



# Guilford County

## CONTRACT AGREEMENT

COUNTY			COMPANY				
<b>Guilford County</b> <b>301 West Market Street</b> <b>Greensboro, NC 27401</b>  <b>Telephone No: 336-641-3852</b> <b>Attention: Tiffany Johnson</b>     <b>Contract No: 1124</b> <b>Parent Contract No: 0</b>			<b>STRYKER SALES CORP</b> <b>3800 E. Centre Ave</b> <b>Portage, MI 49002</b> <b>Timothy Richardson</b> <b>877-5805</b> <b>217-7965</b> <b>tim.richardson@stryker.com</b>  <b>Attention: Timothy Richardson</b>				
<b>HIGHLIGHT INFORMATION</b>							
<b>Contract Purpose:</b> Stryker Stretchers  <b>Effective Date:</b> October 1, 2018  <b>Contract Type:</b> PRICE ONLY GOODS  <b>Contract Amount:</b> 272,022.30			<b>Expiration Date:</b> September 30, 2021  <b>Contract Subtype:</b>  <b>Event Number:</b>				
<b>CONTRACT LINES</b>							
<b>Line No</b>	<b>Percent</b>	<b>Item Description</b>	<b>Acct Unit</b>	<b>Account</b>	<b>Base Cost</b>	<b>UOM</b>	<b>Amount</b>
1	100.000%	Stryker Stretcher	320410	55310^0	\$90,674.10	YR	\$272,022.30



**GUILFORD COUNTY CONTRACT NO. 1124**  
**Parent Contract No. 0**

**THIS CONTRACT is hereby made, entered into, and effective as of October 1, 2018, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and STRYKER SALES CORP, hereinafter referred to as the “COMPANY,” and also collectively referred to as the “Parties.”**

**W I T N E S S E T H:**

**WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the COMPANY and the COMPANY agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.**

**WHEREAS, the COUNTY is in need of Stryker Stretchers and,**

**WHEREAS, the COMPANY has submitted a proposal to provide such goods and/or services.**

**NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:**

**1. GOODS AND SERVICES.** COMPANY will provide the goods and/or services as set forth in the Specifications (Attachment A) and Proposal (Attachment B), attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the Proposal (Attachment B) and the Specifications (Attachment A) and/or the first four (4) pages of this Contract, the first four (4) pages of this Contract and/or the Specifications (Attachment A) shall prevail and control.

**2. PRICING.** As full compensation for the COMPANY'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment B, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to COMPANY within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

**3. PRICE ONLY CONTRACT.** The COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services. The financial exposure to the COUNTY is not expected to exceed \$272,022.30, and in any event payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. Chapter §159.

**4. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C. Gen. Stat. Chapter §153A-13.

**5. TERM.** This Contract shall be in effect for three (3) years, beginning October 1, 2018, and ending September 30, 2021, with the option to extend for two (2) additional one (1) year renewals at the same pricing and terms and conditions upon mutual written agreement of both Parties.

**6. ADDENDUM.** The terms of this Agreement may only be modified or revised with a written Agreement executed by both Parties.

**7. TERMINATION.** Either Party may terminate this Agreement for any reason and without penalty upon thirty (30) days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the COMPANY within thirty (30) days of date of termination of this Contract.

**8. NOTICES.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Marty K. Lawing, Guilford County Manager  
GUILFORD COUNTY  
P.O. Box 3427  
Greensboro, NC 27402

President  
Stryker  
3800 E. Centre Ave  
Portage, MI 49002

**9. INDEPENDENT CONTRACTOR/INDEMNIFICATION.** COMPANY shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the COMPANY or any employee or agent of COMPANY. COMPANY is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

**10. ASSUMPTION.** If COMPANY should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, COMPANY must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, COMPANY will submit the name and address of the assuming COMPANY'S registered agent for service of process and/or all notices required under this Contract.

**11. SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**12. FORCE MAJEURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes COMPANY from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to COMPANY.

**13. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms “Contract” and “Agreement” have the same meaning and may be used interchangeably throughout this document. The terms “Attachment” and “Exhibit” have the same meaning and may be used interchangeably throughout this document.

**14. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

**15. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The COMPANY will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Exhibit C.





---

**Guilford County Purchasing Department  
Specifications - Event 622  
No Substitute Bid**

**Section I - General**

Guilford County is seeking **No Substitute Bids** to establish a Price Only Contract for: Stryker Power Pro XT 6506 Stretchers. The purpose of this bid package is therefore to obtain competitive bids in accordance with the North Carolina Purchasing Laws and the Guilford County Purchasing Policies.

