

SALE AGREEMENT # 002261

Draeger:

Draeger, Inc.
(referred to herein as "Draeger")
3135 Quarry Road
Telford, PA 18969
Primary Contact: Chris Gilsenan
Contact E-mail: chris.gilsenan@draeger.com
Contact Telephone: (415) 816-6704

Customer:

Contra Costa Regional Medical Center
(referred to herein as "Customer")
2500 Alhambra Avenue
Martinez, CA 94553
Primary Contact: Ria Fikrat
Contact E-mail: ffikrat@cchealth.org
Contact Telephone: (925) 708-7715

This Sale Agreement # 002261 ("Sale Agreement"), effective as of the last date on which this document is fully executed by all Parties (the "Effective Date"), is hereby entered by and between Draeger and Customer (referred to herein singularly as "Party" and collectively as "Parties").

1. **Agreement Documents.** The term "Agreement" means this Sale Agreement and the schedules attached to this Sale Agreement, all of which are hereby incorporated herein by reference, and any signed written amendments to the Agreement that may be entered by Parties. In addition, the terms and conditions of the contract identified below ("Group Contract") are hereby incorporated by reference into the Agreement and are applicable with regard to the modality or modalities covered by the respective Group Contract:

| Modality | GPO/IDN/ Buying Group Name | Group Contract Reference # | Group Contract Effective Date |
|------------|----------------------------------|-------------------------------|----------------------------------|
| Anesthesia | Vizient | CE7151 | January 1, 2020 |

The terms and conditions of each Group Contract shall continue for the term of this Agreement regardless of the duration of the Group Contract. The terms and conditions specified in Schedule C, attached hereto, are intended to address areas not covered in the terms and conditions of the GPO Contract; therefore, to the extent there is any conflict among the terms and conditions specified in Schedule C and the terms and conditions of the GPO Contract, the GPO Contract shall govern. In the event of any other conflict among the documents comprising the Agreement, the precedence of control shall be (i) this Sale Agreement (without reference to Schedule C), (ii) the applicable GPO Contract, and (iii) Schedule C.

Except as expressly stated in this Agreement, no printed terms and conditions on a purchase order, invoice, or other instrument shall apply to the sale and provision of Products (as defined below) during the Term specified in Section 5 by Draeger to Customer.

2. **Product Orders.** Customer shall purchase the Goods listed on Schedule A ("Goods") and the Services listed on Schedule A, as further described on Schedule B ("Service"). Goods and Services are referred to herein collectively as "Products." A Customer shall order Product by submitting a purchase order for Product to Draeger. Products may be changed by a revision of Schedule A signed by both Parties.
3. **Product Pricing.** The cost of Goods and fees for Service are as specified on Schedule A. All Product pricing is subject to change at the time of renewal or extension of the Agreement. Price

changes may become effective prior to renewal or extension of the Agreement by written agreement signed by both Parties.

4. **Discounts.** The Parties acknowledge that any discounts constitute discounts or other price reductions under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). To the full extent required by law, Customer is hereby informed and acknowledges that it must properly disclose this and any other “bonus, discount, rebate, or other reduction in price” provided to Customer by Draeger to any state or federal program that provides cost or charge-based reimbursement to such customer for Service. Customer acknowledges that Draeger may be required to report the dollar amount of value of anything received by Customer other than Service paid for price designated under this Agreement and such information may be made public depending on applicable law.
5. **Delivery Date.** In the event Customer is not ready for Goods to be delivered on the confirmed delivery date, Customer must notify Draeger thirty (30) days prior to confirmed delivery date to reschedule. If Customer fails to provide the required notification, Draeger may invoice Customer for Goods and any additional costs to hold Goods until Customer is ready for delivery.
6. **Term.** The term of this Agreement shall commence on the Effective Date and continue until completion of the delivery of the Goods and the performance of the Services, if any, detailed in Schedule A (the “Term”), unless terminated earlier in accordance with the terms of the Agreement. Notwithstanding the foregoing, the provisions of the Agreement regarding indemnification, limitations on liability, warranty, confidentiality, and legal notice, shall survive the Term.
7. **Authorization of Signatures.** Each Party represents and warrants that the person or persons signing this Agreement on its behalf has legal capacity to execute and deliver this Agreement. If a Party executes this Agreement by electronic signature, the respective Party represents and warrants that such electronic signature is recognized by such Party as an authorized means of execution to legally bind such Party to the terms of this Agreement.
8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Agreement as of the Effective Date.

Draeger, Inc.

**Contra Costa County on Behalf of Contra
Costa Regional Medical Center**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

SCHEDULE A

Customer agrees to purchase the Products listed below for the identified devices. The Products may be modified by written revision or addition to this **Schedule A** executed by both Parties.

