

OLYMPUS

September 16, 2010

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# WEH11038

Dear Ms. Wagner:

Olympus America Inc. ("Olympus") is pleased to provide pricing for those items listed in your Request for Quotation (RFQ).

The Olympus proposal response is proprietary and confidential and has been prepared exclusively for Welch Community Hospital's consideration. The RFQ response, including pricing may not be disclosed to third parties without advance written consent of Olympus.

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 be advised that Olympus' response is for information purposes only and no agreement shall exist between the two (2) parties until definitive terms and conditions have been negotiated, reviewed, and executed by authorized signatories.

In addition to the revisions and notes included in the RFQ, kindly note the following clarifications to the Welch Community Hospital, RFQ, which are incorporated into the RFQ and made a part thereof:

1. The quotation shall be predicated on the terms and conditions of Olympus America Inc. – Premier Purchasing Partners Purchasing Agreement (#PP-OR-505 Expires 12/21/2011). For those items denoted with an asterisk (*), the Olympus America Inc. Terms and Conditions of Sale shall apply.

General Terms & Conditions

2. Section 5. – Vendor standard payment terms are net 30 days from date of invoice.
3. Section 9. – This Section shall be modified as follows "The Director of Purchasing may cancel any Purchase Order/Contract prior to delivery with written notice to the seller".
4. Section 13 HIPPA BUSINESS ASSOCIATE ADDENDUM – If applicable, Vendor will sign a Business Associate Agreement mutually agreed upon by both parties.

OLYMPUS AMERICA INC.

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

21.09.2010 10:04
WV PURCHASING DIV.

OLYMPUS

5. Section 14 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”.
6. Section 15 LICENSING – In the first sentence delete each occurrence of “and local laws”.
7. Section 16 ANTITRUST – Delete the first paragraph in its entirety.

Instructions to Bidder

8. Section 3. - Shipping terms are F.O.B. Shipping Point, freight pre-paid and added to customer invoice.

General Information

9. Purpose: Please note the item OEV-191H has been discontinued. The specifications for the OEV-261H have been provided in its place.
10. Section 7. 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. Equipment set-up and end-user training will be provided at a date and time as mutually agreed upon by Welch Community Hospital and Vendor.
11. Section 9. Warranty – Please see attached Limited Warranty.
12. Section 10. Payment – Vendor standard payment terms are net 30 days from date of invoice.

Purchasing Affidavit

In the closing paragraph after “acknowledges” insert “that, to the best of Vendor’s knowledge,”

Please feel free to contact Olympus Sales Representative, Dallas Kelley; at (304) 561-7749 should you require additional information or assistance.

Sincerely,



Kazuhiro Watanabe
Executive Vice President, Treasurer & CFO

OLYMPUS AMERICA INC.

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



State of West Virginia
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 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

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 WEH11038

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 804-558-0067

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
08/26/2010				

BID OPENING DATE: 09/22/2010 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 PER THE ATTACHED SPECIFICATIONS.	21,527	21,527
0002	1	EA		410-60 OLYMPUS CLV-180 EVIA EXERA II XENON LIGHT SOURCE OR EQUAL.	12,231.25	12,231.25
0003	1	EA		410-60 OEP-4 OLYMPUS HIGH DEFINITION (HD) COLOR PRINTER OR EQUAL.	7,681.03	7,681.03
0004	1	EA		410-60 OEV-191H 19 INCH HIGH DEFINITION LCD SCREEN OR EQUAL DEV-2614 26" FULL HD LCD MONITOR OR EQUAL.	7,410.00	7,410.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 484 896-5200 DATE: 9/22/10

TITLE: E. V. TREAS. & CFO FEIN: 11-2416961 ADDRESS CHANGES TO BE NOTED ABOVE

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

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **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.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

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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	FOB	FREIGHT TERMS
08/26/2010				

BID OPENING DATE: 09/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	1	EA		410-60 OLYMPUS PCF TYPE H180AL/1 EVIS EXERA II VIDEO COLONSCOPE OR EQUAL.	37,280.85	37,280.85
0006	1	EA		410-60 OLYMPUS GIF-H180 EVIS EXERA II VIDEO GASTROSCOPE OR EQUAL.	31,889.32	31,889.32
0007	1	EA		410-60 MAJ-884 PRINTER CABLE SET OR EQUAL OL-0015-02 ROLL STAND	403.14 850.25	403.14 850.25
0008	1	EA		410-60 DELIVERY & SET UP FEE FREIGHT	570.63	570.63

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 484-896-5000 DATE: 9/20/10

TITLE: EXEC VP TREAS & CFO FEIN: 11-2416961 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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VENDOR

*709002256 02 724-714-2912
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 09/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0009	1	EA		410-60	N/C	N/C
IN-SERVICE TRAINING FEE						
0010	1	EA		410-60	6,438.49	6,438.49
YEAR 1 WARRANTY/MAINTENANCE - FULL SERVICE						
ENDOSCOPY REPAIR CONTRACT OR EQUAL.						
0011	10	EA		410-60	210.38	*2,103.80
COLOR PRINTING PACK (200 SHEETS PICTURE PAPER & 1						
COLOR PRINTER CARTRIDGE PACK) OR EQUAL.						
<p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, WELCH COMMUNITY HOSPITAL, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A NEW ENDOSCOPY SYSTEM PER THE ATTACHED SPECIFICATIONS.</p> <p>* THIS COST DOES NOT REFLECT THE COST OF FREIGHT AND IS SUBJECT TO THE PRICE TERMS OF THE PREMIER PURCHASING AGREEMENT PD-06-505 EXP. 12/31/2011</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE 484-896-9000 DATE 9/20/10

TITLE EXEC VP, TREAS & CFO FEIN 11-2416961 ADDRESS CHANGES TO BE NOTED ABOVE

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 304-558-0067

VENDOR

*709002256 02 724-714-2912
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTANCE 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 SECITON 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>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.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE INCLUDE A CONVENIENCE COPY.</p> <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: ROBERTA WAGNER-FILE 22</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	484-896-5000	9/20/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
WELCH TREAS & CFO	11-2416941	

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



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 Charleston, WV 25305-0130

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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

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 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/26/2010				

BID OPENING DATE: 09/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
RFQ. NO.: WEH11038 BID OPENING DATE: 09/22/2010 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 484-896-7112 CONTACT PERSON (PLEASE PRINT CLEARLY): ELLEN STAHLY 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. WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 09/07/2010. 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 A. WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	484-896-5000	9/20/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
EXEC VP TREAS & CFO	11-2416961	

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



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 Charleston, WV 25305-0130

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

TODAY

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

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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
08/26/2010				

BID OPENING DATE: 09/22/2010 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 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
***** THIS IS THE END OF RFQ WEH11038 ***** TOTAL:						128,385.96

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:

TELEPHONE: 484-896-5205 DATE: 9/20/10

TITLE: EXEC VP TREAS & CFO FEIN: 11-2410961

ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL INFORMATION

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State on behalf of the West Virginia Department of Health and Human Resources, Bureau of Behavioral Health and Health Facilities "Agency" is soliciting Quotations to purchase one (1) new 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 colonoscope 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 for Welch Community Hospital.

