



Bid Waiver Form

Revised 02/2020

Short Description of Goods/Services	Logic NextGen Ultrasound Machine
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Date	6/24/2020
Department	Henry Vilas Zoo
Name	Joseph Darcangelo
Email	Darcangelo.joseph@henryvilaszoo.com
Phone	608-283-1606
Purchasing Officer	Pete Patten

Vendor Name	Sound
Vendor MUNIS #	
Requisition #	1844
Requisition Year	2020
Total Cost	\$ 41,482.50

A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL

Provide a detailed description of the goods/services intended to be purchased:

The GE Logic NextGen Ultrasound machine is a high performance solid-state compact ultrasound system. This particular model has been scaled down to make it portable in the veterinary environment but carries the same ultra-high frequency imaging and power that a hospital model would produce. This purchase would include the Microconvex Transducer, NextGen keyboard cover, carrying case bundle, and on-site training with an Applications Specialist.

EQUINE BUNDLE; LOGIQ E NEXTGEN (R7) 12L-RS, C1-5-LS, STAND OFF AND CARRYING CASE

NEXTGen LOGIQ e Vet is a high performance solid-state compact ultrasound system. NEXTGen represents the miniaturization of GE's premium beam former for portable point of care applications. Now ultra-high frequency imaging can be performed in remote locations with ease. A complete set of modes with a wide range of available probes provide support for all applications.

This bundle consists of the high performing Logiq e NEXTGen console for exceptional near and far field imaging. Transducer contained in the bundle include the 12L-RS and C1-5-RS for exceptional image quality. A set of accessories are included in the equine bundle beginning with a standoff kit for irregular surface scanning and a hard case with wheels for transporting gear to and from sites.

A long list of advanced features and probes are available on the LOGIQ e NEXTGen. The L10-22-RS probe provides stunning near field imaging up to 22MHz for superficial tendons, or skin lesions. Needle Recognition Software assists with accurate needle placement for therapeutic procedures, aspirations or biopsies.

Standard features include advanced imaging technology for crisp, clean clear images. A complete set of modes are standard including B-Mode, M-Mode, PW Doppler, Color Doppler and standard Power Doppler. LOGIQview, Follow-up Tool with Fusion and eSmart trainer are part of the standard package. DICOM software, wireless image transfer and storage provide industry standard image capture formats.

On-site applications training is available for purchase. The system comes with a one-year directly from GE Healthcare warranty.

Standard Configuration:

- Patient Follow-up Tool with Fusion
- LOGIQview imaging software
- eSmart Trainer SW
- Spectral Reduction Imaging
- Automatic Tissue Optimization
- Coded Harmonic Imaging (CHI)
- RAW Data Processing
- Needle Recognition Software
- Measurements and Calculations
- DICOM
- Wireless transfer
- 12L-RS Linear Transducer
- C1-5-RS Macro curved linear transducer
- Standoff (scan pads)
- Hard sided wheeled carrying case

Available probes:

- L8-18i-RS Linear Transducer
- 8C-RS Micro-Convex Transducer
- L4-12t-RS Linear Transducer
- L10-22-RS Linear Transducer
- 4C-RS Convex Transducer
- 9L-RS Linear Transducer
- 3Sc-RS Sector Transducer
- 6S-RS Sector Transducer

Available options for purchase:

- High-Res PDI (Power Doppler Imaging)
- Flow Quantitative Analysis
- Easy 3D Imaging Software
- B-Steer Imaging Software
- Stress Echo Package
- ECG hardware and cables
- Tissue Velocity Imaging
- Tissue Doppler Imaging



Order Summary

Order No: QUO-63534-N7F5

Revision: 0

Account #: _

OFFER VOID 30 DAYS FROM ISSUE
Prices are quoted in US Dollar

Date: 6/3/2020

Bill-To:

Sales Specialist: Lisa Riseman

Billing Point-of-Contact:

Billing POC Email:

Ship-To: Henry Vilas Zoo

Contact same as billing? Y

Same as
billing?

