



Quote #: PN-077304

Quote Date: 01/23/2025

Customer billing information:

SOLD TO ACCOUNT# (Owner): 0100150871
CONTRA COSTA COUNTY ON BEHALF OF
CONTRA COSTA REG MED CTR
2500 ALHAMBRA AVE
MARTINEZ, CA 94553-3156

EQUIPMENT BILL TO ACCOUNT #: 0100150871
CONTRA COSTA COUNTY ON BEHALF OF
CONTRA COSTA REG MED CTR
2500 ALHAMBRA AVE
MARTINEZ, CA 94553-3156

Customer Equipment Purchase Order Number/Information (optional): _____

SALES ORDER AGREEMENT

This Sales Order Agreement ("Agreement") is between Alcon Vision, LLC ("Alcon"), a limited liability company organized and existing under the laws of the State of Delaware, located at 6201 South Freeway, Fort Worth, Texas 76134-2099 and CONTRA COSTA COUNTY ON BEHALF OF CONTRA COSTA REG MED CTR ("Customer"), a company incorporated and existing under the laws of CA, having its registered office at 2500 ALHAMBRA AVE, MARTINEZ, CA 94553-3156, with Alcon Account Number 0100150871. Alcon and Customer may individually be referred to as a "Party" and collectively as the "Parties." This Agreement will be effective upon full execution by authorized signatories of the Parties ("Effective Date"). Until fully executed by both Parties, this document does not constitute a binding offer or acceptance on behalf of either Party, and no obligation herein may be enforced in any manner whatsoever.

AGREEMENT TERMS AND CONDITIONS

1. **Program Summary.** Alcon shall sell to Customer, and Customer shall purchase from Alcon, the equipment listed and described below ("Equipment"), pursuant to the terms and conditions set forth in this Agreement. Customer agrees to pay for the Equipment, and any applicable System Service Fee(s), as hereinafter defined, in the amounts outlined in this Agreement.

1.1 Equipment Table

Qty	Description of Equipment/Service	Extended Amount
Equipment		
1	ARGOS BIOMETER (ZKIT)-(900242708)	\$87,000.00

1.2 Purchase Summary

Purchase Total:	\$87,000.00
Less Discounts (excluding trade-in):	\$42,000.00
Less Trade-in Equipment Discount:	\$0.00
Purchase Price:	\$45,000.00

1.3 Installation Site. (Equipment will be shipped to the following location)

CONTRA COSTA COUNTY ON BEHALF OF
CONTRA COSTA REG MED CTR
2500 ALHAMBRA AVE
MARTINEZ, CA 94553-3156

1.4. Special Financial Instructions. N/A

1.5. Special Shipping Instructions. N/A

1.6. Estimated Shipping Date

Customer will accept delivery of the Equipment 30 days after the Effective Date (the date can be extended based upon customer needs).

1.7. Customer Information for UCC Security Interest Filing Requirements

Customer's Legal Name:

State of Incorporation:

Charter ID #:

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2. **Purchase Price and Payment.**

2.1. **Purchase Price.** The Purchase Price set forth in the Purchase Summary represents the price for the products and services described in the Equipment Table, less any applicable discounts and trade-in equipment discount, and may include existing amounts owed by Customer to Alcon.

2.2. **Payment Terms.** Payment for any invoices issued by Alcon pursuant to this Agreement will be due within 30 days of the applicable invoice date unless otherwise agreed to in writing by Alcon. Failure of Alcon to provide a timely invoice does not excuse Customer from payment

2.3. **Shipping.** The Purchase Price excludes all shipping and handling charges, which shall be invoiced to Customer separately.

2.4. **Taxes.** The Purchase Price excludes all federal, state, and local taxes, duties, sales taxes, value added taxes, assessments, and similar taxes and duties relating to the Equipment. Customer will be responsible for paying and filing all taxes and duties assessed upon the Equipment or its use or operations or on earnings arising therefrom.

2.5. **Service Charges for Late Payment.** If Alcon retains a collection agent or initiates any legal action to recover any amounts due hereunder, a service charge may be added to unpaid invoices from the date of such referral or initiation, at Alcon's option, at the rate of 1½% per month (18% per year) or the maximum legal rate, whichever is less.

2.6. **Invoicing.** Alcon shall have the option to invoice Customer for any amounts immediately due hereunder upon: (i) shipment of the Equipment to Customer; (ii) the installation of the Equipment at Customer's location; (iii) completion of necessary training related to the Equipment; or (iv) the Estimated Shipping Date set forth above.

3. **Ownership and Proprietary Rights.**

3.1. **Ownership.** Title to the Equipment transfers to Customer upon Alcon's receipt of all sums owed for the Equipment.

3.2. **License to Use Equipment.** Intentionally omitted.

