



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  
**EHP11097**

PAGE  
**1**

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

VENDOR

**Merry Xray Corp.**  
 Attn: Jim Ramsey  
 7709 Lee Run Road  
 Poland, OH 44514

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BPH - TUBERCULOSIS CONTROL  
 350 CAPITOL STREET, ROOM 125  
 CHARLESTON, WV  
 25301-3715 304-558-3669

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/29/2010				

BID OPENING DATE: **12/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	2	EA		898-80		
MINXRAY HP 120/60HPPWV POWER PLUS, OR EQUAL, HIGH  FREQUENCY PORTABLE MEDICAL X-RAY UNIT, PER THE 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 SERVICE 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.  INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/14/2010. 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 CHARLESTON, WV 25311						

2010 DEC 13 AM 9:54  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jim Ramsey* TELEPHONE: 216-276-2016 DATE: 12-10-2010

TITLE: Account Exec. FEIN: TAX ID# 95-2295473 ADDRESS CHANGES TO BE NOTED ABOVE

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



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PAGE  
 2

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

**VENDOR**  
 RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 MERRY X-RAY CORPORATION  
 4640 HINCKLEY INDUSTRIAL PKWY  
 CLEVELAND, OH 44109

**SHIP TO**  
 HEALTH AND HUMAN RESOURCES  
 BPH - TUBERCULOSIS CONTROL  
 350 CAPITOL STREET, ROOM 125  
 CHARLESTON, WV  
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BID OPENING DATE: 12/30/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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 SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. VENDOR PREFERENCE CERTIFICATE  THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a>  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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**EHP11097**

PAGE  
**3**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**MERRY X-Ray CORPORATION**  
**4640 HICKLEY INDUSTRIAL PKWY**  
**CLYDE LANDPARK 44109**

SHIP TO  
**HEALTH AND HUMAN RESOURCES**  
**BPH - TUBERCULOSIS CONTROL**  
**350 CAPITOL STREET, ROOM 125**  
**CHARLESTON, WV**  
**25301-3715 304-558-3669**

DATE PRINTED <b>11/29/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>12/30/2010</b>				

BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: -----RW/FILE 22-----</p> <p>RFQ. NO.: -----EHP11097-----</p> <p>BID OPENING DATE: -----12/30/2010-----</p> <p>BID OPENING TIME: -----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						
002	2	EA	898-80	MINXRAY XGS MKIV LW, OR EQUAL, PORTABLE MOBILE STAND		

PER THE ATTACHED SPECIFICATIONS TERMS AND CONDITIONS

SIGNATURE: *J.R. Ramsey* TITLE: **ACCOUNT EXEC.** FEIN: **95-2795473** TELEPHONE: **216-276-2016** DATE: **12-10-2010**

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

**Portable x-ray unit must include the following:**

Unit must produce 40-120 KVDC, over 200 MAS and variable MA (60-20).

Unit must be complete with CPU control, high resolution timer, adjustable light beam collimator, power cord, exposure cord and technique chart for 100-260V AC, 50/60HZ use.

Unit must have 5 memory stations to store and easily recall frequently used exposure techniques.

Weight of unit must not exceed 50 pounds.

**Mobile stand must include the following:**

Stand must be stainless steel with 16" wheels.

Weight of stand must not exceed 50 pounds.

X-ray unit and stand must be heavy duty. Total weight of unit and stand must not exceed 100 pounds.

Inside delivery required (no trade-ins).

COST SHEET FOR EHP11097

Item #	App. Annual Usage	Description	Unit Price	Total Cost
1	2 each	MinXray HF120/60HPPWV Power Plus High Frequency Portable Medical X-ray Unit (or equal)	\$ 18,144.00	\$ 36,288.00
2	2 each	Min Xray XGS MKIV LW Portable Mobile Stand (or equal)	\$ 3,656.00	\$ 7,312.00
3	1 each	Shipping (if applicable)	\$ 1,000.00	1,000.00
TOTAL COST				\$ 44,600.00

Award will be made to the vendor with the lowest overall cost who meets specifications.

Vendor shall deliver within thirty days of purchase order receipt.

A minimum one year warranty is required.

Vendor must submit an original itemized invoice for order. Payment will be made in arrears after receipt of completed order.

