032124 LILITH LEVINE</i>	1	15,695. 554.70	15,695. 554.70
(A) Total Equipment Cost				129,016.60
Delivery/Set-up/In-service training fees		Quantity	Unit Price	Total
8.	Delivery & Set-up Fee. <i>FLEET</i>	1		671.33
9.	In-Service Training Fee	1		—
(B) Total of delivery/set-up/in-service training fees				671.33
Warranty/ Maintenance		Quantity	Unit Price	Total
10.	Year 1- Full-Service Endoscopy Repair Contract	1	10,158.49	10,158.49
11.	Year 2- Full-Service Endoscopy Repair Contract	1	10,158.49	10,158.49
12.	Year 3- Full-Service Endoscopy Repair Contract	1	10,158.49	10,158.49
(C) Total of Warranty/Maintenance Services				30,475.47
Printing Supplies		Estimated Annual Usage	Price per Package	Estimated Annual Cost
13	Color Printing Pack (200 sheets picture paper & 1 color printer cartridge pack)	30	204.25	6,127.50
(D) Estimated Annual Printing Supply Cost				6,127.50 (1) YEAR
Grand Total of A+B+C+D				166,290.90

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: OLYMPUS AMERICA INC.
Authorized Signature: [Signature] Date: 9/18/09

N/A

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

N/A

*Check any combination of preference consideration(s) indicated above which you are entitled to receive

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CUSTOMER SERVICE
3500 Corporate Parkway
P O BOX 610
Center Valley, PA 18034-0610
TEL (800) 848-9024
FAX (800) 228-4963

QUOTATION

NO. **143121-Q0-2**

Please refer to this number on all
correspondence or other communications

September 18, 2009

Welch Emergency Hospital
Attention: Debbie Altizer
454 McDowell St.
Welch, WV 24801

Dear Ms. Altizer:

Thank you for providing Olympus with the opportunity to quote our Medical products as listed on this quote # 143121-Q0-2.

The quoted prices are either based on the Olympus - Premier (PP-OR-505 Tier 1, PP-OR-508 Tier 1) contract # PP-OR-505 which expires 12/31/2011 (MP Products) or contract # PP-OR-492 which expires 12/31/2011 (OTH Products) or contract # PP-OR-508 which expires 12/31/2011 (SP Products), or are 'open market' purchase prices as specified below. An asterisk (*) in the line number column is used to specify the 1 'open market' item listed on this quote.

Should you have any other questions regarding this quotation or any Olympus services, please contact your sales representative:

Name: Dallas K. Kelley
E-Mail: Dallas.Kelley@olympus.com
Phone: (800) 645-8100 x106676
Fax: (800) 228-4963

Thank you for your interest in Olympus and our quality products and services.

Sincerely,

Mark Kirlin
Customer Service Representative



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CUSTOMER SERVICE
3500 Corporate Parkway
P O BOX 610
Center Valley, PA 18034-0610
TEL (800) 848-9024
FAX (800) 228-4963

QUOTATION
NO. 143121-Q0-2
Please refer to this number on all
correspondence or other communications

CUSTOMER INFORMATION
Customer: Welch Emergency Hospital
Attention: Debbie Altizer
Address: 454 McDowell St
Welch, WV 24801
Phone: (304) 436-8833
Fax: (000) 000-0000
E-Mail:

OLYMPUS SALES REP.
Name: Dallas K. Kelley
MP Sales Representative
Home Page: <http://www.olympusamerica.com>
Phone: (800) 645-8100 x106676
Fax: (800) 228-4963
E-Mail: Dallas.Kelley@olympus.com

TERMS AND CONDITIONS
Effective: 09/18/2009 Expires: 10/18/2009
Terms: Net 30 days, subject to Olympus credit approval. F.O.B.: Shipping Point
Freight Charges may apply
Tax: When Applicable. Delivery: 30/45 days After Receipt of Order

Warranty: Generally, Capital equipment manufactured by Olympus is warranted against manufacturers defect for a period of one year. See Limited Warranty for details.
Price Terms: The quoted prices are either based on the Olympus - Premier(PP-OR-505 Tier 1, PP-OR-508 Tier 1) contract # PP-OR-505 which expires 12/31/2011 (MP Products) or contract # PP-OR-492 which expires 12/31/2011 (OTH Products) or contract # PP-OR-508 which expires 12/31/2011 (SP Products), or are 'open market' purchase prices as specified below. An asterisk (*) in the line number column is used to specify the 1 'open market' item listed on this quote.