3.3. **Security Interest and Agency.** Alcon reserves all rights under applicable laws to register a purchase money security interest or lien on the Equipment. The value of Alcon's security interest or lien equals the purchase price of the Equipment and will be satisfied upon payment in full. Customer represents and warrants that the location of Customer's primary place of business and Customer's legal name are as set forth in the Sold to Account information above. Customer hereby appoints Alcon or its agent as Customer's limited attorney-in-fact to execute and record all documents reasonably necessary to reflect Alcon's ownership interest hereunder. Until Customer's financial obligations hereunder have been paid in full, Customer shall: (i) preserve its corporate existence and not merge into or consolidate with any other entity (whether as one transaction or a series of related transactions) or sell all or substantially all of its assets without notifying Alcon of such event and entering into an appropriate amendment to this Agreement; (ii) not change the state of incorporation or its corporate name without providing Alcon at least 30 days' advance written notice; (iii) not move the Equipment from the Installation Site, as hereinafter defined, without prior written approval of Alcon; (iv) not remove, conceal, or deface any labels, plates, stenciling, or decals placed upon the Equipment to give notice of Alcon's interest in the Equipment; and (v) keep the Equipment free and clear of all liens, claims, and encumbrances in favor of another.

3.4. **Proprietary Rights.** Customer acknowledges and agrees that the name "Alcon," the name of the Equipment, and all associated logos, branding, and design elements (collectively, the "Marks") are the exclusive property of Alcon. Customer further acknowledges and agrees that the Marks are valuable assets of Alcon and that substantial recognition and goodwill are associated with the Marks. Customer shall not take any action inconsistent with Alcon's ownership of the Marks, and all uses by Customer of the Marks shall inure to the benefit of Alcon.

4. **Delivery of Equipment.**

4.1. **Risk of Loss; Insurance.** Equipment shipped by Alcon will be delivered to Customer F.O.B. Origin, with risk of loss passing to customer upon shipment Alcon shall obtain transit insurance coverage for the equipment at Customer's expense during shipment. Charges for such insurance coverage are included in the shipping and handling charges set forth on the invoice and shall be paid by Customer. Customer shall cooperate with the transit insurer in processing any damage or loss claim. Following Delivery of the Equipment to the Installation Site, Alcon shall have no further obligation to obtain insurance for Customer.

4.2. **Installation Site.** Customer shall be responsible for preparing, at its expense and prior to delivery of the Equipment, a site suitable for the installation and operation of the Equipment and in compliance with applicable laws and any specifications that Alcon may supply to Customer ("Installation Site"). Alcon will not be liable for, and Customer agrees to indemnify and hold Alcon harmless from any liability resulting from, non-standard methods of installation (or such other installation methods not made in accordance with product specifications) by Customer or its personnel, including, but not limited to, ceiling-mount installations. Delivery of the Equipment in undamaged condition to Customer's Installation Site shall constitute delivery to Customer ("Delivery"). The Equipment shall remain at the Installation Site. If Customer intends to move the Equipment to another location after Delivery of the Equipment, Customer shall provide Alcon written notice prior to such move and obtain Alcon's consent prior to moving the Equipment. If the Equipment is transferred in violation of this Agreement, all warranties shall be void, and Alcon shall be under no obligation to provide service or warranty coverage for such Equipment.

4.3. **Installation.** At an agreed-upon time following Delivery of the Equipment, Alcon personnel shall install the Equipment at the Installation Site and perform applicable tests to determine that the Equipment is operating in conformance with Alcon's product documentation for the Equipment ("Installation"). Alcon agrees to indemnify and hold Customer harmless from any liability resulting from the willful misconduct or negligence of Alcon's personnel in delivering and installing the Equipment.

5. **Training.** Alcon may, as appropriate, provide Customer with training on, and support of, the Equipment. For certain products, Alcon has established minimum recommended training for the safe and effective use of the Equipment, which will be achieved once at least one qualified surgeon able to perform surgeries with the Equipment at Customer's facility has received the minimum recommended training ("Minimum Training Requirement"). Customer agrees not to make use of such Equipment except as required for the purpose of training toward the Minimum Training Requirement until the Minimum Training Requirement is met.

6. **Trade-in Equipment.** Trade-in equipment ("Trade-In Equipment"), if applicable and described in the Purchase Summary, must be returned within 90 days of Delivery, or Customer agrees to pay Alcon the trade-in value of the Equipment specified therein (plus applicable taxes) upon invoicing. Customer represents and warrants to Alcon that it has the legal right to transfer title to, and surrender possession of, such Trade-In Equipment to Alcon. Customer further represents and warrants to Alcon that Customer either: (a) owns all right, title and interest in such Trade-In Equipment free and clear of any third-party liens, security interests or other encumbrances of any kind (collectively, "Liens"); or (b) has provided Alcon with a complete written list of such Liens. Customer agrees to obtain, or facilitate Alcon in obtaining, full releases of any such Liens either prior to or promptly after surrendering possession of the Trade-In Equipment to Alcon. Customer agrees to indemnify Alcon from any claims resulting from a breach of any of the warranties in this section.