Project:

The mission or purpose of the project is to purchase one (1) new 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 colonoscope 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 for Welch Community Hospital.

OPERATING ENVIRONMENT

Location:

Agency is located at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

Background:

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves several counties in southern West Virginia, including McDowell, Wyoming and Mingo with a total market population of about 83,000.

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 at least 1.2x and up to 2.0x.
 - D. Must have HD/SD serial digital interface.
 - E. Must have digital to digital video recording capabilities.

- 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.

- 3. OEP-4: Olympus HD color printer or equal**
 - A. Must include printer cables.
 - B. Must include upon order request color printing pack for HD color printer (200 sheets picture paper and 1 color print cartridge pack included).

- 4. OEV-191H:19 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

- 5. 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-flexible portional diameter of at least 12.8mm.
 - E. Must have wide-angle view minimum 140 degree, up to 180 degree.
 - F. Must be at least 12.8 mm diameter.

- G. Must have at least 3.7mm channel.
- H. Must have at least 170 degree field of view.
- I. Must have at least 168 cm working length.
- J. Must have angulation of at least 180 degrees/180 degrees (up/down) and at least 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.

6. 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 flexible portional diameter of at least 12.8mm
- E. Must be at least 9.8 mm diameter.
- F. Must have at least 2.8 mm channel.
- G. Must have at least 140 degree field of view.
- H. Must have at least 103 cm working length .
- I. Must have angulation of at least 210 degree/90 degrees (up/down).
- J. Must be able to move at least 100 degrees/100deegrees (right/left).
- K. Must include biopsy forceps FB-220K (2pcs.) or equal.
- L. Must include mouthpiece MB-142 (2pcs.) or equal.

7. Delivery, Installation, and In-service Training

- A. Delivery shall be within Thirty (30) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup and install the equipment and provide One day basic 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.

8. 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.

9. Warranty:

Equipment valued over \$1000.00 must have pricing for One (1) year warranty. Items valued under \$1000.00 ea, ie... cables, etc. will be sufficient with manufacturer 90 day warranty.

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.

**WEH11038
COST PROPOSAL**

Description	Amount
1. Olympus CV-180 Evis Exera II video system center or equal.	\$ <u>21,527.00</u>
2. Olympus CLV-180 Evis Exera II Xenon light source or equal.	\$ <u>12,231.25</u>
3. OEP-4 Olympus High Definition (HD) color printer or equal.	\$ <u>7,681.23</u>
4. OEV-191H 19 inch high definition LCD screen. <i>DEV-2614</i>	\$ <u>7,410.00</u>
5. Olympus PCF type H180AL/I Evis Exera II video colonoscope or equal.	\$ <u>37,280.85</u>
6. Olympus GIF-H180 Evis Exera II video gastroscope or equal.	\$ <u>31,889.32</u>
7. MAJ-884 printer cable set or equal	\$ <u>403.14</u>
8. Delivery & Set up Fee. <i>FREIGHT</i>	\$ <u>570.63</u>
9. In-service Training Fee.	\$ <u>NIC</u>
<i>OL-0015-02 ROLL STAND</i>	\$ <u>850.25</u>
10. Year 1 Warranty/Maint Full-Service endoscopy Repair Contract.	\$ <u>6438.49</u>
Total	A. \$ <u>126,282.16</u>

Description	Estimated Annual Annual Usage	Price Per Package	Estimated Annual Cost
11. Color printing pack. (200 sheets picture paper & 1 color printer cartridge pack)	<u>10</u>	\$ <u>210.38</u>	B. \$ <u>2103.80</u>
Grand Total			A+B \$ <u>128,385.96</u>

** THIS COST DOES NOT REFLECT THE COST OF FREIGHT AND IS SUBJECT TO THE PRICE TERMS OF THE PRELIMINARY PURCHASING AGREEMENT # PP-02-505 FPA 12/31/2011.*

RFQ No. WEH11038

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.
, that to the best of Vendor's knowledge,

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Olympus America Inc.

Authorized Signature: [Signature] Date: 9/20/10

State of Commonwealth of Pennsylvania

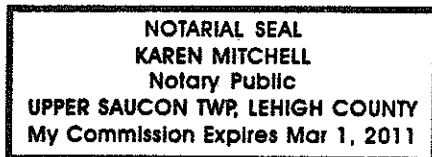
County of Lehigh, to-wit:

Taken, subscribed, and sworn to before me this 20th day of September, 2010.

My Commission expires March 1, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC Karen Mitchell



N/A

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: _____ Signed: _____
Date: _____ Title: _____

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



Your Vision, Our Future

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

QUOTATION
NO. 181514-Q0-0
Please refer to this number on all
correspondence, or other communications

CUSTOMER INFORMATION		OLYMPUS SALES REP.	
Customer: Welch Emergency Hospital Attention: Valued Customer Address: 454 McDowell St. Welch, WV 24801 Phone: (000) 000-0000 Fax: (000) 000-0000 E-Mail:		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: 09/15/2010		Expires: 9/30/2010	
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 '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.	181514-Q0-0
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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	21,527.00	1 ea	21,527.00
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	12,231.25	1 ea	12,231.25
3	OEP-4: Olympus HD color printer	8,350.00	7,681.23	1 ea	7,681.23
4	OEV-261H: OLYMPUS 26" FULL HD LCD MONITO	7,800.00	7,410.00	1 ea	7,410.00
5	GIF-H180: EVIS EXERA II High-Definition, Narrow Band Imaging compatible, close focus, video gastroscope with full screen HDTV 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.	35,700.00	31,889.32	1 ea	31,889.32
6	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.	42,000.00	37,280.85	1 ea	37,280.85
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.	440.00	403.14	1 ea	403.14
8	OL-0015-02: GCX STD ROLLSTAND 47-61.5" 25# MAX W/PWR SPLY HOLSTER & CORD	895.00	850.25	1 ea	850.25
9*	FREIGHT: shipping, and/or handling charges. Expedited freight will incur additional charges.	570.63	570.63	1 ea	570.63



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TEL: (800) 848-9024
FAX: (800) 228-4963

QUOTATION	
NO.	181514-Q0-0
Please refer to this number on all correspondence, or other communications	

- 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:	\$132,655.63
Your Total Price:	\$119,843.67

OLYMPUS

9/15/10

QUOTATION NUMBER
F- 37-00077-2

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: 800-848-9048 Weekdays 7am - 8pm EST; 877-624-7267 All Other Times
- 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.

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: 37-00077-2
 Quote Date: 9/15/2010

ON-SITE BACK-UP UNITS

MODEL	SERIAL #	Condition	Notes

Pre-effective Inspection:

Pre-effective Check Date: _____	Discounted Pre-Effective Total Cost: \$ -
Performed By: _____	List Price, Pre-Effective Date Repairs: \$ -

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							
7							
8 OEV-261H		New	Electronics				
9							
10							
11							
12							
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15							
16							
17							
18							
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20							
21							
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23							
24							
25							

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's 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 section 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.