The Price Only Contract shall be initially for three years with the option to renew for two additional one-year renewal periods. This is a Price Only Contract, which means there are no guarantees as to the minimum or maximum amount ordered and dollar amount expended.

Cancellation Clause: Either party may cancel the contract upon a 30-day written notice to cancel for no apparent reasons.

Bonds: No bid deposit or performance bond will be required for this bid process.

Pre-Bid Meeting: There will not be a pre-bid conference held in connection with this bid package since it is believed that the specifications contained herein fully cover the purchase intent.

**ALL QUESTIONS** must be submitted electronically by means of the Q & A Feature included within this bidding event. NO QUESTIONS will be answered by telephone, email, written correspondence or other means except as described herein. Answers to electronic questions properly submitted will be sent out electronically by means of the above described Q & A feature to all properly registered suppliers who received the Initial Notification of bidding event. Those suppliers who registered after the Event Preview date and time will not receive electronic correspondence relative to this Event. There shall be **no communication** with any Guilford County employees other than by means of the Q & A feature. Violation of this requirement may invalidate your proposal.

Answers to Questions and Addendums if any, will be posted in the event. Those vendors/suppliers who registered after the Event Preview date and time will not receive electronic correspondence relative to this Bid Event 622. It is the responsibility of all Suppliers to check the Guilford County Electronic Procurement System for updates in the event.

Terms and Conditions: Terms and Conditions, the Non-Collusion Affidavit are attached to the event and should be reviewed carefully.



**ALL Bids are to be submitted online** All bid responses must be submitted through the online event in the Guilford County Electronic Procurement System in electronic format only. Late responses will not be accepted or considered.

**Standard of Award**

This contract will be awarded based on the lowest, responsive responsible bid, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract

**Technical Support**

For technical assistance in submitting a bid or to register as a supplier please contact the Buyer on the event or for immediate assistance, contact the Guilford County Purchasing Department at 336-641-3314. It is strongly recommended that bids be submitted at least 24 hours in advance of the bid closing. Guilford County cannot be responsible for technical difficulties suppliers may encounter when submitting bids.

**Section II – Specifications**

This is a **No Substitute** bid for the purchase of Stryker Power Pro XT stretchers. These stretchers must contain the following and should be reflected in the price of the stretcher:

- POWER-PRO XT 3 Stage IV Pole (Patient Right)
- POWER-PRO XT Equipment Hook
- POWER-PRO XT Storage Flat (Head End)
- POWER-PRO XT Adjustable Wheel Lock (Dual)
- POWER-PRO XT SMRT 110V AC Option
- POWER-PRO XT SMRT Charger Mounting Bracket
- POWER-PRO XT In-Fastener Shut-Off Bracket
- POWER-PRO XT Litter (Std Trendelenburg)
- POWER-PRO XT Mattress (G-Rated)
- POWER-PRO XT Restraint Package (G Rated)
- POWER-PRO XT Safety Hook (Short)

**The Stryker Power Pro XT stretcher must have the following dimensions:**

Height <sup>1</sup>	
Highest Position	41.5 in (105 cm)
Lowest Position	14 in (36 cm)
Length	
Standard	81 in (206 cm)
Minimum	63 in (160 cm)
Width	23 in (58 cm)
Weight <sup>2</sup>	125 lb (57 kg)
Wheels	
Diameter	6 in (15cm)
Width	2 in (5 cm)
Articulation	
Backrest	0-73°
Shock Position	+15°
Optional Knee Gatch	30°
Maximum Weight Capacity <sup>3</sup>	700 lb (kg)
Minimum Operator Required	
Occupied Cot	2
Unoccupied Cot	1

Recommended Fastener System	
Power-LOAD™	Model 6390
Floor Mount	Model 6370 or 6377
Wall Mount	Model 6371

Recommended Loading Height <sup>4</sup>

<sup>1</sup> Height measured from bottom of mattress, at seat section, to ground level

<sup>2</sup> Cot is to be weighed with one battery pack, without mattress and restraints.

<sup>3</sup> 700 lb weight capacity with an unassisted life capacity of 500 lb

<sup>4</sup> To accommodate load decks up to 36 in. Load height option to be set between 26 in and 36 in.

Warranty: A warranty is to be included on all parts, labor, travel, soft goods, X-frame components, powertrain and on all welds.