7. **Customer Representations.**

7.1. Customer acknowledges and agrees that it: (i) has selected the Equipment based on its professional judgment and expressly disclaims any reliance upon any statements made by Alcon or any agent of Alcon unless provided herein; (ii) is purchasing the Equipment for its own use and not for resale or distribution, and any violation of this acknowledgment shall be a material breach of this Agreement; and (iii) shall use the Equipment only in normal operations for the purposes for which it was designed and shall cause the Equipment to be operated only by competent and qualified personnel and in accordance with applicable manufacturer's instructions. Additionally, Customer acknowledges and agrees that the use of the Equipment other than in accordance with the published instructions or with any disposable or consumable products that are not sold, authorized, or validated by Alcon, is at Customer's sole risk, and Customer hereby releases Alcon (and Alcon hereby disclaims) from any liability for such use.

7.2. The Parties acknowledge that the foregoing restriction on resale or distribution shall not apply to those customers who are participating in the Small Business Administration's 8(a) Program or resale by a financing company in connection with the finance of the Equipment.

8. **Equipment Warranty and Maintenance.**

8.1. **Warranty.** From the date of first Installation, Alcon warrants that the Equipment is free from defects in materials and workmanship for a period of one (1) year for new ophthalmic surgical Equipment, three (3) years for new Argos Biometer; and six (6) months for recertified (or refurbished, demo, or other similarly-described) ophthalmic surgical Equipment, two (2) years for recertified (or refurbished, demo, or other similarly-described) for Argos Biometer Equipment (the Warranty). Such Warranty is contingent on proper Equipment installation, maintenance, and operation in accordance with the published instructions. If the Equipment is subject to federal or state consumer warranty laws, Alcon's limited Warranty included with the Equipment applies in place of such warranties; provided, however, that if such warranties cannot be disclaimed, Alcon limits the duration and remedies of such warranties to the duration and remedies available hereunder. THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND MADE ONLY TO CUSTOMER. ALCON MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT OR ANY OTHER PRODUCTS, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. ALL WARRANTIES ARE IMMEDIATELY VOID IF THE EQUIPMENT IS SERVICED BY CUSTOMER OR A THIRD-PARTY, OR IF THE EQUIPMENT OR PRODUCTS ARE NOT USED IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS.

8.2. **Maintenance.** Customer shall be responsible for maintaining the Equipment according to Alcon's published instructions. Failure to maintain the Equipment shall be a material breach of this Agreement and may void applicable warranties, and Alcon shall bear no liability or responsibility for such Equipment failure, nor shall such failure excuse Customer from making payments under this Agreement.

8.3. **Limitation of Liability.** For any Warranty claim hereunder, Alcon's sole and exclusive liability and Customer's sole and exclusive remedy shall be limited to either, at Alcon's sole option, the (a) repair or replacement of any goods which are the subject of any such breach, using new or recertified parts; or (b) refund of the price paid for such goods. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, INJURY TO GOODWILL, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES WILL ALCON'S LIABILITY RELATING TO ITS SALE OF PRODUCTS TO CUSTOMER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PARTICULAR PRODUCTS INVOLVED.

9. **Termination.**

9.1. **Term.** The term of this Agreement shall commence on the Effective Date and shall remain in force until the Purchase Price is fully paid, unless earlier terminated earlier in accordance with this Agreement or by written agreement of the Parties ("Term").

9.2. **Termination By Customer.** At any time after shipment of the Equipment, but prior to Delivery, Customer may terminate this Agreement without cause by providing written notice to Alcon. In such event, if Alcon determines in its sole discretion that it has been substantially harmed by such termination, Alcon may invoice Customer for liquidated damages, but not as a penalty, in an amount equal to 15% of the Purchase Price of the Equipment.

9.3. **Termination By Alcon.** Prior to full payment of the Purchase Price, Alcon may, in its sole discretion, terminate this Agreement at any time upon written notice if Customer breaches any material term of this Agreement and such material breach remains uncorrected for 15 calendar days. A material breach includes, but is not limited to, (i) Customer's failure to make any payment when due under this Agreement; (ii) Customer's failure to fulfill any term or provision of this Agreement; or (iii) Customer's bankruptcy, insolvency, business failure, or termination of existence.