Delivery/Install Point-of-Contact:

Y

Delivery/Install POC Email:

Clinic Phone:

Description	Product ID	QTY	Amount
8C-RS Microconvex Transducer	80-860	1	\$7,550.00
Logiq e NextGen keyboard cover	30-258	1	\$400.00
Product List Price			\$7,950.00
Total Discount			\$21,157.50
Discountable Total			(\$13,207.50)
Non-Discountable Item(s)			
Logiq e NextGen Equine, 12L, C1-5, standoff, carrying case bundle	92-025	1	\$52,500.00
On-Site Training with Applications Specialist	60-140	1	\$1,695.00
SUBTOTAL (excludes Shipping and Sales Tax)			\$40,987.50
Shipping			\$495.00
NET SELLING PRICE <i>(If not included herein, shipping and sales tax charges will be itemized on your final invoice)</i>			\$41,482.50



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Special Instructions: In partnership with University of Wisconsin Act 1796

SOUND IS PLEASED TO SUBMIT THIS QUOTATION FOR THE PRODUCTS DESCRIBED HEREIN, SUBJECT TO THE ENCLOSED TERMS AND CONDITIONS OF SALE.

TAXES: ALL AMOUNTS PLUS TAXES TO BE ITEMIZED ON FINAL INVOICE
 WARRANTY: ONE YEAR GE MEDICAL SYSTEMS
 DELIVERY: FOB SHIPPING POINT, \$495 PER SYSTEM, INCLUDES SHIPPING, HANDLING AND INSURANCE.
 DEPOSIT: 10% DEPOSIT PLUS \$495 SHIPPING FEE DUE UPON ORDER SUBMISSION
 NET PAYMENT: BALANCE DUE FROM CUSTOMER OR FROM CUSTOMER OBTAINED THIRD-PARTY FINANCING UPON PRODUCT DELIVERY
 DISCOUNT: DEMONSTRATION STOCK ITEMS MAY BE USED - STANDARD WARRANTY TERMS
 VOID: PROPOSAL VOID 30 DAYS AFTER ISSUANCE. VOID IF STOCK ITEMS UNAVAILABLE.

If Sound incurs any collection expenses for past due payments, you agree to reimburse us for such expenses per the Terms and Conditions of Sale attached hereto. Order changes may be submitted up to 4 weeks prior to the scheduled delivery and installation date or within 3 business days after receipt of your signed purchase order. If we accept late requests or order changes, delivery and installation may be delayed. We reserve the right to accept or deny order changes and late change requests, for any, or for no reason, at our discretion. Delivery and installation will be scheduled separately. Once scheduled, any change to the delivery and installation date may result in additional charges.

Prices shown on above do not include taxes. Where applicable, taxes will be added and shown separately on invoices at the time of billing.

This offer and purchase order is subject to the Terms and Conditions of Sale attached hereto, and made a part thereof. Deposits are non refundable. Order may not be cancelled, by you, for any reason. This purchase order is binding on Sound when it is accepted by Sound. By signing, you acknowledge you have read & agree to the Terms & Conditions and Sale attached hereto.

Purchaser Order Accepted By:

 (Signature) (Phone Number) (Email)

 (Print Name) (Title) (Date)

PURCHASER IS RESPONSIBLE FOR ALL NECESSARY OR REQUIRED FACILITIES MODIFICATIONS, CABLING, WALL-MOUNT & CABLE PORT INSTALLATION, AND REMOVAL OF EXISTING ITEMS. NETWORKING OF SERVER TO EXISTING ITEMS IS NOT INCLUDED. IF SOUND IS REQUESTED TO PERFORM ANY OF THESE OR OTHER ADDITIONAL SERVICES, LABOR AND MATERIAL CHARGES WILL APPLY AT \$150 PER HOUR WITH A 1 HOUR MINIMUM.

DELIVERY AND INSTALLATION WILL BE SCHEDULED UPON MUTUAL AGREEMENT OF SOUND AND PURCHASER. ANY PURCHASER REQUESTED CHANGE TO AGREED UPON DELIVERY AND INSTALLATION DATES MADE LESS THAN 4 DAYS PRIOR TO AGREED UPON DELIVERY AND INSTALLATION DATES WILL BE SUBJECT TO \$2,500 RESCHEDULING FEE.