RFQ No. EHP 11097

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** 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.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: MERRY X-Ray CORPORATION

Authorized Signature: [Signature] Date: 12-9-2010

State of Ohio

County of Mahoning, to-wit:

Taken, subscribed, and sworn to before me this 9 day of December, 2010.

My Commission expires 8-16-14, 20    .

AFFIX SEAL HERE

NOTARY PUBLIC Kathryn M Getchey



KATHRYN M. GETCHEY  
Notary Public, State of Ohio  
My Commission Expires  
August 16, 2014

State of West Virginia

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: N/A Signed:

Date: Title:

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

<b>Name</b>	Roberta Wagner, Purchasing	<b>Quote #</b>	120910-13
<b>Customer</b>	State of West Virginia	<b>Date</b>	12/09/10
<b>Address</b>	2019 Washington Street East	<b>Phone #</b>	304-558-0067
<b>City, State, Zip</b>	Charleston, WV 25305-0130		

Merry X-Ray/SourceOne Healthcare Technologies is pleased to submit the following quotation and offers to sell the products described at the prices below, subject to your acceptance of the terms and conditions.

**This quotation is valid for 30 days.**

Catalog Number	Description	Qty	Unit Price	Extended Price
416752	<b>Min X-Ray PowerPlus™ High Frequency Portable X-Ray Unit</b> <ul style="list-style-type: none"> <li>• Variable kVDC (40-120)</li> <li>• Variable mA (60-20)</li> <li>• CPU Control</li> <li>• High Resolution Timer</li> <li>• Adjustable Light Beam Collimator</li> <li>• Power Cord</li> <li>• Exposure Cord</li> <li>• Technique Chart</li> <li>• 100-250 VAC, 50/60 Hz Use</li> </ul>	2	\$18,144.00	\$36,288.00
416753	<b>Gas Spring Portable Mobile Stand with 16" Wheels</b>	2	\$3,656.00	\$7,312.00
	<b>Freight</b>	1	\$1,000.00	\$1,000.00
<b>Total</b>				<b>\$44,600.00</b>

**This price does not include any applicable state or local taxes.**



**Please choose one of the following:**

**Funding Source:**     **Capital Funds**       **Operating Funds**       **Line of Credit**  
 **Lease\***                      **Lessor:** \_\_\_\_\_  
 **Bank Loan**                      **Name of Bank:** \_\_\_\_\_

- If order is being leased, a Leasing Company's Purchase Order is required.

**Payment Terms:**                      **20% down payment, 70% due upon delivery, 10% due upon availability of first clinical use.**  
**UCC:**                                      **UCC Lien may be filed.**  
**Freight:**                                **FOB Origin, freight included in the price above.**  
**Estimated Delivery:**                **Two weeks after receipt of order**  
**Installation:**                         **Included in the price above.**  
**Warranty:**                               **Three Years provided by MinXray, Inc (See below).**

**All orders are subject to credit approval.**  
**Payment terms on purchase order must reflect terms on quote.**

**MinXRay Medical and Dental Products Limited Warranty**

MinXray Inc warrants MinXray medical and dental x-ray equipment to be free from any defects in material or workmanship for a period of three years from date of original installation. MinXray Inc. warrants stands, accessories and carrying cases purchased from MinXray to be free from any defects in materials or manufacturer's workmanship for a period of one year from date of original installation. The warranty on the collimator is provided solely by it's manufacturer. Refer to the collimator manual for details.

The liability of MinXray Inc. is limited to repair or replacement of any parts that MinXray determines to be defective. Parts proving defective will be repaired or replaced free of charge, F.O.B. Northbrook, Illinois, U.S.A. if defective equipment is returned to MinXray Inc. for inspection, freight charges prepaid. All warranty claims must be made not later than 10 business days following the expiration of the applicable warranty period. Equipment repaired or replaced under warranty will continue to be warranted for the balance of the original warranty terms.

This warranty does not apply to equipment that is or has been abused, misused or altered, improperly maintained, subjected to use beyond rated conditions or damaged as a result of any carelessness or accidents. This warranty does not cover ordinary wear and tear or maintenance.