FINANCIAL OPTIONS
1. Net 30 Days/Interest 1 1/12% monthly, subject to Olympus credit approval.
2 American Express, Visa and MasterCard accepted
3 Olympus offers a wide range of services from financing/leasing options, including a usage-based program that matches payments to procedures performed to a comprehensive service agreement.



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QUOTATION

NO. 143121-Q0-2

Please refer to this number on all correspondence or other communications

QUOTATION DETAIL

	Item / Description	List Price	Your Price	Qty	Extended Price
1	CV-180: EVIS EXERA II video system center with High-Definition and Standard Definition signal output, Narrow Band Image processing, electronic magnification of 1.2x and 1.5x, memory card digital image recording, HD/SD serial digital interface, structural enhancement, picture-in-picture, digital-to-digital video recording, annotation and Olympus surgical products compatibility Requires CLV-180 light source. Standard accessories: - MAJ-1428 CV-180 keyboard for EVIS EXERA II - MAJ-1430 Videoscope cable - MAJ-1462 HD/SD monitor cable - MAJ-1433 Foot holder for CV-180 - MAJ-1432 Spare fuse for CV-180 - MAJ-1466 Scope cable holder for CV-180 - MAJ-155 White balance cap set - MAJ-901 Water container - Power cord	23,500.00	20,900.00	1 ea	20,900.00
2	CLV-180: EVIS EXERA II high intensity 300W xenon light source for Olympus color CCD videoscope system with specially coated filters for Narrow Band Imaging and emergency 100W halogen lamp Standard accessories: - MAJ-1411 Light control cable (1 pc.) - MAJ-1412 Spare fuse (1 pc.) - MAJ-1433 Foot holder (1 pc.) Note: CLV-180 light source is not compatible with CV-160, 140, 100	13,400.00	11,875.00	1 ea	11,875.00
3	PCF-H180AL: EVIS EXERA II High-Definition, Narrow Band Imaging compatible, close focus, Innoflex adjustable stiffness, ultra slim video colonoscope with forward water jet and 11.8 mm outer diameter, 3.2 mm channel, 140° field of view, 168 cm working length, and angulation of 180°/180° (up/down) and 160°/160° (right/left). Includes biopsy forceps FB-220U (2pc.), MAJ-855 auxiliary water tube (1pc.), MAJ-215 auxiliary water inlet cap (1pc.). Complete with standard accessories.	40,800.00	36,195.00	1 ea	36,195.00
4	GIF-H180: EVIS EXERA II High-Definition, Narrow Band Imaging compatible, close focus, video gastroscope with full screen image, and 9.8 mm diameter, 2.8 mm channel, 140° field of view, 103 cm working length and angulation of 210°/90° (up/down), 100°/100° (right/left). Includes biopsy forceps FB-220K (2 pcs.), mouthpiece MB-142 (2 pcs.). Complete with standard accessories	34,870.00	30,960.50	1 ea	30,960.50
**					
5	OEP-4: Olympus HD color printer	8,350.00	7,457.50	1 ea	7,457.50
6	OEV-191H: Olympus 19 in. high-definition medical-grade LCD monitor with RGBS, Y/C, and composite video input/output	5,450.00	4,987.50	1 ea	4,987.50
7	MAJ-884: Printer cable Set-A: Connects CV-160/180 with Mavigraph containing RS-232C terminal. Includes MH-984 RGB cable, MH-995 remote cable for RS-232C terminal, MB-677 BNC cable.	432.00	391.40	1 ea	391.40



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QUOTATION	
NO.	143121-Q0-2
Please refer to this number on all correspondence or other communications	

QUOTATION DETAIL (continued)					
	Item / Description	List Price	Your Price	Qty	Extended Price
8*	FREIGHT-Q: Freight, shipping, and/or handling charges. Expedited freight will incur additional charges. <u>Full-Service Endoscopy Repair Contract</u> <u>(See Service Offering Section for Details)</u>	658.94	658.94	1 ea	658.94