IF EXISTING X-RAY TABLE/GENERATOR IS BEING RETROFITTED SOUND DOES NOT GUARANTTEE SYSTEM COMPATIBILITY. COMPATIBILITY PROBLEMS MAY NOT BE APPARENT UNTIL ACTUAL SYSTEM INSTALLATION. PURCHASER WILL BE RESPONSIBLE FOR ANY TABLE MODIFICATIONS/UPDATES REQUIRED TO INTERFACE WITH SOUND DIGITAL SYSTEM.



**SOUND
TERMS AND CONDITIONS OF SALE**

1. General. These terms and conditions are the commercial terms of purchase of all products from Sound, a VCA Antech company ("Sound") and apply to all purchases from Sound by any purchaser with notice however gained ("Purchaser") including the use of Sound's website. Sound's offer to sell Sound products to Purchaser is expressly limited to and conditioned on Purchaser's acceptance of these terms and conditions and those set forth in any applicable Sound-order summary, purchase order or purchase agreement. No additional or different terms or attempted exclusions or modifications (by way of order summary, acceptance, confirmation, communication, course of performance or otherwise, all of which may hereafter be referred to jointly and severally as "Reply") shall be effective against Sound in the absence of the express written consent of Sound; any attempt by Purchaser to add, exclude or modify any terms is objected to and will be of no force or effect. Neither the delivery of this document nor anything contained herein shall be construed to be an acceptance or confirmation of any prior or subsequent Reply; this document shall be a rejection and counter-offer with respect to any such Reply. The contract between Sound and Purchaser, including these terms and conditions, which are incorporated in, and are a part of each order summary, purchase order, requisition, shipping instruction and other document, whether expressed in written form, by electronic data interchange or other tangible format, relating to Sound products purchased by Purchaser from Sound, shall be referred to as the "Agreement."

2. Products: Products covered by this Agreement are those identified in any applicable order summary, purchase order, requisition, shipping instruction and other document, accepted by Sound, and the quantities thereof, are only those specifically identified therein. Sound may make changes to products that do not adversely affect their form, fit or function without the prior approval of or notification to Purchaser. Sound will give Purchaser at least sixty (60) days prior written notice if Sound makes changes to products that affect their form, fit or function or discontinues any products prior to fulfillment hereunder.

In such event, Sound will use reasonable efforts to find a substitute Sound product acceptable to Purchaser, in Purchaser's sole discretion, but, failing that, then either party may cancel any Purchaser purchase order for products to the extent not previously fulfilled by giving the other

notice, and neither party will be liable to the other for damages resulting from that cancellation.

3. Price and Payment. Prices are as set forth in the applicable order summary, quotation, purchase order, or purchase agreement or as otherwise published by Sound from time to time. All prices are exclusive of all taxes and duties, including without limitation all sales, excise or use taxes. Unless otherwise provided, Sound may change prices for any products, whose estimated delivery date is more than ninety (90) days after the date set forth in the applicable order summary, quotation, purchase order, or purchase agreement, by giving Purchaser prior notice. If because of any price increase, Purchaser does not wish to purchase products previously ordered, then Purchaser may, as its sole remedy, cancel this Agreement to the extent not previously fulfilled by giving Sound notice within ten (10) days of that notice. All prices for products, services, shipping, etc., are in US. dollars and subject to change without notice. Payments may be made by check, money order, credit card or electronic transfer in U.S. funds. All payments and credit memoranda will be credited to customer's account. Where payment is made by credit card, such payment is subject to the approval of the financial institution issuing the credit card and may be subject to applicable fees. Sound shall not be liable in any way if such financial institution refuses to accept or honor the credit card for any reason. All payments should be remitted to the address shown on the statement or invoice, including customer account number and/or invoice number to ensure appropriate application. A twenty-five dollar (\$25.00) fee will be charged for all returned checks. Sound shall have no liability or other responsibility to customer for any financing arrangements (including, but not limited to, loans) made by customers with third party lenders to purchase products from Sound.

4. Taxes. The prices for products indicated in this Agreement exclude all taxes, including, but not limited to, sales, excise or use taxes. Purchaser shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement, except for taxes based on Sound's net income. Sound will invoice Purchaser for any taxes Sound is legally obligated to collect from Purchaser. Purchaser agrees to pay, and to hold Sound harmless from, all taxes described in this paragraph.