MinXray Inc. makes no other warranty, either express or implied, with respect to any equipment purchased from MinXray, including without limitation any implied warranties of merchantability or fitness for a particular purpose, whether or not MinXray may have been informed of the actual uses to which any of such equipment may be put. MinXray hereby disclaims all such other warranties. MinXray Inc. shall not under any circumstances be liable for incidental, indirect, consequential, punitive or exemplary damages, including without limitation damages for delay or lost profits and in no event shall MinXray's liability arising from the purchase, sale or use of the equipment, or breach of any warranty made above, exceed in the aggregate the purchase price paid therefore.

### **Site Readiness Requirements**

The following general conditions are required prior to the delivery of equipment. The conditions will insure the best possible environment for the installation, and protection of computers, electronics, x-ray tubes, image intensifiers, cameras, monitors, and mechanical equipment. Please note if these conditions are not met at the time of delivery the Merry/SourceOne Project Manager should reschedule the installation start date.

- All necessary approvals, permitting, shielding reviews, required by either state or local governing agencies will be the customer's responsibility.
- Power available at the designated power cabinet, with phase rotation checked (where three phase power is specified).
- Walls to be sanded and primed, floor covering installed, ceiling completed Doors hung with finish applied, and lead barriers installed.
- HVAC complete, functioning properly, and tested two days prior to equipment delivery.
- All vendor base plates, reinforcement plates, and overhead grid installed as designated. It will be the responsibility of the customers design engineer to furnish recommended methods of anchoring and attachment for all applicable Merry/SourceOne equipment.
- All cable trays, conduits, and raceways correctly sized and installed according to the provided installation drawings. All lighting installed and functioning at the time of delivery.
- Room and immediate vicinity to be dust free, and remain so during the duration of the installation.
- Customer supplied processors, laser imagers, cameras, computers, printers (and peripherals), routers, networks and network drops are to be installed and verified operational prior to Merry/SourceOne installing image acquisition and processing hardware and software. Additionally, firewalls, backup power sources, virus software and other security software and hardware are the Customer's responsibility to acquire, install and maintain current. (Unless prior arrangements have been made for

**1. EXCLUSIVE TERMS OF SALE.**

(a) The equipment and all other goods ("Equipment" or "Product(s)") described in the quotation ("Quotation") to which these terms and conditions ("Terms and Conditions") are attached or to which they apply are offered to you ("Customer") by Merry X-Ray Corporation and/or SourceOne Healthcare Technologies, Inc. (individually or collectively, "Seller") exclusively on the terms and conditions set forth on the face of the Quotation and herein.

(b) The Quotation and these Terms and Conditions supersede all prior agreements (including quotations) with respect to the Products.

(c) If Customer orders a Product from the Quotation, whether by purchase order, facsimile, electronic data interchange (EDI) or telephonically, Customer agrees that (i) these Terms and Conditions apply to the sale of the Product, and (ii) any references to Customer's purchase order, acknowledgement or other document are only for administrative purposes, and shall not be binding on Seller unless specifically accepted in writing by an authorized representative of Seller.

(d) There are no written or oral agreements, statements, representations, or understandings which shall in any way relate to, affect, or control the validity or enforcement of the Quotation or these Terms and Conditions, except as expressly provided herein or as provided in an amendment hereto signed by an authorized representative of Seller.

(e) The execution of the Quotation by a representative of Customer shall constitute a binding acceptance of each and every term of the Quotation and these Terms and Conditions. All sales are subject to Seller management review and approval and Seller's approval of Customer's credit.

(f) Unless otherwise stated, prices quoted are valid for thirty (30) days from the date of the Quotation.

**2. CHANGES, CANCELLATIONS.**

(a) Quotations provided by or orders accepted by Seller are not subject to changes or cancellation by Customer except with Seller's written consent and upon payment to Seller of Seller's cancellation charges. Any cancellation made not in accordance with this Paragraph 2 shall be deemed a default by Customer and Seller shall be entitled to those remedies provided herein.

(b) Changes and cancellations shall be subject to a restocking charge of not less than 25%. All returns for other than service shall be subject to a restocking charge of not less than 25%.

(c) Except as may otherwise be provided in the Quotation, Seller's Quotation is subject to change or rescission by Seller at any time prior to receipt of Customer's written acceptance of the Quotation.