- I Price quotes and the total package prices are for listed items only
- II.Changes, additions or deletions from this package quotation may cause pricing adjustments
- III.Service manuals and additional operator manuals are not included and may be ordered by contacting the Customer Care Center at (800) 848-9024
- IV If freight charge is included, freight charge may not necessarily reflect the exact charges paid by Olympus to the carrier due to volume incentive discount agreements entered into between Olympus and carrier

List Total Price:	\$127,460.94
Your Total Price:	\$113,425.84

SERVICE OFFERING
<p>**Full Service Contract coverage for 12 to 60 month terms is available for this new equipment. For example, for items (4) the average cost per scope per year would be approximately \$2,633. Price based on a 3 year Contract. Other terms are available. Price quote subject to approved Olympus reprocessing methods. Other discounts and credits may apply.</p> <p>Benefits of Full-Service Contract coverage include:</p> <ul style="list-style-type: none"> · On-Site Loaner equipment is available for qualified customers. · Pre-paid overnight shipping to/from our service centers · Training at your facility by Olympus Endoscopy Support Specialists · Course credit for educational courses offered through Olympus University <p>Contact your Olympus Sales Representative for details of our complete service offerings.</p>



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CUSTOMER SERVICE
3500 Corporate Parkway
P O BOX 610
Center Valley PA 18034-0610

Telephone: 800 548 5515
Fax: 800 833 1482

QUOTATION

143044-Q9-0

Please refer to this number on all
correspondence or other communications

August 25, 2009

Welch Emergency Hospital
Attention: Debbie Altizer
454 McDowell Street
Welch, WV 24801

Dear Ms. Altizer:

Thank you for providing Olympus with the opportunity to quote our Surgical products as listed on this quote # 143044-Q9-0.

This quotation is intended to provide information from which you may submit a purchase order. This quotation is not an offer to sell. This quotation is valid until Friday, September 25, 2009.

Should you have any other questions regarding this quotation or any Olympus services, please contact your sales representative:

Name: Timothy L Vincent
E-Mail: Timothy.Vincent@olympus.com
Phone: (800) 645-8100 x106506
Fax: (800) 833-1482

Thank you for your interest in Olympus and our quality products and services.

Sincerely,

Charlene McBairty
Olympus Customer Service



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OLYMPUS AMERICA INC.
 CUSTOMER SERVICE
 3500 Corporate Parkway
 P O BOX 610
 Center Valley PA 18034-0610

Telephone: 800 548 5515
 Fax: 800 833 1482

Quotation Number

143044-Q9-0

Please refer to this number on all correspondence or other communications

CUSTOMER INFORMATION
Customer: Welch Emergency Hospital Attention: Debbie Altizer Address: 454 McDowell Street Welch, WV 24801 Phone: (000) 000-0000 Fax: (000) 000-0000 E-Mail:

OLYMPUS SALES REP.
Name: Timothy L. Vincent SP Sales Representative Home Page: http://www.olympusamerica.com Phone: (800) 548-5515 x106506 Fax: (800) 833-1482 E-Mail: Timothy.Vincent@olympus.com

Terms and Conditions	
Effective: 08/25/2009	Expires: 9/25/2009
Terms: Net 30 days, subject to Olympus credit approval.	F.O.B.: See notes on additional comments page. Freight Charges may apply
Tax: When Applicable.	Delivery: Delivery of mainline accessories and consumable items is ex-stock, subject to remaining unsold. All other items up to 30-45 days from receipt of order.
Warranty: Generally, Capital equipment manufactured by Olympus is warranted against manufacturers defect for a period of one year. See Limited Warranty for details.	
Price Terms: The quoted prices are either based on the Olympus - Premier (PP-OR-505 Tier 1, PP-OR-508 Tier 1) contract # PP-OR-505 which expires 12/31/2011 (MP Products) or contract # PP-OR-492 which expires 12/31/2011 (OTH Products) or contract # PP-OR-508 which expires 12/31/2011 (SP Products), or are 'open market' purchase prices as specified below. An asterisk (*) in the line number column is used to specify the 1 'open market' item listed on this quote.	