5. Finance Charge/Costs of Collection. Any amount not paid when due shall accrue a late charge at a



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rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per year), or the maximum rate provided by law, whichever is less. If Purchaser is delinquent in paying any amount owed to Sound by more than ten (10) days, then without limiting any other rights and remedies available to Sound under the law, in equity, or under contract, Sound may (i) suspend production, shipment and/or deliveries of any or all products purchased by Purchaser, or (ii) by notice to Purchaser, treat such delinquency as a repudiation by Purchaser of the portion of the Agreement not then fully performed, whereupon Sound may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable. Purchaser shall pay all collection costs incurred by Sound including, but not limited to, collection agency fees, attorneys' fees and court costs. Purchaser hereby represents to Sound that Purchaser is now solvent and agrees that each acceptance of delivery of the products sold hereunder shall constitute reaffirmation of this representation at such time.

6. Delivery. If delivery of products is delayed by Sound, Purchaser will not be excused from its obligation to pay for products when finally delivered or from any of its other obligations hereunder. However, if Sound delays delivery of products by more than thirty (30) days after the delivery date, then Purchaser may, as its sole remedy, cancel any Purchase order for products to the extent not previously fulfilled by giving Sound notice within ten (10) days, and neither party will be liable to the other for damages resulting from that cancellation.

7. Shipment. Sound will choose the carrier for shipping products, and all shipments of products to Purchaser will be "F.O.B. Destination Freight Prepaid and Add" Purchaser specified locations. Actual costs of any special or expedited shipping and handling requested by Purchaser will be invoiced to and paid by Purchaser.

8. Title; Risk of Loss. Title and risk of loss of or damages to any products will pass to Purchaser upon Sound's delivery of the products to the location designated by Purchaser.

9. Force Majeure. Neither party shall be liable for any damages or delays caused by or in any manner arising from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, any shortage of labor, fuel, power, materials or supplies, transportation delays, delays in deliveries by Sound's vendors or any other cause or causes (whether or not similar in

nature to any of these hereinbefore specified) beyond such party's control.

10. Limited Warranty. Except as expressly set forth in the applicable Sound Assurance Premier Warranty & Service Program provided as part of the purchase of a qualifying product, all products, as well as hardware and software related thereto, are sold by Soundhereunder on an "As Is" basis without warranty of any kind, whether express, implied, statutory or otherwise. ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY SOUND. NO ORAL OR WRITTEN INFORMATION PROVIDED BY SOUND SHALL CREATE A WARRANTY UNLESS EXPRESSLY INCORPORATED INTO THESE TERMS AND CONDITIONS.

11. LIMITATION OF LIABILITY. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES RELATED TO ANY PRODUCT OR THESE TERMS & CONDITIONS (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE OF EQUIPMENT OR UNAVAILABILITY OF DATA), INCLUDING CLAIMS OF ANY THIRD PARTY. SOUND'S ENTIRE LIABILITY FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHER CAUSE OR THEORY IS LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS UPON TIMELY RECEIPT OF NOTICE WITHIN ONE YEAR FROM DATE OF DELIVERY REGARDLESS OF WHETHER SOUND HAS BEEN ADVISED OF THE POSSIBILITY OF OTHER DAMAGES. IN NO EVENT SHALL SOUND'S LIABILITY FOR BREACH OF ANY WARRANTY HEREUNDER EXCEED THE ACTUAL LOSS OR DAMAGE SUSTAINED BY PURCHASER, UP TO THE AGGREGATE PURCHASE PRICE OF THOSE PRODUCTS WITH RESPECT TO WHICH SUCH CLAIM IS MADE.

12. Indemnification. Purchaser shall defend, hold harmless and indemnify Sound and its successors and assigns against any liability, claim, demand, cause of action, cost or expense (including, without limitation, attorney and other professional fees and disbursements) arising out of the use of the products (including, but not limited to, as a result of death, bodily injury, personal injury or property damage), except to the extent caused by Sound's gross negligence or product liability.