9.4. Rights upon Termination. Termination of this Agreement shall not prejudice any of the Parties rights and obligations which have accrued prior to termination. If Alcon terminates this Agreement, Alcon may do any one or more of the following without the requirement of further notice (including notice of acceleration): (i) reduce any claim to judgment; (ii) foreclose all liens and security interests securing payment of the Equipment (iii) repossess the Equipment without a breach of the peace; (iv) require Customer to immediately return the Equipment to Alcon, at Customer's expense; and (v) exercise any other rights or remedies under this Agreement or applicable law, including, without limitation, the rights of a secured creditor under the Uniform Commercial Code. If Alcon engages an attorney to enforce any of its rights or remedies and/or collect any amounts due under this Agreement, Customer agrees to pay Alcon's enforcement and collection costs, including but not limited to, reasonable attorneys' fees and court costs.

9.5. Return Option. Customer may return the Equipment at any time within the first thirty (30) days following installation. Should the customer exercise this option there will be no penalty or billing.

10. Compliance with Laws. Customer and Alcon shall, in connection with this Agreement, comply with all applicable United States federal and state laws, regulations, and other authorities, including but not limited to the federal Anti-Kickback Statute (42 U.S.C. 1320a-7b) and comparable state laws. Customer shall comply with, and shall cause each Equipment user to comply with, all applicable laws affecting the Equipment, including, without limitation, the Federal Food, Drug, and Cosmetic Act as well as all applicable rules, regulations and any labeling promulgated thereunder. Customer shall not remove or tamper with any label affixed to the Equipment. Customer and the Equipment users shall use the Equipment in accordance with the Equipment user's manual as same may from time to time be amended.

11. Adverse Event and Recall. Any adverse event, malfunctions, or quality complaints related to the Equipment shall be handled by Customer and Alcon according to local legal requirements. If Alcon is required by law, regulation, direction, or any other reason to recall the Equipment, Customer shall fully cooperate with Alcon in such recall of the Equipment.

12. Miscellaneous.

12.1. Confidentiality. All pricing and terms are confidential and shall remain so for a period of three (3) years following expiration or termination of this Agreement. Customer shall not disclose the pricing and terms hereunder or use this Agreement as a basis for competitive solicitation. Notwithstanding the foregoing, either party may disclose such information to the extent required by law or pursuant to the order or request of a court, administrative agency, or other governmental body.

12.2. No Supply Commitment. Except as specifically provided in this Agreement, this Agreement is not a commitment to supply consumables for the Equipment at any fixed price. Alcon may, in its sole discretion, make adjustments to the price of consumables and decline to supply consumables for any lawful reason, including non-payment of obligations under this Agreement.

12.3. Force Majeure. Neither party shall be liable for any failure or delay in the performance or shipment of any order when such failure or delay is directly or indirectly caused by or in any manner arises or results from fire, flood, accident, riot, war, governmental interference, rationing, allocations or embargoes, strikes or shortages of labor, delay in delivery of material by suppliers, or other difficulties (whether or not similar in nature to any of the foregoing) beyond its control.

12.4. Governing Law. This Agreement is governed by and construed in accordance with the substantive and procedural laws of the State of California (without regard to conflict of law principles).

12.5. Notices. All notices required or permitted under the Agreement shall be sufficient if sent via U.S mail or express courier delivery to a Party at its address as set forth in this Agreement, or at such other address as the Party may designate to the other in writing from time to time. Any such notice mailed via U.S. mail shall be effective three (3) days after it has been duly addressed and postmarked via the U.S. Postal Service. Notices may be delivered electronically only with written acknowledgment of receipt by the other Party, effective upon such acknowledgement of receipt.

12.6. Entire Agreement. This Agreement, including all of the Exhibits or attachments hereto, constitutes the final entire Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any other agreements or proposals, whether oral or written, pertaining to the subject matter hereof, including, without limitation, any purchase order issued by Customer. Alcon objects to and shall not be bound by any terms and conditions contained in Customer's purchase order forms (regardless of when such purchase order is issued by Customer).

12.7. Survival. The rights and obligations of the Parties under the following sections survive expiration or termination of this Agreement: Confidentiality, Compliance with Laws, Adverse Event and Recall, and Governing Law.

12.8. Waiver. No claim or right arising out of any term or condition of this Agreement or out of any breach of this Agreement can be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing signed by the party granting such waiver. If any term or condition of this Agreement is held invalid, the remaining terms and conditions of this Agreement shall not be affected thereby.

12.9. Assignment. Alcon may assign or sub-contract its obligations and/or rights under this Agreement. Customer may not assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of Alcon. Any attempted assignment in violation of these restrictions shall be void. The provisions of this Agreement shall be binding upon and shall inure to the benefit of Customer and Alcon, their respective successors, and permitted assigns.

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date noted above.

**CONTRA COSTA COUNTY ON BEHALF OF
CONTRA COSTA REG MED CTR**

ALCON VISION, LLC

By: _____

By: _____

Date: _____

Date: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ALCON VISION, LLC

By: _____

Date: _____

Print
Name: _____

Title: _____