Quote No. 136323554 *(for reference purposes only)*



Quotation



Customer no.
91040904

Quotation no. 136341589
Date of offer 08/19/2025

Please reference on inquiries

Customer
CONTRA COSTA REG MED CTR
2500 ALHAMBRA AVE
MARTINEZ CA 94553-3156

Payer 91040904
CONTRA COSTA REG MED CTR
2500 ALHAMBRA AVE
MARTINEZ CA 94553-3156

Your request

08/19/2025
AtlanXL IACS C500 R3

Ship-To party 91040904

CONTRA COSTA REG MED CTR
2500 ALHAMBRA AVE
MARTINEZ CA 94553-3156

Your contact person

CHRIS GILSENAN
Tel.: 415-816-6704
chris.gilsenan@draeger.com

Dear Customer,

Thank you for your inquiry. Please find enclosed our corresponding offer.
If you have any further questions, please do not hesitate to contact us.

Quotation no.: 136341589
Responsible: CHRIS GILSENAN

Telephone: 415-816-6704
Fax:
E-mail: chris.gilsenan@draeger.com

Best regards
Dräger Inc.

Dräger Inc.
Our Tax ID: 23-1699096
3135 Quarry Road, Telford, PA 18969
An Equal Opportunity Employer M / F / V / H
Telephone 800-437-2437
<http://www.draeger.com>

Remit to:
LOCKBOX (Standard USPS)
Dräger, Inc.
PO Box 13369
Newark, New Jersey
07101-3362

Remit to:
LOCKBOX (Overnight)
FIS - Lockbox Operations
Attn: Dräger, Inc., Lockbox #13369
101 Woodcrest Road
Suite 201
Cherry Hill, New Jersey 08003

Remit US Wire Transfers to:
Account Name: Dräger Inc.
Account Number: 00-494-936
Transit Routing: 021001033
SWIFT: BKTRUS33
Deutsche Bank Trust Company Americas
60 Wall Street 25th Fl, New York, NY 10005



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| Pos. | Quant. | Part no. | Description | Unit price USD | % | Total price USD |
|--|---------|----------|---|-------------------|---|--------------------|
| National account: Vizient Anes Tier 2 | | | | | | |
| VIZIENT CONTRACT #CE7151 | | | | | | |
| FOB: DESTINATION/PREPAY AND ADD TO INVOICE | | | | | | |
| PAYMENT TERMS: 30 DAYS FROM DATE OF INVOICE | | | | | | |
| Note: Product Pricing and Payment Terms governed by the Capital Equipment Supplier Agreement CE7151 between Vizient and Draeger Inc. | | | | | | |
| 0010 | 7 EA | 8621600 | Atlan A350 XL | | | |
| **Specif.national properties** | | | | | | |
| Target country | | | | | | |
| USA | | | | | | |
| Pacific Time - Los Angeles | | | | | | |
| St. NEMA 5-15P, ANSI C73 5-15P | | | | | | |
| *** Main configuration *** | | | | | | |
| | | | Chassis with central brake | | | |
| 7 EA | OPC5913 | | Trolley variant (US) A350 XL | 22,540.21 | | 157,781.47 |
| | | | Atlan software 2.00 | | | |
| 7 EA | OPC5914 | | Electronic gas mixer | 4,638.21 | | 32,467.47 |
| | | | Device can be used with N2O | | | |
| 7 EA | OPC5955 | | El.3-gas mixer, Adv.Cyl.Supp. | 2,183.06 | | 15,281.42 |
| 7 EA | OPC5917 | | Patient gas module xGM AutoID | 6,909.52 | | 48,366.64 |
| | | | W/ real gas test O2 | | | |
| 7 EA | OPC5925 | | Dräger Auto Exclusion, 2 vap. | 758.36 | | 5,308.52 |
| | | | Vaporizers are not included and must be ordered separately. | | | |
| 7 EA | 9510768 | | QRG Atlan SW 2.0n en us | 16.01 | | 112.07 |
| *** Gas supply *** | | | | | | |
| | | | For hanging gas cylinders | | | |
| 7 EA | 8609515 | | Cylinder holder Pin-Index | 1,066.39 | | 7,464.73 |