**3. PRICES.**

(a) The price for the Products shall be as set forth in the Quotation ("Price"), but the Price does not include: (i) installation of any Products unless specifically included on the face of the Quotation; (ii) transportation of any Products unless specifically included on the face of the Quotation; (iii) any taxes or duties, including without limitation all sales, use and excise taxes, whether local, state and federal taxes imposed on or applicable to the Products, installation and freight ("Taxes"); (iv) any handling, rigging, uncrating, storage, or other charges incidental to shipment, delivery or installation of the Products, or (v) applications training unless specifically included on the face of the Quotation.

(b) Customer shall be responsible for all Taxes, and agrees to pay all such Taxes when due.

**4. TERMS OF PAYMENT.**

(a) Unless modified by the express terms of the Quotation or pursuant to Section 1(b), Customer shall pay Seller on the following schedule: Twenty percent (20%) of the aggregate Price upon Customer's acceptance of this Quotation (or acceptance of Customer's order by Seller, if applicable), seventy percent (70%) of the aggregate Price upon delivery of substantially all of the Products covered by this Quotation or by Customer's order, whichever is applicable, and the balance of ten percent (10%) of the aggregate Price upon the first to occur of (i) Customer's execution of Seller's Warranty/Acceptance form, or (ii) the satisfactory initial clinical use of the Equipment by Customer, its agents or employees. For purposes of this paragraph, "delivery of substantially all of the Equipment" shall mean delivery to the location specified by Customer of eighty percent (80%) of the dollar value of the Equipment.

(b) All payments will be made in U.S. Dollars in immediately available funds. Unless otherwise specified in writing, payments are due at the payment address indicated on Seller's invoice no later than (30) thirty days from the date of invoice. A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Customer's outstanding balance that is not paid within (30) thirty days after invoice date.

**5. THIRD PARTY ORGANIZATIONS.**

(a) In the event Customer has contracted with a third party management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization, group purchasing organization or the like ("Third Party Organization") for the purposes of centralized billing and management of Products provided to Customer, Seller agrees, per Customer's written request, to route invoices for payment for Products to such Third Party Organization, and accept payment from them on Customer's behalf. The written request must include company name, address, phone number, contact name, and effective date. Until Seller receives a written notification, Customer agrees to pay for all Products. Notwithstanding the above, Customer agrees that the Products provided by Seller are pursuant to the items and conditions set forth in this Agreement, and Customer guarantees the payment of all monies due or that may become due under this Agreement, in spite of any collateral obligations Customer may have with such Third Party Organization or any payment Customer has made to the Third Party Organization. To the extent that the Products Seller provides are not covered by Customer's arrangement with such Third Party Organization, Customer agrees to promptly pay for such Products on Customer's own account.

(b) Order of Precedence: Seller's Quotation and these Terms and Conditions supersede all prior agreements with respect to the Products, provided, however, if Customer is a qualified participant in a third party group purchasing organization (GPO) with which Seller has an active contract or other mutually-agreed arrangement (GPO

Agreement), the order of precedence among any conflicting terms and conditions applicable to the Products shall be (i) the terms of the GPO Agreement, (ii) the Quotation, and (iii) these Terms and Conditions.

**6. DELIVERY.**

Delivery terms for all purchases are understood to be FOB destination, unless otherwise specified in the accepted Quotation. Except for warranty obligations specifically identified herein, risk of loss passes to Customer upon delivery. Buyer shall have risk of loss in transit only in cases where shipment is made FOB Seller's or manufacturer's shipping point. Title to Equipment (excluding licensed intellectual property) will pass to Buyer upon Seller's receipt of payment in full.

**7. FREIGHT CLAIMS.**

(a) Damages or Shortages. Both Customer and the carrier shall examine the contents of shipments suffering visible damage or shortage, and both the carrier's copy and consignee's copy of the delivery receipt shall be endorsed as to damage or shortage. Customer will report all damages or shortages to Seller promptly (but no later than three (3) days of delivery), and request Seller's inspection of the Equipment in order to substantiate the proper amount of any damage. All damaged Equipment shall be held by Customer for disposition by the carrier and/or Seller. In no event shall any loss, damage, injury or destruction operate in any manner to release Customer from the obligation to make payments required herein.

(b) Filing Claims. If delivery is FOB destination, Seller shall file claims with the carrier within the period required by carrier, and Customer shall promptly provide to Seller copies of the following: (i) the original bill of lading; (ii) the original paid freight bill; (iii) the original invoice; (iv) the carrier's documents pertaining to the particular shipment involved; and, (v) such other documents as Seller or carrier may require. If delivery is FOB Seller's or manufacturer's shipping point, Customer shall be responsible for filing claims with the carrier, and shall contact its Seller representative and carrier for further instructions and administrative details in handling freight claims.