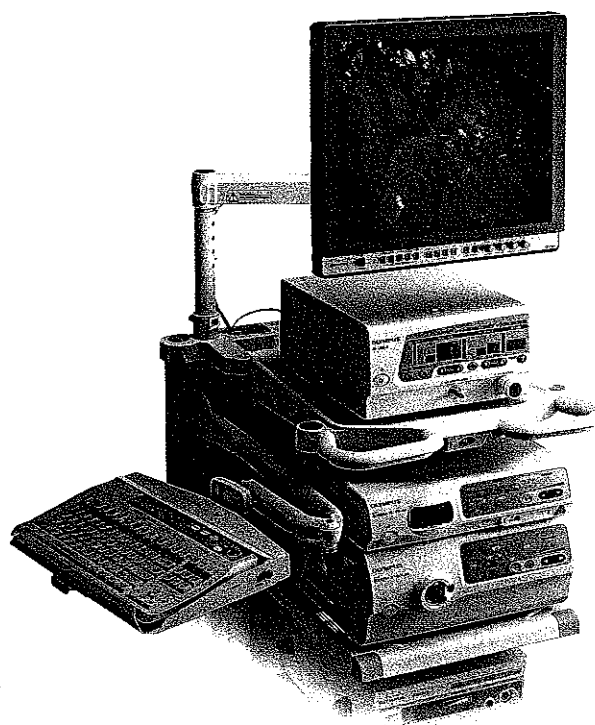
OLYMPUS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED HEREIN AND THE EQUIPMENT, COMPONENTS, SUPPLIES, 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.

Universal Platform

Comprehensive, versatile, and sophisticated, EVIS EXERA II is the ultimate endoscopic platform for every application



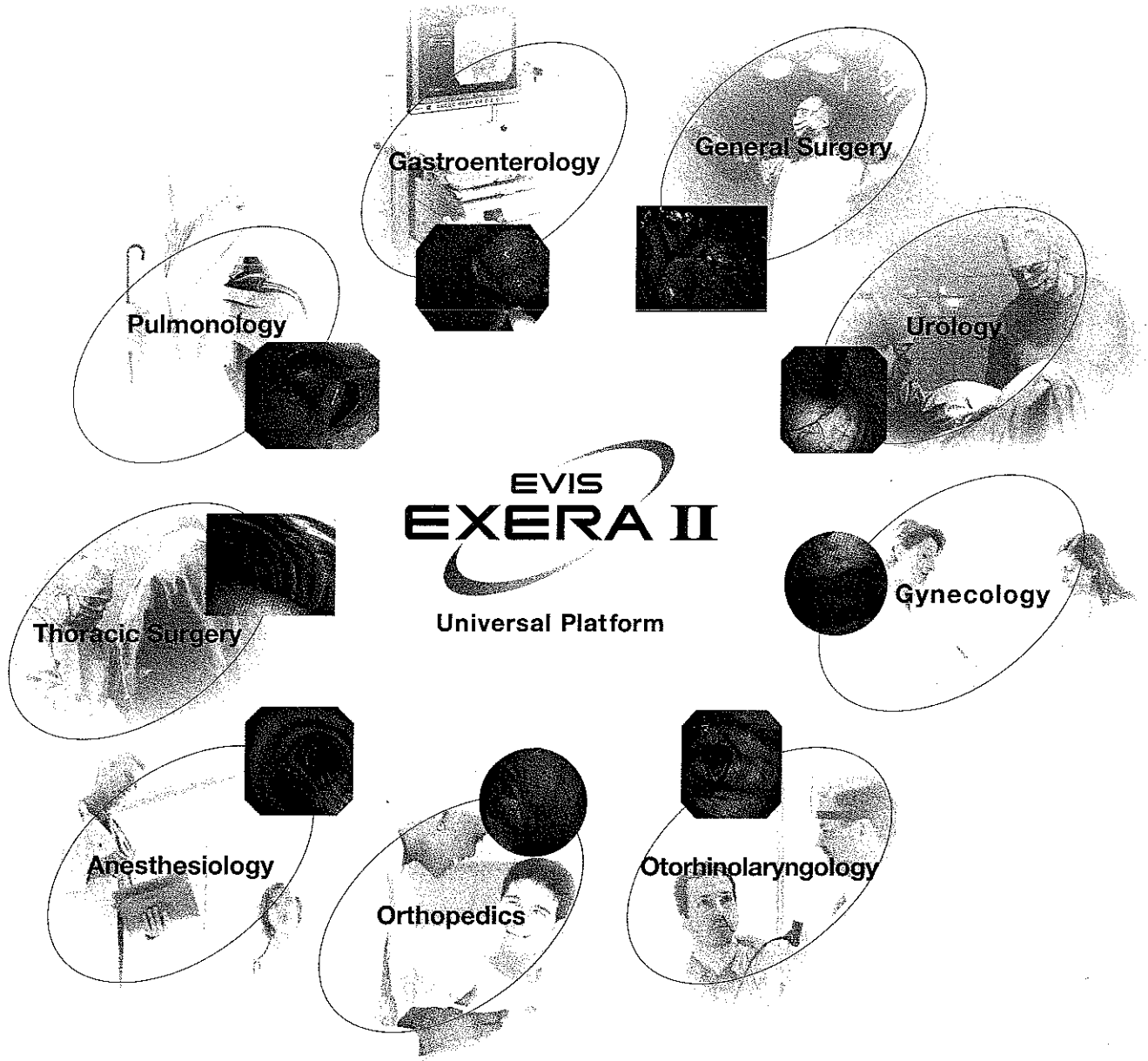
Our most versatile endoscopic video system ever, EVIS EXERA II from Olympus encompasses every endoscopic application, in every medical environment. Establishing for the first time a truly universal platform that provides access to the latest developments in video imaging to all medical fields where endoscopes are used, EVIS EXERA II offers an array of advanced yet practical functions that include HDTV, new image processing technologies, autoclavability, integration, and more. Fulfilling the needs and aspirations of all practitioners, EVIS EXERA II's standardization offers efficiency savings too, with high levels of reliability, one universal operating interface for easy staff training, and true flexibility of deployment throughout the hospital.

What is EXERA II

The predecessor of EVIS EXERA II, EVIS EXERA was developed to set a new standard of excellence in endoscopic technology. The name "EXERA" stands for excellent era, as it was truly the beginning of new era of excellence in endoscopy. Now with the new EVIS EXERA II, that era of excellence is evolving to even higher levels.

One System That Does It All

No matter what the medical speciality, EVIS EXERA II promises physicians and surgeons the maximized performance they need to provide optimal medical care to their patients.