**Guilford County's General Terms and Conditions**

1. This bid package serves as official notice that GUILFORD COUNTY is soliciting and will receive bids for the item(s) and/or service(s) stated on the event cover page and outlined in the Bid specifications. Bids shall be submitted electronically via the Purchasing Department's Strategic Sourcing website:  
[www.co.guilford.nc.us/sourcing](http://www.co.guilford.nc.us/sourcing) **by the event close date and time specified.**
2. All addenda to this bid package will be issued electronically. No oral changes by anyone shall affect this bid package.
3. The official bid price, quote, response for RFP, RFQ, or otherwise instructed; shall be signed by a duly authorized person acknowledging full understanding of the bid information and all addenda. The signature shall be witnessed. The exact legal name of the corporation or other entity shall be provided
4. Price quotes shall be net, to include all discounts and delivery charges to GUILFORD COUNTY. In cases of difference between unit price and total price, unit price shall prevail unless otherwise noted.
5. Bid event submittal schedules are fixed and will not be amended unless Guilford County determines the County has given cause to extend the event.
6. Items and services bid are for delivery or completion as soon as possible unless otherwise stated. Delivery or completion dates could therefore be important in making the award.
7. With the exception of construction bids, state and local sales taxes are not to be included in quotes, but they are to be added later to all invoices shown as a separate line item for payment. Federal sales-excite) taxes, where applicable, are to be included in quotes as they are a part of the purchase price. See the construction bid specifications in the event for construction and repair sales tax instructions.
8. All Formal Bids will be publicly opened and recorded at the date and time specified by and in the Purchasing Department. It is GUILFORD COUNTY's policy to announce the award electronically. All other information, except that specifically noted by the Supplier as being of a Confidential nature, becomes public record in accordance with GS 132 and other applicable North Carolina laws. All interested parties are invited to attend any Formal Bid opening.
9. GUILFORD COUNTY will have a period of thirty (30) days, unless otherwise stated, after opening to analyze and award to lowest responsive and responsible bidder based on service, quality, delivery date, performance data and price. The successful supplier shall promptly enter into a contract acceptable to Guilford County.
10. All Events/Bids in the Formal Range require the final approval of the GUILFORD COUNTY Board of Commissioners who normally meet in open session two times each month, the first and third Thursday at 5:30 PM. Everyone is invited to attend those meetings.
11. A Bid Deposit may be required. If this is the case, it will be clearly stated in the Event specifications for each package. If a bid deposit is required, it should be no less than 5% of the total bid in cash, cashier's check, certified check, or a Bid Bond. The checks shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation; and, the bond shall be a corporate surety licensed under the State of North Carolina. The obligee in either check or bond shall be Guilford County.
12. If Bid Deposit Checks are received, they will be returned to all suppliers when the

ATTACHMENT A

successful supplier has been selected and the contract awarded by Guilford County. The successful deposit check will be returned when the required contract has been executed.

13. In addition to the bid deposit or bid bond, some supplier's may require a separate Performance Bond and/or laborers-materials men's bond as provided by law in the amount of the contract by the awarded supplier(s). If this is required, it will be clearly stated in the bid specifications. In place of a bond; cash, cashiers check, certified check or government securities shall be acceptable.
14. Guilford County reserves the right to reject any or all bids if in the best interest of the County.
15. In case of default by the Supplier, Guilford County shall retain the Bid Deposit or call upon the Bid Bond surety unless otherwise provided by Law.
16. Guilford County's policy is normally Net 30 days upon completion and acceptance. In the case of some longer term projects, Guilford County may choose to release partial payments to the supplier each month based on 90% of the estimated value of the work completed. The final payment will be released within thirty (30) days or less after the satisfactory completion of all work, its acceptance by Guilford County and the settlement of all other claims and accounts.
17. In the case of Continuing Service Type Contracts, payment will be made monthly or as otherwise agreed upon.
18. It is Guilford County's Purchasing Policy to conduct all purchasing within the North Carolina Laws and Guilford County Purchasing Policy, to provide each supplier/contractor an equal opportunity to participate, and to award on a best value basis. In order to accomplish our policy, we intend to make every supplier/contractor aware of each purchasing opportunity. Contracts shall be awarded to the lowest responsive and responsible bidder(s) based on quality, performance and the time specified in the proposal for the performance of the contract. Suppliers/contractors should register online at [www.co.guilford.nc.us/sourcing](http://www.co.guilford.nc.us/sourcing).
19. A Material Safety Data Sheet (MSDS) shall be furnished to Guilford County for all products purchased that contain hazardous material and/or components.
20. Any supplier/contractor performing work on GUILFORD COUNTY property is required to have adequate Liability and Workers Compensation Insurance that will fully protect GUILFORD COUNTY from any damages to property and/or persons caused by the supplier/contractor.
21. The successful supplier shall be required (and is responsible) to take Affirmative Action to employ Disabled Veterans and Veterans of the Viet Nam era, including listing vacancies with the North Carolina Employment Security Commission, under 42 US Code 4212 and applicable regulations thereafter.