**8. INSURANCE.**

Customer shall at its expense keep the Equipment insured against all risks of loss from every cause whatsoever for not less than the full price stated in this Quotation or its replacement value, whichever is greater, until all payments for the Equipment (including the aggregate Price) have been received by Seller. Customer shall maintain liability insurance for bodily injury, property damage and personal injury in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All insurance shall be in a form and with a company reasonably satisfactory to Seller. Customer shall provide a Certificate of Insurance that names Seller as an additional insured, and provide an Evidence of Property Coverage that indicates Seller is named as Loss Payee on the Equipment. The proceeds of such insurance, payable as a result of the Product being lost, stolen, taken, destroyed or damaged, shall be applied, at the option of Seller, (1) toward the replacement, restoration or repair of the Product, or (2) toward payment of the Price and/or any and all other obligations of Customer under the Quotation or these Terms and Conditions.

**9. SITE PREPARATION AND INSTALLATION.**

(a) Customer shall be responsible for preparing its site for installation of the Equipment in accordance with the manufacturer's specifications, with applicable laws, rules, regulations and ordinances (collectively "laws"), and, if applicable, as specified in the Quotation. Customer shall provide an installation site that is safe, clean and suitable for the Equipment.

(b) Customer will provide to Seller (including its employees, agents and contractors) full, free, and immediate access to the installation site and a suitable, secure space for storage of the Equipment before and during installation work.

(c) Customer is responsible for moving the Equipment from its point of delivery or storage site to the installation site (the installation site shall hereafter sometimes be referred to as "Premises"). Any scaffolding, platforms, lifting equipment, rigging, radiation protection requirements, building alterations, fire safety requirements, climate controls, power supplies and requirements, line conditioners, step-up transformers, electrical circuits, warning lights, safety switches, power outlets, conduits, wiring (including interconnecting wiring), equipment control and/or power cable lengths in excess of manufacturer's standard supplied lengths, architectural and seismic preparations, structural support, lighting, utilities, plumbing, carpentry, or other modifications or work required by any applicable laws (including health and safety laws), by the manufacturer, or by Seller in connection with installation of the Equipment, will be provided by Customer at its own expense. All such installations shall be completed and available for use at the time Equipment is delivered.

(d) Customer shall be responsible for obtaining all required professional reviews, drawings, certifications, government consents and approvals (including building permits, health and public safety clearances and zoning) and all third party consents and approvals required for the purchase, installation, and use of the Equipment, as well as fulfilling any and all reporting requirements for any regulatory activity performed by persons other than Seller's authorized personnel. Seller will only report activity performed by its authorized personnel.

(e) If applicable, Customer will, at its expense, provide DICOM 3.0 Storage Service Class User functionality on all modality equipment from which the Equipment is to receive exam images in DICOM 3 format. Customer will, at its expense, provide DICOM 3.0 Modality Worklist Service Class User functionality on all modality equipment to which Customer desires Modality Worklist Provider services to be provided by the Equipment. Customer will, at its expense, provide HL7 message streams containing ADT, Orders, and Results information.

(f) The Equipment will be installed during normal working hours. Installation shall be in conformity with manufacturer's specifications, and installation services will be considered complete and accepted upon completion of Seller's final calibration and checkout per Seller's procedures guidelines for the intended use of the Equipment, and verification that the Equipment substantially complies with the manufacturer's published performance specifications.

(g) Acceptance of the Equipment will occur upon the first to occur of: (i) Customer's execution of Seller's Warranty/Acceptance form, or (ii) the satisfactory initial clinical use of the Equipment by Customer, its agents or employees.

► Customer's Initials \_\_\_\_\_ ◀

(h) The installation price quoted includes only those services specifically described in the Quotation or herein, and does not include any additional time required or delay(s) experienced in installing the Equipment resulting from the condition or location of the Premises, the condition or location of power supplies, outlets, switches, conduits, wiring, or circuits, delay(s) in completing site preparation, the failure or non-occurrence of any obligation of Customer, or any other cause(s) which are not within the scope of Seller's installation responsibilities. Any labor and/or material costs in excess of standard installation services and any overtime incurred by Seller employees in respect to such additional time required or delay(s) experienced (as well as any extra labor or overtime work performed at the request of Customer) will be invoiced to Customer and paid at then-prevailing Seller demand service rates.