Financial Options
 Olympus offers a wide range of services from financing/leasing options, including a usage-based program that matches payments to procedures performed, to a comprehensive service agreement

Quotation Detail					
Line No	Item / Description	List Price \$	Your Price \$	Qty	Extended Price \$
1	OTV-S7PROH-HD-12E: VISERA PRO High-Definition, autoclavable camera head, 1 2x, eye-piece type	19,600.00	15,695.00	1 ea	15,695.00
2	WA03212A: Light guide 7 mm x 3 m autoclave with condenser, CF compatible	800.00	554.70	1 ea	554.70
3*	FREIGHT-Q: Freight, shipping, and/or handling charges. Expedited freight will incur additional charges.	12.39	12.39	1 ea	12.39

- I Price quotes and the total package prices are for listed items only
- II Changes, additions or deletions from this package quotation may cause pricing adjustments
- III Service manuals and additional operator manuals are not included and may be ordered by contacting the Customer Care Center at (800) 548-5515.
- IV If freight charge is included, freight charge may not necessarily reflect the exact charges paid by Olympus to the carrier due to volume incentive discount agreements entered into between Olympus and carrier

List Total Price:	\$20,412.39
Your Total Price:	\$16,262.09

OLYMPUS

QUOTATION NUMBER
F- 29-001117-1

9/11/09

Welch Emergency Hospital
454 McDowell Street
Welch, WV 24801

Attention: Debbie Altizer

Thank you for providing Olympus with the opportunity to quote our Full Service Agreement as listed on this quote

Please accept this letter as an official price quotation for the service agreement which you have shown an interest to purchase. The prices listed in this quotation, as well as any service agreement options, apply to the entire quotation as presented. Any changes in equipment coverage or agreement options may result in a price change. This quotation is valid for 60 days from the date above.

Key features of this Full Service Agreement include:

- Full repair coverage with no cap for all contracted equipment
- Accidental damage coverage at no additional charge
- On-Site back-up GI endoscopes for the duration of your contract with a minimum quantity of six GI endoscopes on contract
- Prioritized repairs - 24-48 hours turnaround for most repairs
- Next day shipping in both directions included at no extra charge
- 24/7 technical support and customer care
- Online repair tracking and history at www.olympusamerica.com/serviceportal
- Training and support provided by Olympus Endoscopy Support Specialists on-site at your facility
- Full access to Preventative Maintenance and Educational Courses offered through Olympus University

Should you have additional questions regarding this quotation, please contact me at your earliest convenience

Thank you for your interest in Olympus and our quality products and services

Sincerely,

Dallas Kelley
Sales Representative
Olympus America Inc
304-561-7749

OLYMPUS AMERICA INC.
3500 CORPORATE PARKWAY, P.O. BOX 610, CENTER VALLEY, PA 18034-0610
TELEPHONE (484) 896-5000

SCHEDULE B-1 - Equipment covered in Service Agreement

* Subject to results of required pre-effective date check of all existing equipment

Welch Emergency Hospital
 454 McDowell Street
 Welch, WV 24801

Quote Number: 29-001117-1
 Quote Date: 9/11/2009

Pre-effective Inspection:

Discounted Pre-Effective Total Cost:	\$	-
List Price, Pre-Effective Date Repairs:	\$	-

Pre-effective Check Date: _____
 Performed By: _____

PRODUCTS

	MODEL	SERIAL #	Condition	Prod. Type	Image Test	Insert Tube Test	List Price Pre-Effective Repairs	Comments
1	PCF-H180AL		New	GI Video				
2	GIF-H180		New	GI Video				
3	CV-180		New	Electronics				
4	CLV-180		New	Electronics				
5	OEP-4		New	Electronics				
6	OEV-191H		New	Electronics				
7	OTV-S7PROH-HD-12E		New	Camera Heads				
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The Equipment listed above includes all Equipment covered by this Agreement as of the date of execution or renewal. Any changes to this list must be mutually agreed to in writing, and may result in an increase or decrease in the Fixed Annual Rate

Customer Signature: _____

If List continues on following page, check here and sign last page.

