



City of Seguin EMS 7 Yr Annual

Quote Number: 11228634

Version: 1

Prepared For: CITY OF SEGUIN EMS

Attn:

Division: Medical

Rep: Sarah Sanders

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Quote Date: 12/15/2025

SMR Service Rep Name: Steven McCarthy
SMR Service Rep Email: steven.mccarthy@stryker.com

Expiration Date: 01/14/2026

Contract Start: 12/15/2025

Contract End: 12/14/2032

Delivery Address

Sold To - Shipping

Bill To Account

| | | | | | |
|------------|------------------------|------------|------------------------|------------|------------------|
| Name: | CITY OF SEGUIN EMS | Name: | CITY OF SEGUIN EMS | Name: | CITY OF SEGUIN |
| Account #: | 20127869 | Account #: | 20127869 | Account #: | 20127541 |
| Address: | 660 S STATE HIGHWAY 46 | Address: | 660 S STATE HIGHWAY 46 | Address: | 205 N RIVER ST |
| | SEGUIN | | SEGUIN | | SEGUIN |
| | Texas 78155-7511 | | Texas 78155-7511 | | Texas 78155-5626 |

ProCare Products:

| # | Product | Description | Months | Qty | Sell Price | Total |
|-------------------------|-------------------|--|--------|-----|-------------|--------------|
| 1.0 | LIFEPEK35-FLD-PRO | ProCare-SVC-LP35-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service | 84 | 10 | \$13,428.80 | \$134,288.00 |
| ProCare Total: | | | | | | \$134,288.00 |
| ProCare Annual Payment: | | | | | | \$19,184.00 |

Price Totals:

Authorized Customer Signer (Printed)

Date

Stryker Authorized Signature (Printed)

Date



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Contract End: 12/14/2032

Authorized Customer Signature

Date

Stryker Authorized Signature

Date

Purchase Order Number

Service Terms and Conditions:

The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services.

Payment Schedule

Starting Balance:

\$134,288.00

| Date | Payment | Balance |
|------------|-------------|--------------|
| 12/15/2025 | \$19,184.00 | \$115,104.00 |
| 12/15/2026 | \$19,184.00 | \$95,920.00 |
| 12/15/2027 | \$19,184.00 | \$76,736.00 |
| 12/15/2028 | \$19,184.00 | \$57,552.00 |
| 12/15/2029 | \$19,184.00 | \$38,368.00 |
| 12/15/2030 | \$19,184.00 | \$19,184.00 |
| 12/15/2031 | \$19,184.00 | \$ - |

Equipment Service Plan

| Line Item # | Model | ProCare Materials | Serial # |
|--------------------|--------------|-------------------------------|-----------------|
| 1.0 | | ProCare-SVC-LP35-FIELD-REPAIR | TBD |

ProCare® Services

Our ProActive approach

With ProCare Services, we offer you operational and financial peace of mind through three comprehensive offerings: **ProCare Preventive Maintenance, ProCare Protect and ProCare Prevent**. You will have confidence in your device's state of readiness along with these additional benefits of your service plan.



Your service details are:



Parts, labor and travel (PLT)

Our most inclusive service offering. All parts, labor and travel associated for repairs of contracted products are included in the cost of the service agreement. This does not include replacement of soft goods or accessories (i.e. mattresses, restraints, removable parts) and is not available for AEDs.



Preventive Maintenance (PM)

Contracted products receive an annual PM for the length of the service agreement. PM-only agreements do not cover any necessary repairs identified through the PM process. For details on preventive maintenance, refer to applicable product sheet. Preventive maintenance can also be done as individual billable work.

- **Additional Preventive Maintenance:**

Contracted products on a PM-only contract can receive an additional PM at the 6-month mark for the length of the service agreement.



Case Change

Stryker defibrillators, AEDs and LUCAS® products with this entitlement are allowed an agreed upon and documented number of case changes, upon failure, during the length of the service agreement.



Special Ops

This is a premium, fully customizable service based on your installed assets. This white-glove experience is designed to complete large scale PM projects in a short amount of time, typically within a week. Services include PM's, product unboxing and set up, power washing, all repair work as well as other customer or field initiatives.



Maintenance inspections

Stryker Medical products past their service life, with this entitlement, will receive one maintenance inspection annually for the duration of the service agreement. This does not include any repair work or any work that is part of the PM process. Additional inspections are available for purchase.