And All the Functionality a Clinician Could Ask For

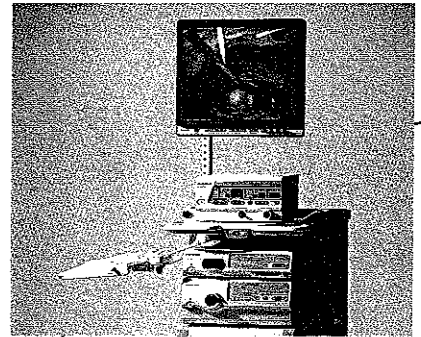
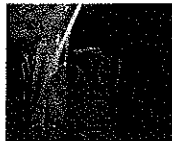
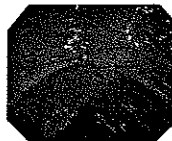
EVIS EXERA II epitomizes Olympus's long-standing commitment to the development of breakthrough endoscopic products. Equipped with the most advanced functions Olympus has to offer, EVIS EXERA II is everything you could ask for, promising a new experience in performance, functionality, and usability.

HDTV High-definition imaging



EVIS EXERA II is designed for the HDTV age. The 1080i HDTV display standard offers breathtaking clarity and far greater textural detail. In the endoscopy field, HDTV holds the future. In the world at large, it is already widely adopted for HDTV broadcast television and will soon become the display standard in every home.

HDTV image

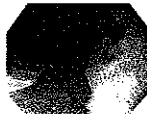


New Image New image processing technologies



NBI image

Olympus has included in EVIS EXERA II powerful new image processing functions. NBI (Narrow Band Imaging) exploits particular characteristics of the interaction of light with tissue and enhances visualization of surface tissues for GI applications. It offers the exciting potential to enhance our ability to detect lesions in the colon which may improve treatment outcomes. *NBI function is only available in GI application.



EXERA II
Universal

Autoclave Built for today's CDS requirements

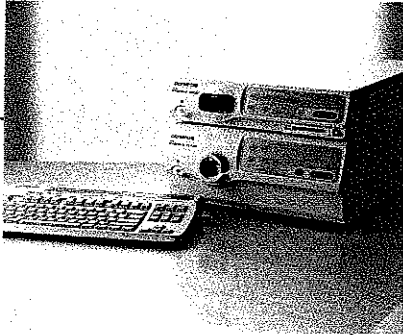


With ever greater attention given to infection control and cleaning, disinfection, and sterilization procedures, it is vital that the equipment should be durable enough to withstand the rigorous processes used to ensure patient safety. Olympus rigid endoscopic equipment, including many of our camera heads and the HD EndoEYE, is specifically designed and proven to be fully autoclavable, with continued high performance over years of use.



Compatibility

Multiple camera capability



EVIS EXERA II accommodates the requirements of all specialties, from the single CCD compact pendulum camera head so appreciated by the urologist, to the autoclavable integrated 3CCD camera used in orthopedics, to video laparoscopy and flexible video endoscopy and GI videoendoscopy in all its forms. A TRUE UNIVERSAL PLATFORM.

Digital Solution

A practical digital solution



EVIS EXERA II is equipped with a built-in memory card slot to enable easy image export to PCs. Digital video output is also provided, so video images can be recorded on a connected digital recording system and high-quality HDTV signals can be sent to the monitor without signal degradation.

IS
RA II

Platform

Service

Efficient resource management and service provision

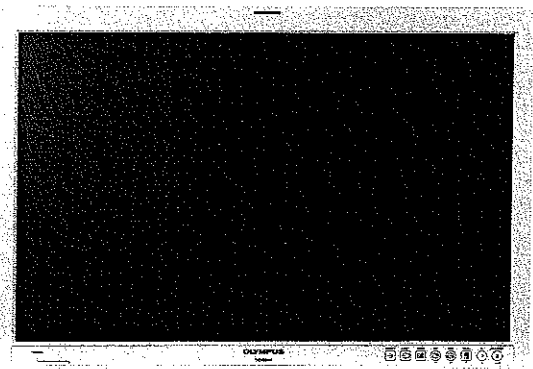


Because one system is used throughout the facility, there is no need for staff to master different operating systems. Meanwhile, the equipment itself can be deployed more flexibly, improving efficiency of utilization. Furthermore, standardization streamlines maintenance provision, reducing infrastructure costs and improving efficiency for service provider and customer alike.

The Ideal Match for Your Olympus Endoscopes

Superb full high definition imaging capability

- 26 inch full HD LCD panel (WUXGA 1920x1200) with a 16:10 aspect ratio and high contrast and wide viewing angle reproduces the sharpest possible images.
- Color tones are completely calibrated for use with Olympus' flexible endoscopes, surgical camera heads and EndoEYE video laparoscopes.
- Based on user preference, adjustable image size by using various scanning modes, synchronizing full height and full screen functionality.
- Multiple HD and SD inputs allow a wide range of video signals to be accommodated.
(HD/SD SDI (x2), VIDEO, Y/C, Analog RGB+EXT-Sync, HD15, DVI (x2))
- Improve procedural efficiency and reduce preparation time with ten preselected settings and twenty user-selectable settings at the touch of a button.

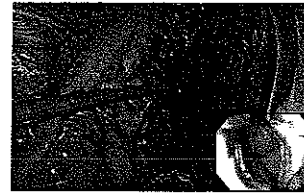


HIGH DEFINITION LCD MONITOR
OEV261H

Imaging convenience and flexibility

- Multi-modality display capability, including Picture-in-Picture (PIP) and Picture-out-Picture (POP) for viewing side-by-side split screen images. With the touch of a button on the front of the monitor, scroll through the various image size combinations available in PIP and POP modes.
- Image quality and gamma correction can be separately adjusted for each PIP or POP screen, which realizes better image combination among different modalities such as GI endoscopes, EUS, ScopeGuide™ and laparoscopes.
 - Images from any modalities with compatible outputs can be shown on the OEV261H.
 - Any image combination from compatible modalities can be selected for PIP or POP function.
- 180° rotation display and mirror display modes are also available, allowing for customizable orientation based on user preference.