Agreement Number: _____

OLYMPUS EQUIPMENT SERVICE AGREEMENT

This Equipment Service Agreement, including the terms and conditions and the schedules attached hereto (collectively, this "Agreement"), is entered into by and between the customer named on the bottom of this page (the "Customer") and Olympus America Inc. ("OAI"), on behalf of itself and its affiliates, Olympus Surgical & Industrial America Inc ("OSIA") and Gyrus ACMI, LP ("Gyrus ACMI") (OAI, OSIA and Gyrus ACMI are collectively referred to as "Olympus"), with respect to the service of the equipment listed on Schedule B-1, attached hereto (collectively, the "Equipment"). The Equipment may include OAI Equipment, OSIA Equipment, and/or Gyrus ACMI Equipment. *This Agreement shall only be deemed effective as of the effective date given by Olympus on the bottom of this page (the "Effective Date").*

IMPORTANT

READ BEFORE SIGNING. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS AND CONDITIONS IN WRITING ARE ENFORCEABLE. NO TERMS, CONDITIONS, OR PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. THE CUSTOMER AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT

Customer:

Olympus America Inc.
3500 Corporate Parkway
Center Valley, PA 18034

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Initial here if tax-exempt
(See Section 9 ("TAXES")): _____

Effective Date:
Expiration Date:

TERMS & CONDITIONS

1. PRE-EFFECTIVE DATE REPAIRS. This Agreement shall cover only the Equipment manufactured and/or sold exclusively by Olympus, which is in proper working condition and meets basic performance criteria. With respect to OAI Equipment and OSIA Equipment, to establish proper working condition, an initial on-site visual inspection of the Equipment by Olympus field service personnel, at no charge to the Customer, may be required (at Olympus' sole and absolute discretion), and all repairs necessary to return the Equipment to basic performance criteria will be identified as "pre-Effective Date repairs". The Customer shall have the option of either paying for the pre-Effective Date repairs in full within 90 days of the Effective Date or adding such cost to the total Fixed Annual Rates, as defined in Section 5(a) and as set forth on Schedule B-2, to be paid over this Agreement's term. (Results of the initial on-site visual inspection are valid for only 30 days.)

2. DESCRIPTION OF SERVICE. For the term of this Agreement, Olympus will, directly or through an affiliated Olympus company, perform the following services for the Equipment:

(a) Repairs or Non-Preventive Maintenance:

(i) Electronic and Video Camera Equipment - Requests for repairs or non-preventive maintenance of electronic and video camera Equipment will receive a telephone response from an Olympus service technician or field service engineer within four hours. Based on an appraisal by the Olympus service technician or field service engineer, the problem will either be resolved via telephone, at the Customer's site, or (except with respect to "specialty" Equipment) with a loaner unit shipped from Olympus' facility, if requested by the Customer. Olympus will provide all parts and labor necessary to complete the repair, including the repair of damage caused accidentally, to the manufacturer's then-current specifications. In addition, the Customer will have unrestricted access to technical support twenty-four hours a day, seven days per week, excluding public and Olympus holidays.

(ii) Flexible and Rigid Endoscopes - Olympus will provide the Customer with pre-paid and pre-printed next-day P.M. freight stamps to send the Equipment to Olympus for repair service. Olympus will provide all parts and labor necessary to complete the repair, including the repair of damage caused accidentally, to the manufacturer's then-current specifications. Olympus will return the repaired Equipment to the Customer next day P.M. freight, shipping pre-paid.

(b) Exceptions - This Agreement shall not cover: (i) components, parts, and materials, accessories not manufactured or distributed by Olympus and/or not bearing the "OLYMPUS" or "Gyrus ACMI" brand label; (ii) Equipment supplies and consumables, including, without limitation, lamps, cables, thermal heads, filters, and connectors; (iii) testing or certification of leakage current of the Equipment; (iv) any Equipment which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Olympus' own authorized service personnel, unless repair by others is made with the written consent of Olympus; (v) defects or damage to the Equipment resulting from use of non-OLYMPUS or non-Gyrus ACMI brand accessories, consumables, supplies, or non-approved reprocessing methods; and/or (vi) software programs. In addition, to ensure the protection of the Customer and its patients, Olympus will reject partial repair requests. A "partial repair" is defined as a repair requested for only a specifically designated component(s) without instructions to bring the product back to original specifications of form, fit and function as established by Olympus standards and policy.

(c) Limited Warranty - The services covered by this Agreement will be warranted as set forth on Schedule A attached hereto.

(d) Specialty Equipment - Equipment described in this Agreement as "specialty" shall be indicated as such on Schedule B-1. Service for "specialty" Equipment shall be limited as set forth in Section 2(a)(i) and in Schedule B-1.