(i) If trade union obligations of Customer preclude Seller from performing installation and connection of the Equipment, Customer shall make all required arrangements with trade union(s) to enable Seller to complete its installation and connection of the Equipment. Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Equipment to existing wiring. Any additional cost related to such labor issues will be the responsibility of Customer.

(j) SELLER OFFERS NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE PREMISES (OR THE UTILITIES AVAILABLE AT THE PREMISES) ON OR INTO WHICH THE EQUIPMENT IS TO BE INSTALLED, USED, OR STORED. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS AGAINST ANY LOSS, DAMAGE, OR CLAIM ARISING OUT OF THE CONDITION OF SUCH PREMISES (OR UTILITIES).

#### 10. CREDIT TERMS, SECURITY AGREEMENT, AND CUSTOMER DEFAULT.

(a) Seller may establish or change the credit and payment terms extended to Customer when in Seller's sole opinion Customer's financial condition or previous payment record warrants such action. Customer's signature on this Quotation constitutes an agreement to honor the credit and payment terms so established or changed. Customer will provide promptly upon request such financial information as may be requested by Seller to complete its credit review of Customer.

(b) The Equipment shall be and remain personal or moveable property notwithstanding its mode of attachment to realty or other property.

(c) In signing this Quotation, Customer grants to Seller a purchase money security interest in all of the Equipment identified herein until Seller has received the aggregate Price for all the Equipment. Customer agrees to secure, to sign, and to deliver such promissory notes, security agreements, financing statements, landlord and mortgage waivers, and other documents as may be required by Seller, or by any of Seller's assignees, to evidence or to perfect the security interest in the Equipment (if the Equipment is to be delivered in Louisiana, Customer hereby grants Seller, and to Seller assignees, a vendor's lien against the Equipment and agrees to sign such documents as may be required to perfect such lien). Where permitted by applicable law, Customer's signature on this Quotation constitutes authorization for the employees or agents of Seller, or of Seller's assignees, to execute and file financing statements (and any amendments thereto) and other documents on behalf of Customer in order to perfect the security interest in the Equipment, as long as any balance is due hereunder.

(d) Default. If Customer does not pay any amount when due or does not meet any of its other obligations hereunder, then (in addition to any other remedies available at law or in equity) Seller may accelerate any balance due and require immediate payment thereof, may cease any and all work under this or any other contract with Customer (including without limitation providing service for the Equipment), may enter Customer's premises peacefully and remove any Equipment purchased hereunder inoperable, may repossess the Equipment, and may charge Customer for all costs incurred by Seller in repossessing, removing, transporting, reconditioning, storing, and reselling the Equipment. All costs of repossessing, removing, transporting, reconditioning, storing, and reselling the Equipment, and any other associated costs, will be added to the unpaid balance owed by Customer and proceeds from the sale of the Equipment will be first applied against such costs. Customer will remain liable for any deficiency that remains after such resale, and Seller will return to Customer any net proceeds in excess of Customer's unpaid balance.

(e) In any action initiated to enforce the terms of this Agreement following Customer's default, Seller shall recover as part of its damages, all costs, expenses, and attorney fees incurred in connection with such action.

(f) Until Customer has paid in full for the Equipment, Customer will keep the Equipment free and clear of all claims, liens, security interests or other encumbrances. Customer will not in any other manner attempt to dispose of the Equipment or, without Seller's written consent, remove the Equipment from the installation site until Customer has paid in full for the Equipment.

#### 11. WARRANTY, DISCLAIMERS AND LIMITATIONS ON LIABILITY.

(a) Seller warrants that it shall have good and marketable title to the Equipment and that the same shall be transferred to Customer free and clear of any and all mortgages, liens, and encumbrances (except the purchase money security interest retained by Seller as provided in Paragraph 10(c) above).

(b) Seller provides specific warranties with respect to Equipment it manufactures. Other Equipment is covered by warranty terms extended by the manufacturers or suppliers of such Equipment, copies of which are either attached hereto or are available from Seller upon written request. Customer's sole source of warranty for Equipment manufactured by persons other than Seller or its affiliates, if any, is the original manufacturer's warranty.