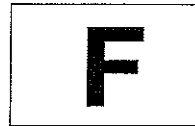
Picture-in-Picture (PIP)



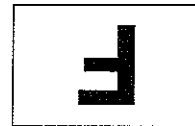
Picture-out-Picture (POP)



Rotating / Mirroring display



Normal



180° Rotation



Mirror

Main Specifications

Model name	OEV261H	
LCD panel	Screen size	26 inches
	Display devices	a-Si TFT active matrix
	Resolution	1920 x 1200 dots (WUXGA)
	Contrast ratio	1000:1
	Aspect ratio	16:10
	Viewing angle	178° (Horizontal & Vertical)
	Number of colors	16.8 million
Size	Dimensions	599 (W) x 410 (H) x 100 (D) mm
	Weight	8.9 kg
	Dimensions (AC adapter)	232 (W) x 50.5 (H) x 177 (D) mm
	Weight (AC adapter)	1.7 kg
Power Supply	LCD monitor	DC IN: 24 V, 5.0 A 5 V, 0.03 A (supplied by AC adapter)
	AC adapter	AC IN: 100-240 V, 50/60 Hz, 1.6-0.8 A DC OUT: 24 V 5.0 A 5 V, 0.03 A
Input	HD/SD SDI (1) SDI (2)	BNC connector
	VIDEO	BNC connector
	Y/C	4-Pin mini-DIN

Input	Analog RGB + EXT-Sync/YPaPb	BNC connector
	HD15	D-SUB 15-Pin (x 1), VGA (640 x 480, fv = 60 Hz) SVGA (800 x 600, fv = 60 Hz), XGA (1024 x 768, fv = 60 Hz) WXGA (1280 x 768, fv = 60 Hz), SXGA (1280 x 1024, fv = 60 Hz) UXGA (1600 x 1200, fv = 60 Hz), WUXGA (1920 x 1200, fv = 60 Hz)
	DVI (1)	DVI-D connector, VGA (640 x 480, fv = 60 Hz), SVGA (800 x 600, fv = 60 Hz), XGA (1024 x 768, fv = 60 Hz), WXGA (1280 x 768, fv = 60 Hz), SXGA (1280 x 1024, fv = 60 Hz), UXGA (1600 x 1200, fv = 60 Hz), WUXGA (1920 x 1200, fv = 60 Hz), 480/59.94p, 576/50p, 720/59.94p, 720/60p, 1080/59.94i, 1080/60i, 1080/50i, 1080/59.94p, 1080/60p, 1080/50p
	DVI (2)	UXGA (1600 x 1200, fv = 60 Hz), WUXGA (1920 x 1200, fv = 60 Hz), 480/59.94p, 576/50p, 720/59.94p, 720/60p, 1080/59.94i, 1080/60i, 1080/50i, 1080/59.94p, 1080/60p, 1080/50p
Output	HD/SD SDI (1) SDI (2)	BNC connector With active-Through output and auto 75 Ω termination
	VIDEO	BNC connector With loop-Through output and auto 75 Ω termination
	Y/C	4-Pin mini-DIN With active-Through output and auto 75 Ω termination
	Analog RGB + EXT-Sync/YPaPb	BNC connector With loop-Through output and auto 75 Ω termination
	HD15	D-SUB 15-Pin Switched out
	DVI (1) DVI (2)	DVI-D connector Switched out
Remote	GPI connector	D-SUB 9-Pin
	RS-232C connector	D-SUB 9-Pin

All clinical images in this leaflet are simulated pictures.
Specifications, design and accessories are subject to change without any notice or obligation on the part of the manufacturer.

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OLYMPUS MEDICAL SYSTEMS CORP.
Shinjuku Monolith, 2-3-1 Nishi-Shinjuku, Shinjuku-ku, Tokyo 163-0914, Japan

For a complete listing of
sales and distribution locations visit:
www.olympus.com



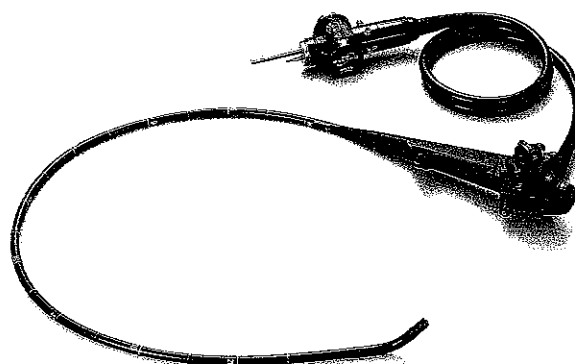
Main Features

- Narrow Band Imaging combined with high-resolution HDTV imaging and Close Focus enhance observation of the mucosa and capillaries.
- Close Focus for detailed observation without electronic magnification.
- Slim distal end and insertion tube diameters of 9.8 mm enable improved insertion capability.
- A wide range of instruments can be used with the generous 2.8 mm diameter channel.
- 4-way angulation (210° up, 90° down, and 100° right/left) enables comprehensive examination of the upper gastrointestinal tract.
- Extra-wide 140° field of view enables observation of a wide area.
- Ergonomically designed grip enhances scope maneuverability while easy-to-access knobs and user-selectable switches improve operability.
- Compatible with the CV-180.

- Scope ID function stores individual scope information in the built-in memory chip and displays it on the monitor, facilitating endoscopy suite management and making the scope ready for next-generation system expansion.

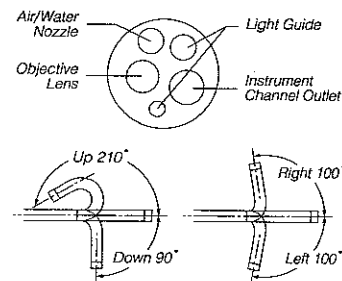


Start-up display



Specifications

Optical System	Field of view	140°
	Direction of view	Forward viewing
	Depth of field	2 to 100 mm
Distal End	Outer diameter	9.8 mm
	Insertion Tube	Outer diameter
Bending Section	Angulation range	Up 210°, Down 90°, Right 100°, Left 100°
Working Length		1030 mm
Total Length		1345 mm
Instrument Channel	Inner diameter	2.8 mm
	Minimum visible distance	3 mm from the distal end
	Endo therapy accessory entrance/exit position in field of view	



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OLYMPUS LATIN AMERICA, INC.
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OLYMPUS (BEIJING) SALES & SERVICE CO., LTD.
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OLYMPUS MOSCOW LIMITED LIABILITY COMPANY
117071, Moscow, Malaya Kaluzhskaya 19, bld. 1, fl.2, Russia
OLYMPUS AUSTRALIA PTY LTD
31 Gilby Road, Mount Waverley, VIC., 3149, Australia



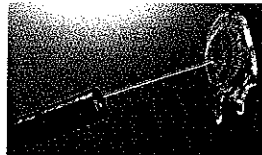
Main Features

- Narrow Band Imaging combined with high-resolution HDTV imaging* enhances observation of the mucosa and capillaries.

* Available only in combination with the CV-180, CLV-180 (CLV-160), and OEV191H.

- Close Focus enables an enlarged, close-up image to be obtained simply by moving the scope tip up to 2 mm from the site.
- Slim design with a diameter of 11.7 mm at the distal end and 11.8 mm at the insertion tube, incorporating a channel with 3.2 mm inner diameter for treatment and suction.
- Highly acclaimed innoflex Variable Stiffness capability enables insertion tube flexibility to be adjusted according to the patient's anatomy.
- Wide 140° degree field of view and extensive four way angulation (180° degree up/down and 160° degree right/left) for observation through all the contours of the colon.

- Auxiliary water jet enables mucus and debris in the colon to be washed away at a touch of a button on the scope or on the footswitch unit when the optional flushing pump is connected.