(e) Parts - Olympus reserves the right to use reconditioned, refurbished, and/or serviceable used parts (that meet Olympus' quality assurance standards) for repairs hereunder. The use of reconditioned, refurbished, or serviceable used parts may include, without limitation, replacing or exchanging major components of the Equipment such as a control unit or light guide tube.

(f) Obsolete Equipment - Notwithstanding anything contained in this Agreement to the contrary, in the event that certain Equipment is determined by Olympus to be obsolete and thus no longer capable of being serviced under this Agreement, (i) Olympus shall so notify the Customer, (ii) such obsolete Equipment shall be removed from Schedule B-1, and (iii) the Fixed Annual Rate (described in Section 5 below) will be adjusted, on a pro rata basis, to reflect the discontinuation of services for such obsolete Equipment. The aforementioned pro rata adjustment to the Fixed Annual Rate will be Olympus' sole obligation and the Customer's exclusive remedy for the discontinuation of services for such obsolete Equipment.

3. ON-SITE BACK-UP UNITS - *Applicable only for GI endoscopes.* If the Customer meets the "Criteria for On-Site Back-Up Endoscope Entitlement" as defined in Schedule B-2, the Customer may request that Olympus provide the Customer with certain back-up endoscope units (reflected separately on Schedule B-1) to be maintained at the Customer's site (the "On-Site Back-Up Units"). The On-Site Back-Up Units are and will remain the exclusive property of Olympus and must be returned to Olympus at the end of the Agreement term or immediately upon the request of Olympus. The Customer shall (i) execute any and all documents requested by Olympus to evidence Olympus' title to and ownership of the On-Site Back-Up Units, (ii) not lease, sell, or otherwise transfer the On-Site Back-Up Units, (iii) keep the On-Site Back-Up Units free from any liens, claims, encumbrances, and mortgages,

(iv) accept complete responsibility and liability to repair, clean, and maintain the On-Site Back-Up Units (unless Schedule B-2 indicates that the Customer has elected the "On-Site Back-Up Endoscope Repair Coverage" option) and for all risk of damage to and loss or destruction of the On-Site Back-Up Units however, whenever, and by whomever caused, (v) not move the On-Site Back-Up Units from the Customer's site, (vi) keep the On-Site Back-Up Units segregated from the Equipment, and (vii) not use the On-Site Back-Up Units unless an endoscope Equipment unit is sent to Olympus's facility for repair service. Subject to the exceptions listed in Section 2(c) and the limitations and disclaimers set forth on Schedule A, the On-Site Back-Up Units will conform to current Olympus-published specifications and will be free from defects in materials and workmanship under normal use and service for a period of 180 days from the date of delivery

4. LOANER UNITS. The Customer may request that Olympus provide the Customer with temporary loaner units (the "Loaner Units") to be utilized at the Customer's site while the corresponding Equipment is being repaired by Olympus. Such loaner units will be provided at Olympus' discretion based on availability. Upon request by Olympus, the Customer shall complete and sign a "Blanket Loaner Agreement for Service Contracts" in order to be eligible to receive Loaner Units from Olympus. The Customer shall keep Loaner Units segregated from the Equipment.

5. OBLIGATIONS OF THE CUSTOMER

(a) The Customer must provide Olympus service personnel access to the Equipment and Loaner Units during normal business hours

(b) The Customer must follow operating, reprocessing, cleaning, and maintenance procedures, as applicable, for the Equipment and Loaner Units as described in Olympus' instruction manuals and in accordance with all applicable federal, state, and local laws. In compliance with OSHA blood borne pathogen regulations and other applicable federal, state, and local regulations, Equipment and Loaner Units that come into contact with potentially infectious material must be reprocessed and in adequate packaging materials, before being sent to Olympus

(c) With respect to OAI Equipment and OSIA Equipment, the Customer agrees to participate in local Olympus equipment care and maintenance training courses. Olympus will waive the customary fees associated with such training courses for the first two trainees per Customer, and at Olympus' sole discretion will provide further training to additional staff at no additional charge.

(d) The Customer agrees to provide Olympus with reasonable assistance for diagnosing and correcting Equipment problems by telephone.