Battery service

Stryker Medical products with this entitlement can have the batteries replaced, as a one-for-one swap, upon failure, during the length of the service agreement.

ADDENDUM TO PROCARE MEDICAL QUOTE

This Addendum (“**Addendum**”) is entered into by and between the facility listed on the Quote (“**Customer**”) and Stryker Sales, LLC, acting through its Medical Division (“**Stryker**”) and modifies the ProCare Medical Quote (“**Quote**”). The terms of this Addendum will apply to Customer’s purchase of Services as outlined in the Quote for Service. In the event of a conflict or inconsistency between the Quote and this Addendum, relative to Service, this Addendum will govern.

- 1. Effective Date and Term.** The term of this Addendum shall be coterminous with the Quote (“**Term**”).
- 2. Service.** Stryker will perform the repair and maintenance services as described in the Quote (collectively, the “**Services**”) to the Equipment set forth on the Quote (“**Equipment**”).
- 3. Service Terms and Conditions.** Services will be subject to the terms and conditions set forth in this Addendum.
- 4. Product Maintenance.** Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
- 5. Warranty and Limitations of Warranty.** During the Term, Stryker warrants, with the exception of software maintenance services, the following:
 - a. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
 - b. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
 - c. If the Services are to be performed on Customer’s premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer’s then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
 - d. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
 - e. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.**
- 6. Limitation of Liability.** EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER’S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED “INDEMNIFICATION,” STRYKER’S LIABILITY ARISING UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THIS ADDENDUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS’ FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.
- 7. Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker’s performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the “sterile field” at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer’s personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient’s informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Addendum. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under Addendum and represents that it will obtain all necessary consents from patients.
- 8. Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Addendum as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (i) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker’s quote), mattresses, disposable items, IV poles or rust or corrosion damage; Customer agrees to provide personal protective equipment (“**PPE**”) to OnSite/Clinical Specialists. Notwithstanding anything else in this Addendum in the event Customer fails to provide appropriate industry-standard PPE to all OnSite Specialists, as determined in Stryker’s sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.
- 9. Indemnification.** Stryker shall indemnify Customer from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising solely from: (i) an injury or damage due to the negligence of any person other than Stryker’s employee or agent; (ii) the failure of any person other than Stryker’s employee or agent to follow any instructions outlined in the labeling, manual, and/or

instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

10. **Insurance.** Stryker shall maintain the following insurance coverage during the Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to Stryker's liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of \$1,000,000.00 each accident covering Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law subject to statutory limits and employer's liability insurance with limits of \$1,000,000.00 each accident and/or \$1,000,000.00 each employee and policy limit for disease covering Stryker's employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Addendum to the contrary, to the extent allowed by applicable law or regulation, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.
11. **Confidentiality.** Stryker and Customer: (i) shall hold in confidence this Addendum and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.
12. **Non-Solicitation and Non-Hire.** Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.
13. **Background Check.** Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:
 - a. Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
 - b. Employment history verification;
 - c. SSN trace, including address history verification;
 - d. OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
 - e. FDA Debarment and Disqualified/Restricted List search;
 - f. OIG/HHS Exclusion List check;
 - g. EPLS/GSA Exclusion List check;
 - h. Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
 - i. Motor vehicle check
- During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.
14. **Independent Contractor.** The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.
15. **Miscellaneous.** No Party shall be liable for failure of or delay in performing obligations set forth in this Addendum, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Addendum shall be governed by and construed in accordance with the laws of the State of Michigan and the Parties consent and agree that any and all litigation arising from this Addendum will be conducted by state or federal courts located in the State of Michigan. This Addendum shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Addendum. In the event of an inconsistency or conflict between this Addendum and any purchase order, invoice, or similar document, this Addendum will control. The sections entitled Warranty and Limitation of Warranties, Indemnification, Limitation of Liability, Confidentiality and Miscellaneous of this Addendum shall survive its termination or expiration.

PURCHASE ORDER FORM

Does the Customer require a PO# on invoices for payment?

 No Yes

If yes, do not use this form.

Check box confirming BILL TO and SHIP TO on quote is accurate.

| | |
|--|------------------------------|
| | Customer # - 20127869 |
|--|------------------------------|

Company Name CITY OF SEGUIN EMS**Contact or Dept****Phone****Email**

| Stryker Quote # | Grand Total Amount |
|------------------------|---------------------------|
| 11228634 | \$134,288.00 |

Authorized Customer:

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Check box if anything attached ***Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.******Service Terms and Conditions:**

The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services