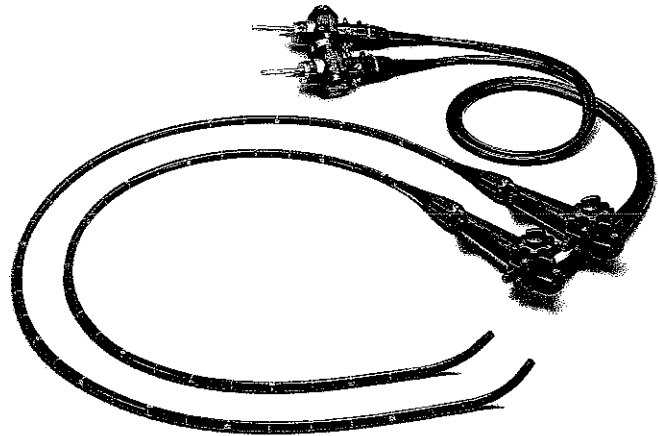


- Ergonomically designed grip enhances scope maneuverability while easy-to-access controls and user programmable switches improve operability.

- Compatible with the CV-180.
- Scope ID function stores individual scope information in the built-in memory chip and displays it on the monitor, facilitating endoscopy suite management.

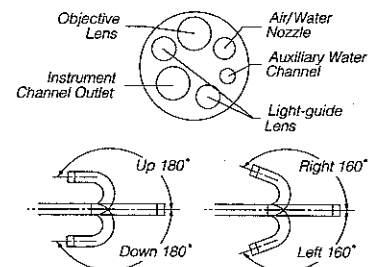


Start-up display



Specifications

Optical System	Field of view	140°
	Direction of view	Forward viewing
	Depth of field	2 to 100 mm
Distal End	Outer diameter	11.7 mm
	Insertion Tube	Outer diameter
Bending Section	Angulation range	Up 180°, Down 180°, Right 160°, Left 160°
Working Length		L:1680 mm, I:1330 mm
Total Length		L:2005 mm, I:1655 mm
Instrument Channel	Inner diameter	3.2 mm
	Minimum visible distance	3 mm from the distal end
	Endotherapy accessory entrance/exit position in field of view	



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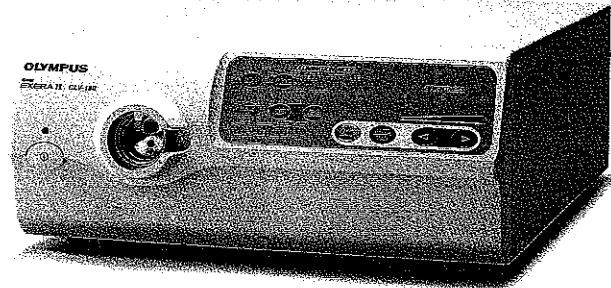
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117071, Moscow, Malaya Kaluzhskaya 19, bld. 1, fl.2, Russia
OLYMPUS AUSTRALIA PTY LTD
31 Gilby Road, Mount Waverley, VIC., 3149, Australia



Main Features

- Equipped with specially coated filters for NBI (Narrow Band Imaging). (Only for GI)
- Lamp can be turned on/off without turning off the equipment.
- Automatically adjusts light intensity to achieve ideal illumination for observation of the gastrointestinal tract.
- Powerful 300-watt xenon lamp.
- Backlit front panel indicators and controls improve operability.



Specifications

Automatic brightness control	Automatic brightness control method	Servo-diaphragm method	
Air feeding	Automatic exposure	17 steps	
Water feeding	Pump	Diaphragm type pump	
	Pressure switching	4-level available (off, low, mid, high)	
Indicators on front panel	Method	Air pressurization or detachable water container	
	Emergency lamp	It reports absence of emergency lamp, disconnection and use of emergency lamp.	
Setting memory	NBI mode	It lights in green under the normal observation and lights in white under the NBI observation.	
	OP.1	It lights if a special filter is installed into the light source.	
Illumination	Examination Lamp	Settings (except filter setting) are stored even when the light source is OFF.	
	Average lamp life	Xenon short-arc lamp (ozone-free) 300 W	
	Ignition method	Approx. 500 hours on continuous use (With intermittent use, the lamp life may vary slightly.)	
	Brightness adjustment	Switching regulator	
	Cooling	Light-path diaphragm control	
	Color conversion	Forced-air cooling	
	Emergency lamp	Possible using special-purpose filter	
	Average emergency lamp life	Halogen lamp (within mirror) 12 V 35 W	
	Classification as medical electrical equipment	Type of protection against electric shock	Approximately 500 hours
		Degree of protection against electric shock of applied part	Class I
Degree of protection against explosion		Depend on applied part. See also applied part (Camera head or videoscope).	
Power supply	Voltage	The light source should be kept away from flammable gases.	
	Voltage fluctuation	100-120 V AC	
	Frequency	Within ±10%	
	Frequency fluctuation	50/60 Hz	
	Consumption electric power	Within ±1Hz	
	Fuse rating	500VA	
	Fuse size	8A, 250V	
Size	Dimensions	φ5 mm x 20 mm	
	Weight	383 (W) × 162 (H) × 536 (D) mm (maximum)	
		15.4 kg	

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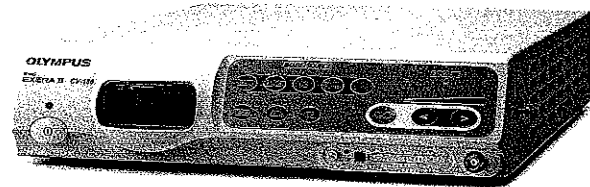
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OLYMPUS SURGICAL & INDUSTRIAL AMERICA INC.
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KEYMED LTD.
Keymed House, Stock Road, Southend-on-Sea, Essex SS2 5QH, England

OLYMPUS SINGAPORE PTE LTD.
431B River Valley Road #12-01/04 Valley Point Office Tower, Singapore 248373
OLYMPUS HONG KONG AND CHINA LIMITED
Room 1520-1527, Ocean Centre, 5 Canton Road, Tsimshatsui, Kowloon, Hong Kong
OLYMPUS (BEIJING) SALES & SERVICE CO., LTD.
Room 1202, NCI Tower, A12 Jianguomenwai Avenue Chaoyang District Beijing, 100022, China
OLYMPUS MOSCOW LIMITED LIABILITY COMPANY
117071, Moscow, Malaya Kaluznitskaya 19, bld. 3, TL2, Russia
OLYMPUS AUSTRALIA PTY LTD
31 Gilby Road, Mount Waverley, VIC., 3149, Australia

www.olympus.com

Main Features

- Equipped with high resolution HDTV imaging capability to provide the best possible image quality for endoscopes and laparoscopes, enabling observation of capillaries, mucosal structures, and other patterns.
- Compatible with EVIS 100/130/140 Series and EVIS EXERA 160 Series endoscopes in addition to EVIS EXERA II 180 Series models as well as bronchoscopes and surgical endoscopes (EndoEYE videoscopes, flexible VISERA videoscopes, and VISERA 1CCD/OTV-SP1 3CCD camera heads).
- NBI (Narrow Band Imaging) to enhance the visibility of capillaries and other structures on the mucosal surface (only for GI).
- Two types of structure enhancement are available — the original Type A for observation of larger mucosal structures with high contrast and the new Type B for observation of smaller structures, such as capillaries.
- Electronic magnification enlarges moving images at the touch of a button on the scope or on the keyboard by 1.2X or 1.5X.
- HD/SD SDI output for high-quality video image transfer.
- Convenient digital-to-digital recording of both still and moving images. Still images are stored on xD cards via PC card adapter, and moving images are stored on digital video recorders via IEEE 1394 (FireWire, DV, iLINK) using remote control switches.
- Automatic Iris eliminates the need for switching between Peak and Average required in conventional manual adjustment.
- Picture-in-picture display for any combination of endoscopic images, fluoroscopic images, ultrasound images, laparoscopic images, and images from the endoscope position detecting unit.
- Convenient index display for documentation.
- Scope ID function for easier endoscopy suite management and for next-generation system expansion.