(e) The Customer shall use the Equipment and Loaner Units in the manner for which they were intended, on humans only, in accordance with all applicable manuals and instructions, and in compliance with all applicable laws and regulations.

(f) The Customer assumes the risk of loss of or damage to the Equipment while the Equipment is in transit from the Customer to Olympus; provided, however, that if Olympus selects the carrier, then in the case of damaged or lost Equipment during transit, Olympus will file a claim with the carrier for the benefit of the Customer.

The Customer acknowledges and agrees that its performance of the foregoing obligations is a condition precedent to Olympus' obligations under this Agreement.

6. CHARGES

(a) **Fixed Annual Rate** - The Customer agrees to pay to Olympus, each year of the term of this Agreement, the corresponding fixed annual rate set forth on Schedule B-2 attached hereto (the "Fixed Annual Rate").

(b) **Payment Terms** - The Customer may choose to pay in monthly, quarterly, semi-annual, or annual installments, and such selection will be indicated on Schedule B-2. Olympus will invoice the Customer for the first of such installments upon the Effective Date of this Agreement. Payment terms will be net 30 days from date of invoice unless other terms have been agreed in writing. If at any time the Customer shall be in breach of its obligation to pay any amount due under this Agreement or any other agreement between the Customer and Olympus, Olympus' obligation under this Agreement to perform the repair and maintenance services described herein shall be suspended until such time as all required payments have been made. The Fixed Annual Rates and any other amounts due hereunder shall be paid by the Customer unconditionally and without defense, counterclaim, or offset of any kind for any reason whatsoever. To the extent allowed by law, any delinquent payment shall continue to accrue interest at the lower of 18% or the highest lawful rate from the due date until paid.

(c) **Running Balance and Cost Adjustment** - *Applicable only if this is a "Value Service" Agreement for OAI Equipment and OSIA Equipment, as indicated on Schedule B-2.* Olympus will keep a record of all Equipment repair and maintenance services rendered during the term of this Agreement and a running balance of the actual costs for such services, as they would have been billed under the then-applicable prevailing rates for parts and labor (the "Actual Costs"). The Customer will receive a billing statement after each repair is performed and, periodically, Olympus will provide the Customer with summary reports. If, at any time during the term of this Agreement, the running balance of the Actual Costs exceeds 120% of the total Fixed Annual Rates for the entire Agreement term, then all subsequent Equipment repairs and maintenance will be billed to the Customer at the then-applicable

prevailing rates for parts and labor. If, at the end of the Agreement term, the Actual Costs are less than the total Fixed Annual Rates for the entire Agreement term, then the Customer will receive a rebate equal to 80% of the difference between the total Fixed Annual Rates for the entire Agreement term and the Actual Costs, provided that all Fixed Annual Rates have been paid in full by the Customer.

7. **TERM.** The term of this Agreement shall be for the period set forth on Schedule B-2 (but in no event longer than five years) commencing on the Effective Date set forth above.

8. **TERMINATION.** Either party may terminate this Agreement at any time upon 30 days' prior written notice to the other party, in the event that the other party breaches any of its material obligations hereunder and such breach has not been cured during such 30-day period. Notwithstanding the foregoing, either party may terminate this Agreement without cause upon 90 days' prior written notice to the other party. However, termination or expiration of this Agreement, for any reason whatsoever, will not relieve the Customer from making any payments due to Olympus (including but not limited to payment in full for the pre-Effective Date repairs described in Section 1) or returning Loaner to Olympus. Notwithstanding the foregoing, if the Customer terminates this Agreement, with or without cause, or if Olympus terminates this Agreement with cause, payment for pre-Effective Date repairs pursuant to the prior sentence shall be in an amount equal to the pre-Effective Date Repairs prior to discounts, as reflected in Section A of Schedule B-2.

9. **TAXES.** By initialing the "tax-exempt" line located on the first page of this Agreement, the Customer represents and warrants that it is a tax-exempt organization and as such is not subject to applicable taxes. Tax-exempt status must be substantiated by a copy of the Customer's tax-exempt certificate. If the Customer is not tax-exempt or in the event the Customer loses its tax-exempt status or is acquired by an entity which is not tax-exempt, all applicable taxes and fees will be added to the invoices sent to the Customer hereunder and the Customer will reimburse Olympus for all such applicable taxes or fees that may be levied by any taxing authority.

