



ST Surg LLC
3915 152nd St. N.E.
Marysville, WA 98271
Phone (360) 657-7900 (800) 827-3747
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Quote/Proposal

4/14/2023	Ref.
GPO:	BRM 014323

Proposal Prepared By:	Proposal Prepared For:
Seattle Technology Western Regional Sales Manager Bruce Mathsen bmathsen@stsurg.com Cell: 206-234-6969	Jarrod Walker - Operations Dir. McKinley Ortho Sports Medicine & Spine 3745 Geist Rd. Fairbanks, AK 99709 907-456-3338 jared.walker@mckinleyortho.com

Quote Ref.		Terms	Rep		
Qty	Part #	Description		Unit Price	Ext Price
1	SSM CL	2016 Siemens Sire Mobil Compact L		\$ 11,430.00	\$ 11,430.00
		Refurbished Unit with Monitor			
1	Printer	Printer and cords		Inc.	
		Refurbished Warranty - 6 Mths parts			
				Subtotal	\$ 11,430.00
		<i>Freight cost will be added to the final invoice</i>		Freight Est	TBD
				Quote Total:	\$ 11,430.00

To Order: Sign/Date/Add PO # Below and fax (360-657-7901) or e-mail (bmathsen@stsurg.com)

Signature

Date

Printed Name/Title

Purchase Order #

Thank You For the Opportunity to Serve You!

ST SURG LLC TERMS AND CONDITIONS

Prices: Prices are subject to change and are only guaranteed for the period specified on the proposal.

Warranty: Please see warranty information specific to the product you are purchasing. The specific product warranty constitutes the sole warranty made by ST Surg LLC. No other warranty is included in this agreement, whether express or implied or statutory, including but not limited to the implied warranties of merchantability or fitness for a particular purpose. No employee or representative of ST Surg LLC is authorized to change this warranty in any way or to grant any other warranty, expressed or implied. In no case shall ST Surg LLC be liable to Customer or any third party for indirect, special, consequential or incidental damages or delays.

Shipping: ST Surg LLC will ship product through one of its preferred shipping vendors. If Customer requires shipment be made through a particular vanline, ST Surg LLC requires adequate insurance to cover the value of product. In the case of damage incurred during shipping, ST Surg LLC will make every effort to assist in remedying the situation to the customer's satisfaction. ST Surg LLC will in no way be held liable for any product damage incurred during shipment or any delays resulting there from.

Delivery: Date of delivery shall be determined by mutual agreement between Customer and ST Surg LLC and ST Surg LLC shall make every effort to achieve said delivery date, but said delivery date will not be binding upon ST Surg LLC. ST Surg LLC shall not be liable for loss or damages due to delay in manufacture or shipment resulting from any cause beyond ST Surg LLC's control. Customer must make claims for shortages or errors within a reasonable time after receipt of the products.

Order Cancellation Policy: Cancellations are only allowed if Customer provides written notice to ST Surg LLC at least fourteen (14) days prior to the scheduled shipment date and Customer agrees to pay ST Surg LLC a cancellation fee of 20% of the net price for the cancelled products. Notwithstanding the above, cancellations will be not be accepted on customized products or special orders, except if mutually agreed by both parties on a case-by-case basis.

Installation: Unless otherwise agreed in writing, Customer shall perform any installation of products sold hereunder at Customer's expense. ST Surg LLC agrees to furnish appropriate instructions and information to assist with the installation and/or first operation of the products. If product is damaged during installation by Customer or a third party, ST Surg LLC shall not be held liable for such damage and ST Surg LLC warranties may be voided by said damage.

Product Interface: Customer shall be responsible for ensuring that any third-party equipment and accessories used with ST Surg LLC products properly interface or operate with said products. ST Surg LLC shall not be liable for personal injury or property damage arising from the use of third-party equipment and accessories with ST Surg LLC products.

Return Goods Policy: If Customer orders products in error and notifies ST Surg LLC of the error within ten (10) days of receipt, Customer may request to return products in as-shipped condition at Customer's cost and expense. Return approval is provided on a case-by-case basis and is subject to a restocking fee of 20% of net price of product(s) as well as payment of all freight charges. If customer is dissatisfied with the quality of the refurbishing of ST Surg LLC products, customer may work with their ST Surg LLC representative to return, replace, or otherwise remedy the situation to the Customer's satisfaction.

Delivery Change/Refusal Policy: If Customer changes delivery date or refuses shipment of product, ST Surg LLC reserves the right to bill Customer for freight charges incurred on Customer's behalf and a 20% restocking fee applies.

Payment: Payment terms are specified on the Proposal/Purchase Order/Invoice. Customer is responsible for any expenses, including, but not limited to, collection costs and attorney fees incurred by ST Surg LLC to collect any overdue or unpaid invoices. If Customer requests charges to be billed to another entity, Customer remains liable for payment of said charges and fees.

Security Interest and Default: ST Surg LLC retains a security interest in the products until full payment, including taxes, has been received. If Customer defaults or ST Surg LLC deems itself insecure of payment, ST Surg LLC may require immediate payment in full or may repossess the products, wherever located and without court order. The product(s) shall not be considered a fixture if attached to realty. Customer shall assume any loss or damage of product while in Customer's possession.

Merger and Severability: These terms and conditions represent the complete and final agreement between ST Surg LLC and customer and supersede any other agreements and understandings, oral or written, between the Customer and ST Surg LLC representatives, unless agreed to in writing by an officer of ST Surg LLC. If any part of this contract is found to be invalid, the remainder of the contract remains in effect.

Choice of Law: This contract shall be governed by, and construed in accordance with, the laws of the State of Washington.