Specifications

Observations	HDTV signal output	Either RGB or YPbPr output can be selected		
	SDTV signal output	VBS composite (NTSC), Y/C and RGB; simultaneous output possible.		
	White balance adjustment	White balance adjustment is possible using the white balance button on the front panel.		
	Standard color chart output	A color bar chart can be displayed by pressing the "SHIFT" + "F7" keys on the keyboard.		
	Color tone adjustment	The following color tone adjustments are possible using the "COLOR" key and "arrow" keys on the keyboard. • Red adjustment: +/-8 steps • Blue adjustment: +/-8 steps • Chroma adjustment: +/-8 steps		
	Automatic gain control (AGC)	The image can be electrically amplified when the light is inadequate due to the distal end of the endoscope being too far from the object.		
	Contrast	The image contrast can be set to one of the following three modes (N, H, L) using the "SHIFT" + "F6" key on the keyboard. • N (Normal): Normal image. • H (High): The dark areas are darker and the bright areas are brighter than in the normal image. • L (Low): The dark areas are brighter and bright areas are darker than in the normal image.		
	iris	The auto iris modes can be selected using the "iris mode" button on the front panel. • Peak: For use when observing by focusing on a small bright area. • Auto: For use when observing by focusing on the image center.		
	Image enhancement setting	Fine patterns or edges in the endoscopic images can be enhanced electrically to increase the image sharpness. Either the structural enhancement or edge enhancement can be selected according to the user setup.		
	Switching the enhancement modes	The enhancement level can be selected from 4 levels (OFF, 1, 2 and 3) using the image enhancement switch on the front panel.		
Image size selection	The size of endoscopic image can be changed using the "SHIFT" + "F8" key on the keyboard.			
Reset to defaults	The following settings can be reset to their defaults using the reset button on the front panel. • User preset • Image source • Color tone • Freeze • Release index • Zoom • Special light observation • Arrow pointer • Stop watch • Characters on screen • Exposure • PinP			
Documentation	Freeze	An endoscopic image is frozen using an endoscope or "FREEZE" key on the keyboard.		
	Remote control	The following ancillary equipment can be controlled from the front panel, keyboard or endoscope's remote switches. (Specified models only) • VCR • Video printer • Image filing system • Endoscopic ultrasound center, etc.		
	Patient data	The following data can be displayed on the monitor by keyboard. • Patient ID No. • Patient name • Sex & age • Date of birth • Date of recording (time, stopwatch) • Image frame No. • Videotape recorder mode • Display image setting • Physician name • Comments		
PC card	Advance registration of patient data	The following data of up to 40 patients can be entered prior to surgery using the keyboard. • Patient ID No. • Patient name • Sex & age • Date of birth • Physician		
	Media	xD-Picture Card (1G/512/256/128/64/32/16 MB), specified by Olympus. MAPC-10 can be used as PC card adapter.		
	Recording format	TIFF: no compression, SHQ: approx. 1/5, HQ: approx. 1/7, SQ: approx. 1/10.		
Image storage and retrieval	Number of recording images	In 16 MB, SDTV/HDTV, TIFF: approx. 30/6 images, SHQ: approx. 310/110 images, HQ: approx. 2000/760 images, SQ: approx. 2570/430 images.		
	Monitor output	Using the monitor out switches on the front panel, it is possible to select an image from the endoscope or ancillary equipment for display on the monitor.		
Memory backup	Memorization of selected setting	The following setting are held in memory even after the video system center is turned OFF. • White balance • Iris mode • Enhancement • Image size • Color tone		
Classification as medical electrical equipment	Type of protection against electric shock	Class I		
	Degree of protection against electric shock of applied part	Depend on applied part. See also applied part (Camera head or videoscope).		
	Degree of protection against explosion	The video system center should be kept away from flammable gases.		
Power supply	Voltage (Voltage fluctuation)	100-240V AC (Within ±10%)		
	Frequency (Frequency fluctuation)	50/60 Hz (Within ±1%)		
Size	Fuse rating	5A, 250V	Consumption electric power	150 VA
	Dimensions	382 (W) × 91 (H) × 490 (D) mm (Maximum)	Fuse size	φ5 × 20 mm
			Weight	10.5kg

Specifications, design and accessories are subject to change without any notice or obligation on the part of the manufacturer.

OLYMPUS MEDICAL SYSTEMS CORP.
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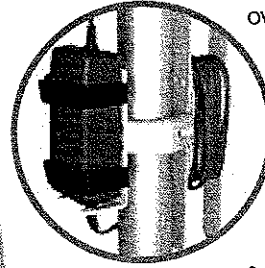
OLYMPUS®

Your Vision, Our Future

VHRS™ Variable Height Roll Stands for Flat Panel Displays

STANDARD FEATURES:

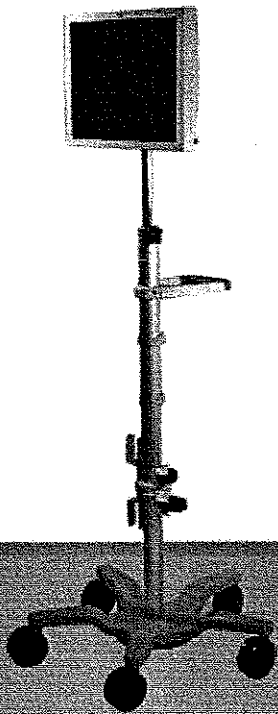
- 14.5" (36.8 cm) height adjustment range
- 25" (63.5 cm) diameter aluminum base built-in cast iron counterweight
- 4" (10.2 cm) diameter dual wheel nylon casters (2 locking and 3 non-locking) for easy transition over uneven surfaces



- Knob for height adjustability
- Gas spring assisted for easy height adjustment
- VESA® FDMI™ 75/100 mm compatible