(c) No warranty extended by Seller shall apply to any Equipment that has been modified, altered, or repaired by persons other than those authorized or approved by Seller, or to Equipment sold as "used." Seller's obligation under this warranty is limited to labor hour costs only, and does not cover costs of parts or travel and lodging costs.

(d) Seller warrants that services provided hereunder shall be free from defects in workmanship under normal use and service for the warranty period specified on the Quotation. Seller will provide warranty services on third party hardware and software.

(e) Seller's warranty does not apply to consumable materials, unless specifically stated in writing, nor to products or parts thereof manufactured by Customer. Preventative or routine maintenance is specifically excluded for the Equipment sold under this Agreement, and is not included under the Equipment warranty.

(f) Warranty services will be provided during normal business hours. Warranty services provided at night, on weekends and holidays will be charged at Seller's then-current hourly rate for such times, if warranty services are performed during these times at the request of Customer.

(g) THE WARRANTIES REFERENCED IN THIS SECTION ARE GIVEN EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ON THE PART OF SELLER. SELLER NEITHER GIVES NOR ASSUMES (NOR HAS SELLER AUTHORIZED ANY PERSON TO GIVE OR ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT. IN THE EVENT OF ANY BREACH OF THE MANUFACTURER'S OR SUPPLIER'S WARRANTY, SELLER'S SOLE OBLIGATION SHALL BE TO PROVIDE THE WARRANTY SERVICE DESCRIBED ABOVE.

(h) SELLER SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT OR ITS (OR THEIR) SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE. IF CUSTOMER TRANSFERS TITLE TO OR LEASE THE PRODUCTS SOLD UNDER THIS AGREEMENT TO ANY THIRD PARTY, CUSTOMER AGREES TO OBTAIN FROM SUCH THIRD PARTY A COMMITMENT AFFORDING SELLER THE PROTECTIONS ENUMERATED HEREIN.

(i) IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE EQUIPMENT WITH RESPECT TO WHICH A CLAIM IS MADE (OR THE INSTALLATION PRICE IF A CLAIM IS MADE WITH RESPECT TO INSTALLATION WORK), REGARDLESS OF WHETHER SUCH CLAIM IS BROUGHT AT LAW OR IN EQUITY AND REGARDLESS OF WHETHER SUCH CLAIM IS BROUGHT UNDER CONTRACT, BREACH OF WARRANTY, TORT OR ANY OTHER THEORY OF LAW OR EQUITY.

#### 12. EQUIPMENT OPERATION.

(a) Customer agrees that all Equipment purchased hereunder shall be operated exclusively by duly qualified technicians and/or licensed physicians in a safe and reasonable manner in accordance with manufacturer's instructions and for the purpose for which the Equipment was intended, and in compliance with the standards of the National Bureau of Standards and the Department of Health, Education and Welfare, as revised from time to time.

(b) Customer agrees to indemnify and hold Seller and Seller's officers, directors, employees, agents and subcontractors harmless from and against any causes of action, judgments and costs, including reasonable attorney's fees arising out of or in connection with the selection, use, operation and/or modification of the Equipment by Customer.

#### 13. FORCE MAJEURE/SHORTAGE.

(a) Seller shall not be liable for any delay or default caused by events beyond its control, including but not limited to any acts of God, acts of third parties, acts of Customer (or any of the Customer's employees, agents or representatives), acts of civil or military authorities, fire, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, unavailability of water, transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond Seller's control. The time for performance of Seller's obligations hereunder shall be extended for a commercially reasonable period of time in the event of any delay or default for such cause(s).

(b) Seller reserves the right to allocate its available resources (including labor, service, Equipment) among its customers, on such basis as Seller may deem fair and practical, without liability for any resulting failure or performance.

#### 14. MISCELLANEOUS.

(a) Seller (or Seller's suppliers or manufacturers of the Equipment) may change the construction, design, or configuration of the Equipment without notice to Customer as long as the general function of the Equipment is not thereby altered.

(b) The Quotation and these Terms and Conditions may not be modified or amended except by a writing signed by an authorized representative of Seller.

(c) These Terms and Conditions are to be interpreted and enforced under the laws of the State of Ohio without regard to principles of choice of law.