The successful supplier shall be required to employ in the workforce only those laborers whose employment is consistent with all applicable State and Federal Laws. The successful supplier, and each subcontractor, shall prior to performance of the work receive clear written evidence from each laborer that said laborer may lawfully be employed. Said evidence shall immediately be submitted to the County. Failure of said Supplier or Subcontractor to receive, retain and/or provide to the County such evidence shall constitute a material breach of the Contract with the County.

22. The Supplier shall take Affirmative Action in complying with all Federal and State requirements concerning fair employment without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
23. The successful Supplier is responsible for compliance with all applicable Local, State and Federal Laws, including all state and local permits, licenses and fees.

ATTACHMENT A

24. If the Supplier/Contractor should undergo merger, acquisition or any change in their ownership or their name for any reason, the provider shall immediately notify Guilford County in writing of these changes and provide Guilford County with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, the Supplier/Contractor shall submit the name and address of their registered agent for Service of Process and/or all notices required under the contract(s).
25. Provider shall operate as an independent contractor for all purposes. The Parties agree to each be solely responsible for their own grossly negligent or acts or omissions, and/or willful misconduct, in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their grossly negligent individual acts or omissions, and/or willful misconduct, to the extent allowable by law.
26. Guilford County and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.
27. This contract is governed by the Laws of the State of North Carolina.



Sales Account Manager  
TIMOTHY RICHARDSON  
tim.richardson@stryker.com  
1-800-327-0770  
Fax: 336-217-7965

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

End User Shipping Address	Shipping Address	Billing Address
1151504 GUILFORD COUNTY EMS 1002 MEADOWOOD ST GREENSBORO, NC 27409	1151504 GUILFORD COUNTY EMS 1002 MEADOWOOD ST GREENSBORO, NC 27409	1150377 GUILFORD COUNTY EMS PO BOX 3427 GREENSBORO, NC 27402-3427

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	6620076	06/11/2018	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	Power-PRO XT	6506000000	\$18,134.82	\$18,134.82	
		Options				
	1	Power-PRO XT	6506000000	\$14,577.86	\$14,577.86	
	1	XPS Option	6506040000	\$1,834.38	\$1,834.38	
	1	6506 PERFORMANCE-LOAD OPTION	6506034001	\$1,166.16	\$1,166.16	
	1	3 Stage IV Pole PR Option	6500315000	\$315.62	\$315.62	
	1	Head End Storage Flat	6500128000	\$127.28	\$127.28	
	1	Equipment Hook	6500147000	\$48.16	\$48.16	
	1	SMRT Charger Mounting Bracket	6500034000	\$32.68	\$32.68	
	1	SMRT Automotive 12V Cable	6500035000	\$32.68	\$32.68	
	1	Dual Wheel Lock	6086602010			
	1	PR Cot Retaining Post	6085033000			
	1	Power Pro Standard Components	6506026000			
	1	No Runner/HE O2	0054200994			
	1	Trendelenburg	6085031000			
	1	No HE Section O2 Bottle	6506036000			
	1	ONE PER ORDER, MANUAL, ENG OPT	650606160000			
	1	120V AC SMRT Charging Kit	6500028000			
	1	J Hook	6092036018			
	1	XPS Knee Gatch Bolster Matrss	6500003130			
	1	No Steer Lock Option	6506037000			
	1	3 YR X-Frame Powertrain Wrnty	7777881669			
	1	2 Yr Bumper to Bumper Warranty	7777881670			
	1	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	1	X-RESTRAINT PACKAGE	6500001430			
	1	STANDARD FOWLER	6506012003			

Note:

Product Total	\$18,134.82
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$18,134.82

☐ Signature: \_\_\_\_\_ Title/Position: \_\_\_\_\_ Date: \_\_\_\_\_

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be



received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

# Warranty

---

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

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

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

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

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

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

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

## STRYKER EMS RETURN POLICY

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

### Prior to 30 Days

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

### Prior to 90 Days

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

### Prior to 180 Days

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

## RETURN AUTHORIZATION

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

## DAMAGED MERCHANDISE

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

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

## INTERNATIONAL WARRANTY CLAUSE

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

## PATENT INFORMATION

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

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

Other patents pending

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

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

Other patents pending