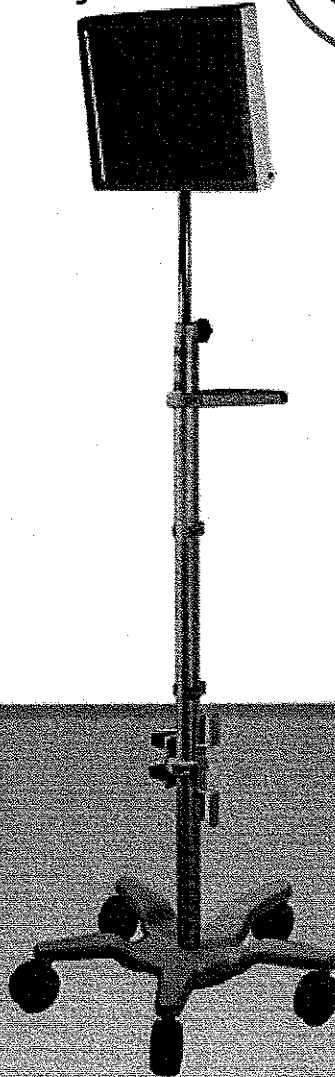
Accessories include:

- Roll stand handle for 2" (5.1 cm) post
- Power supply holster and cable cleat for 2" (5.1 cm) post
- Two cable clips for cable management



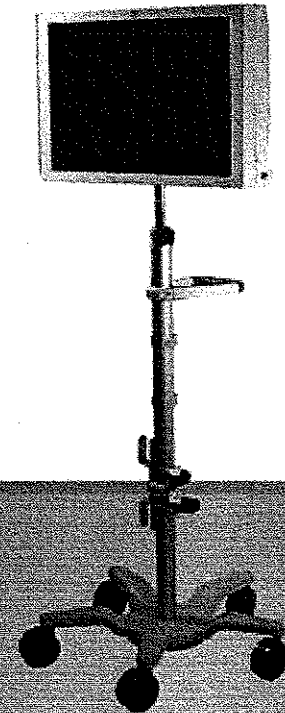
Standard Roll Stand (OL-0015-02)

Weight Range: 5-25 lbs (2.3-10.4 Kg)
Minimum Height: 47" (119.4 cm)
Maximum Height: 61.5" (156.2 cm)



Tall Roll Stand (OL-0015-08)

Weight Range: 5-25 lbs (2.3-11.3 Kg)
Minimum Height: 59" (149.9 cm)
Maximum Height: 73.5" (186.7 cm)



Heavy Roll Stand (OL-0015-07)

Weight Range: 23-31.5 lbs (10.4-14.5 Kg)
Minimum Height: 47" (119.4 cm)
Maximum Height: 61.5" (156.2 cm)

Optional Roll Stand Accessories



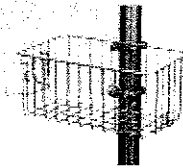
(OL-0015-20)

Power supply holster and cable cleat for 2" post. Available as accessory for facilities using a previously purchased roll stand model.



(OL-0015-21)

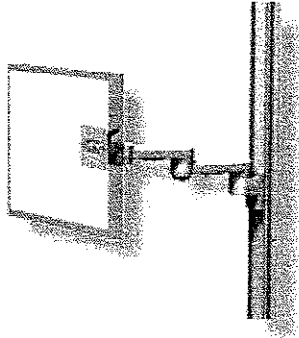
4 Outlet power strip and cable cleat



(OL-0015-22)

6" Utility basket

VHM™ Variable Height Mount and M-Series Arms for Flat Panel Displays



**M-Series 8" x 8"
Articulating Arm for Flat
Panel Displays (OL-0014-05)**

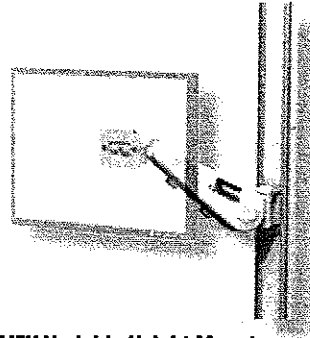
Articulating arm offers swivel/tilt adjustments and three (3) pivot points for lateral adjustability

Features range of motion from flush to full extension and cable management

VESA® FDMI™ 75/100 mm compatible

Maximum monitor weight: 30 lbs (13.6 Kg)

Mounting Channel sold separately



**VHM™ Variable Height Mount
for Flat Panel Displays
(OL-0014-13)*
(OL-0014-14)****

Provides lateral positioning, extension, gas spring-assisted height adjustment, and swivel/tilt adjustments for optimal viewing angle

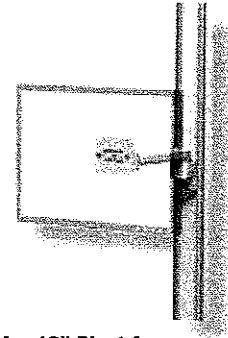
Vertical motion range +/- 60 degrees with 17" (43.2 cm) total travel

Lateral motion range +/- 90 degrees (from perpendicular to the wall)

VESA® FDMI™ 75/100 mm compatible

Maximum monitor weight:
*5-22 lbs (2.3-10 Kg)
**22-35 lbs (10-15.9 Kg)

Mounting Channel sold separately



**M-Series 12" Pivot Arm
(OL-0014-01)**

Pivot arm offers swivel/tilt adjustments and two (2) pivot points for lateral adjustability

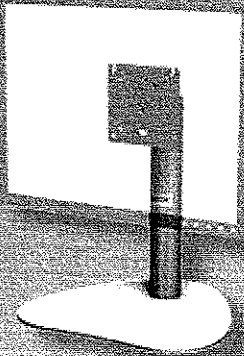
Features range of motion from flush to full extension and cable management

VESA® FDMI™ 75/100 mm compatible

Maximum monitor weight: 30 lbs (13.6 Kg)

Mounting Channel comes standard

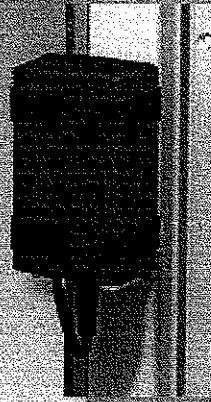
Additional Mounting Options



**Pedestal Mount for Flat Panel Displays
(OL-0014-02)**

Desktop pedestal with 12" (30.5 cm) column provides 90 degree (left or right) rotation for landscape and page mode display operation

Ideal for flat panel displays up to 27" (69.8 cm) and 20 lbs (9 Kg) with 75/100 mm VESA® mounting patterns



**Power Supply
Channel Mount (OL-0014-20)**

Universal holster to securely mount a variety of power supply units

Max size:
4" (10.2 cm) x 4" (10.2 cm)
or 16" (40.6 cm) perimeter

Min size:
1.4" (3.6 cm) x 2.3" (5.8 cm)
or 7.4" (18.8 cm) perimeter

Can be vertically or horizontally oriented

Includes 12" (30.5 cm) and 18" (45.7 cm) Velcro straps and cleat for cable management



**Mounting Channel -
Seismic
(OL-0014-10)**

Seismic 19" (48.3 cm) wall channel

Includes mounting hardware and instructions

OSHPD Pre-approved