(d) The invalidity or unenforceability of any provision hereof will not affect any other provision, and all Terms and Conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted.

(e) Course of dealing, prior dealings, industry standards and customary practice shall not serve as references in interpreting this Agreement.

(f) The failure of Seller at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these Terms and Conditions. Clerical errors are subject to correction.

(g) Customer's obligations hereunder are independent of any other obligations Customer may have under any other quotation, order, contract or account with Seller. Customer will not exercise any right of offset with respect to any right, obligation, or agreement between Customer and Seller.

(h) Any drawings, data, designs, workflow processes, implementation strategies, or other technical information supplied by Seller to Customer in connection with the sale of the Products are confidential ("Confidential Information") and will be held in strict confidence by Customer. Confidential Information will not be reproduced or disclosed to others without Seller's prior written consent.

(i) Equipment delivered by Seller to Customer may contain software supplied by third party software providers. Customer agrees to abide by any Software License Agreement provided by said third parties.

(j) The Quotation and these Terms and Conditions may not be assigned by Customer, in whole or in part, without the prior written consent of Seller.

(k) In the event of conflict between these Terms and Conditions and the Quotation, the terms of the Quotation will control.

► Customer's Initials \_\_\_\_\_ ◀

## X-RAY UNIT COMPARISON

MinXray high frequency portable medical x-ray units offer the highest power-to-weight ratios available from any manufacturer. The **HF120/60HPPWV PowerPlus™** or **HF100H+** when mounted on an **XGS MKIV** stand are designed for use by mobile imaging providers, military applications, disaster relief, forensics, athletic events or anywhere an x-ray machine must be brought to a patient. Rugged, dependable MinXray equipment is capable of all routine radiographic views. Detailed images of chest, abdomen, skull, spine and extremities are easily obtained with short exposure times on ambulatory and non-ambulatory patients.

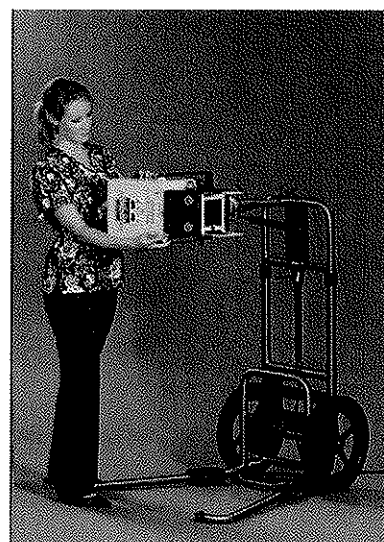
Unit	Output - kVDC	Output - mA	Weight
<b>HF120/60HPPWV PowerPlus™</b>	40-120	60-20	38.6 lb (17.5 kg)
<b>HF100H+</b>	40-100	30-20	45.5 lb (20.7 kg)

*Geographic location may affect product availability*

### *X* **HF120/60HPPWV PowerPlus™**

For maximum power, MinXray's **HF120/60HPPWV PowerPlus™** portable x-ray unit is the unit of choice. The breakthrough electronic design of this unit makes it the most powerful portable x-ray unit pound-for-pound available today. The total weight of the system, including the innovative **XGS MKIV stand**, is 96.5 lb. (43.8 kg). The **HF120/60HPPWV PowerPlus™** produces up to 120 kVDC and over 200 mAs. This unit also features 5 memory stations to store and easily recall frequently used exposure techniques. Never before has so much power been available in a portable x-ray unit.

*X-ray unit and stand sold separately.*



### **HF100H+**

MinXray's **HF100H+** portable x-ray unit offers variable mA - 30, 25 and 20 - in a kV range of 40 - 100. This CPU controlled unit provides for optimum accuracy of output and features 5 memory stations for easy storage and recall of frequently used exposure techniques. When mounted to MinXray's **XGS MKIV** stand the **HF100H+** is easily transported between job sites and positioned for imaging.

*X-ray unit and stand sold separately.*



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WEST VIRGINIA  
STATE TAX DEPARTMENT  
**BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
MERRY X-RAY CHEMICAL CORPORATION  
1441 E 17TH ST  
CLEVELAND, OH 44114-2012

BUSINESS REGISTRATION ACCOUNT NUMBER: 1052-8573

This certificate is issued on: 07/8/2010

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.