13. Trademarks. Purchaser acknowledges the validity of Sound's and other third parties' tradenames and trademarks appearing on products, and Purchaser will have no right to or interest in any



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trademarks or tradenames owned, used or claimed now or in the future by Sound or such third parties.

14. Software. Any software furnished by Sound under this Agreement is done so on a non-transferable license-to-use basis and all right, title and interest therein is and will remain vested exclusively in Sound or its licensors. Purchaser will not decompile, disassemble, or otherwise derive the source code of any software furnished by Sound nor will Purchaser make any copies of such software, except that Purchaser may make one (1) copy of each such software product for backup purposes only. Purchaser will return or destroy all copies of software upon cessation of related product usage. All software furnished by Sound is to be considered confidential information and will be held by Purchaser in strict confidence and disclosed on a need-to-know basis, or as required by law, to only those of its employees who have agreed in writing to maintain the confidentiality of Purchaser provided third party confidential information.

15. Notices. Any notice given under this Agreement will be deemed to be sufficiently given when sent in writing by certified or registered mail or by facsimile or other rapid form of transmission where receipt is acknowledged to the parties at their respective addresses set forth herein or as those addresses may be subsequently changed by giving notice. The date of mailing or transmission of any notice hereunder will be deemed the date on which that notice has been given.

16. Waiver. No failure and no delay in exercising, on the part of any party, any right under the Agreement will operate as a waiver hereof, nor will any single or partial exercise of any right preclude the further exercise of any other right. No course of dealing or course of performance may be used to evidence a waiver or limitation of Purchaser's obligations under this Agreement.

17. Assignment. Purchaser may not assign or delegate its rights or obligations under this Agreement without the prior written consent of Sound. Sound may assign its rights and obligations under this Agreement without Purchaser's prior written consent.

18. Relationship of the Parties. Sound and Purchaser are independent contracting parties. Nothing in this Agreement makes either party the agent or legal representative of the other party for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

19. Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

20. Governing Law. This Agreement is to be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of California. All actions relating to this Agreement shall be venued solely within the County of San Diego, State of California, and each party hereto irrevocably submits to the jurisdiction of the state and federal courts sitting in the County of San Diego, State of California, for the adjudication of any disputes arising hereunder.

21. Attorneys' Fees. If any action is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party, the prevailing party in such action shall be entitled to recover as an element of such party's costs, in addition to any damages to be awarded to it, reasonable attorneys' fees and expenses, and court costs.

22. Severability. If any provision of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement will remain in full force and effect.

23. Entire Agreement. This Agreement supersedes terminates and otherwise voids any and all prior written and/or oral agreements between the parties with respect to products. There are no warranties, representations, or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. This Agreement may be modified only by a written instrument signed by both parties making specific reference hereto.



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Payment Authorization Form

CUSTOMER INFORMATION

Clinic Name: _____ Account #: _____

Customer Name: _____ Billing Zip Code: _____

Phone Number: _____ E-mail: _____

COMPLETE FOR ACH (E-Check) PAYMENT:

Bank Name: _____ City / State: _____

Bank Account #: _____ Routing #: _____

Bank Account Type: Checking Savings

COMPLETE FOR CREDIT CARD PAYMENT:

Card Type: Visa M/C AMEX Discover

Credit Card number: _____ Expiration Date: _____

Billing Zip Code: _____ Card Holder Name: _____

Authorized Signature: _____ Date: _____

The deposit amount due equals Sales Tax, Shipping Charges plus the respective percentage of SUBTOTAL sales amount. This percentage is indicated on the signature page of this Order Summary. If amount to be charged differs from the terms of this agreement, please indicate under the Special Payment Instructions below.

Standard Shipping Charges:

DR Small Animal	\$1,090	DR Equine / CR	\$990	Dental (w/ Generator)	\$215	Ultrasound Console	\$995	doctorVet	\$200
X-Ray/RLT Vet	\$895	Generator	\$250	Dental (w/o Generator)	\$65	Ultrasound Portable	\$495	OEC	\$900

PLEASE DO NOT EMAIL THIS FORM. Emailing credit card information is against our company policy. If you are NOT submitting this form via DocuSign, please Fax to (760) 444-8719