10. **ASSIGNMENT.** The Customer shall not assign or otherwise transfer any of its rights under this Agreement without the prior written consent of Olympus, and any such attempts without Olympus' consent shall be void.

11. **EVENTS BEYOND OLYMPUS' CONTROL.** Olympus shall not be responsible or liable for any failure to perform hereunder if such failure is caused by acts of God, acts of government, strikes or labor disputes, failures of transportation, fire or flood or other casualty, failures of subcontractors or suppliers, or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) that are beyond Olympus' reasonable control.

12. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws rules thereof, and any controversy, dispute or claim with respect to any provision of this Agreement shall be adjudicated exclusively by a court of competent jurisdiction within Lehigh County, the Commonwealth of Pennsylvania, or the Federal District Court for the Eastern District of Pennsylvania. The Customer hereby waives any objections it may have to the designation of a forum or venue of the court set forth herein. Either party hereto may institute suit or take any other actions provided by law in any other jurisdiction to enforce, collect or secure a judgment obtained in Lehigh County, the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania. Notwithstanding the foregoing, Olympus may institute and prosecute to judgment in any court of competent jurisdiction an action, suit or proceeding to effect collection of any monies due to Olympus from the Customer.

13. **AUTHORIZATION.** The Customer acknowledges that, when entering into this Agreement, Olympus has relied upon the Customer's representation that the Equipment and Loaner Units will be used only by the Customer and only for business purposes. The Customer represents that it has the power to enter into this Agreement and that the person executing this Agreement on behalf of the Customer has been duly authorized and has all required corporate approvals.

14. **COMPLETE AGREEMENT.** This Agreement (including the attached schedules) is the complete agreement of the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written proposals, communications, understandings and agreements regarding this subject matter. The waiver of a breach of any provision of this Agreement will not be a waiver of any subsequent breach of the same or any other provision hereof. The terms and conditions contained in any purchase order or other communication sent by the Customer to Olympus shall be of no effect. All references to "Olympus" in this Agreement and in the attached schedules shall include any and all Olympus affiliates performing services hereunder.

15. **NOTICES.** All notices hereunder shall be in writing and shall be deemed to have been given when mailed or sent by first class mail or recognized overnight delivery service, postage prepaid, addressed to such party at its address set forth on page 1 hereof or at such other address as such party may have subsequently provided in writing.

16. **CONTRACT INTERPRETATION.** Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement. The headings contained herein are for reference only and are not a part of this Agreement and shall not be used in connection with the interpretation of this

Agreement. Delivery of an executed counterpart of this Agreement by facsimile transmission shall, at Olympus' sole discretion, be as effective as delivery of an originally-signed counterpart of this Agreement

SCHEDULE A

LIMITED WARRANTY AND LIMITATION OF LIABILITY

Subject to the exceptions listed in Section 2(b) and the limitations and disclaimers set forth below, Olympus' sole warranty and representation to the Customer is that all repair and maintenance services shall be performed in a good and workmanlike manner and that the specific problem addressed by the service performed shall not recur for a period of twelve months from the date of such repair or maintenance service

OLYMPUS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED HEREIN AND THE EQUIPMENT, COMPONENTS, SUPPLIES, PARTS AND MATERIALS PROVIDED IN CONNECTION WITH SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF THE EQUIPMENT AND THEIR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT, OR ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES HEREIN. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL OLYMPUS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, OR LIABILITIES TO OTHER PARTIES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT, OR BY THE NEGLIGENCE OF THE SERVICE PROVIDER OR OTHERWISE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT OLYMPUS' LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY IS LIMITED TO THE PERFORMANCE OF THE SERVICES PROVIDED BY THIS AGREEMENT OR THE FAIR MARKET VALUE THEREOF.

SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS WARRANTY. OLYMPUS DOES NOT WARRANT THE RESULTS OF ITS SERVICES WITH RESPECT TO SOFTWARE PROGRAMS OR THAT THE EQUIPMENT WILL MEET THE CUSTOMER'S REQUIREMENTS

Representations and warranties made by any person, including but not limited to representatives of Olympus, which are inconsistent or in conflict with or in addition to the terms of this warranty, shall not be binding upon Olympus unless reduced to writing and approved by an expressly authorized officer of Olympus