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|------|--------|----------|---|-------------------|---|--------------------|
| | 7 EA | MK06316 | Press. red. O2, for small cyl. Pressure reducer O2, Pin Index W/ Dräger pressure reducer | 1,410.83 | | 9,875.81 |
| | 7 EA | MK06318 | Press. red.AIR, for small cyl. Pressure reducer AIR,Pin Index W / Dräger pressure reducer | 1,452.85 | | 10,169.95 |
| | 7 EA | MK06317 | Press. red.N2O, for small cyl. Pressure reducer N2O,Pin Index | 1,452.85 | | 10,169.95 |
| | | | * Vent. & monitoring options * | | | |
| | 7 EA | OPC5936 | Spontaneous Breathing Support | 2,190.82 | | 15,335.74 |
| | 7 EA | OP50001 | Auto-On | 1,296.00 | | 9,072.00 |
| | 7 EA | OPC5937 | AutoFlow | 2,527.88 | | 17,695.16 |
| | 7 EA | OPC5939 | Advanced gas monitoring, US | 1,174.82 | | 8,223.74 |
| | 7 EA | OPC5940 | Advanced trends | 442.38 | | 3,096.66 |
| | 7 EA | OPC5941 | Adv. ventilation monitoring | 758.36 | | 5,308.52 |
| | 7 EA | OPC5942 | Advanced neonatal support | 1,011.15 | | 7,078.05 |
| | 7 EA | OPC5943 | Expert views | 1,011.15 | | 7,078.05 |
| | 7 EA | OP50000 | Lung Recruitment | 2,800.22 | | 19,601.54 |
| | 7 EA | 8605088 | Breathing bag arm, flexible | 571.87 | | 4,003.09 |
| | | | *** Required accessories *** | | | |
| | 7 EA | 8621751 | Pneumatic nozzle, set 4 pcs Spirolog, 5 pcs. Adapter for CLIC absorber | 46.31 | | 324.17 |
| | 42 EA | MX00004 | CLIC Absorber 800+, 6pcs | 16.10 | | 676.20 |
| | 7 EA | OPC5946 | AGS, active | 261.21 | | 1,828.47 |
| | 7 EA | 8605566 | Control valve NPT | 283.79 | | 1,986.53 |
| | | | *** Endotracheal suction *** | | | |
| | 7 EA | 4118454 | Endotr. suction, DISS, VAC US | 536.61 | | 3,756.27 |
| | | | *** Hardware components *** | | | |
| | 7 EA | 8620513 | Anesthesia workstation light | 504.00 | | 3,528.00 |
| | 7 EA | OPC5948 | Manometer | 433.95 | | 3,037.65 |
| | 7 EA | 8609735 | Organizer insert for drawer | 172.68 | | 1,208.76 |
| | 7 EA | OPC5949 | Pull-out writing tray | 442.38 | | 3,096.66 |
| | 7 EA | 8609023 | Additional system rail, 410 mm | 93.18 | | 652.26 |
| | | | ***Central gas supply hoses*** Central gas supply hoses | | | |



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|------|--------|----------|---------------------------------------|-------------------|---|--------------------|
| | | | *** Power socket strip *** | | | |
| | | | 2 power socket strips | | | |
| | | | *Monitoring and syringe pumps* | | | |
| | | | W/ prep. for pat. monitoring | | | |
| | | | IACS C500 | | | |
| | | | *** Selection CS hoses *** | | | |
| | | | with O2 | | | |
| | | | with N2O | | | |
| | | | with AIR | | | |
| | | | with VAC | | | |
| | | | with WAGD | | | |
| | | | DISS/CGAV-5 / Nipple+Nut Hand | | | |
| | | | Length of CS hoses 15ft | | | |
| 7 EA | | 4199591 | O2 CS hose, 15 ft DISS, Hand | 103.49 | | 724.43 |
| 7 EA | | 4199595 | N2O CS hose, 15ft, DISS, Hand | 103.49 | | 724.43 |
| 7 EA | | 4199593 | AIR CS hose 15ft DISS Hand | 103.49 | | 724.43 |
| 7 EA | | 4199589 | VAC CS hose, 15 ft, DISS, hand | 88.17 | | 617.19 |
| 7 EA | | MP20030 | WAGD CS hose Hand/DISSN 15ft | 66.87 | | 468.09 |
| | | | **Power socket strip PSS300** | | | |
| 7 EA | | OPC5976 | Core unit JP/USA/CAN 2X | 859.47 | | 6,016.29 |
| 7 EA | | OPC5956 | w. Mounting set power strip | 34.38 | | 240.66 |
| 7 EA | | 8609878 | Atlan holder socket strip | 213.49 | | 1,494.43 |
| | | | *** Workstation Mounting *** | | | |
| | | | IACS screen, on top | | | |
| | | | * IT Monitor, on the right | | | |
| | | | Preparation for IT monitor | | | |
| | | | Medical Grade PC/ACL OR PC | | | |
| 7 EA | | G96811 | VESA adapter 75x100 | 43.82 | | 306.74 |
| | | | Connectivity to Monitoring | | | |
| | | | Power supply cable, 3 m | | | |
| 7 EA | | 8609868 | PS IACS/IDS holder for rail | 215.28 | | 1,506.96 |
| 7 EA | | OPC5648 | IACS preparation w/ P2500 | 2,831.69 | | 19,821.83 |
| 7 EA | | G37928 | Swivel arm, 400 mm, M500 | 1,195.92 | | 8,371.44 |
| 7 EA | | 4118453 | Standard rail, pivoting | 208.52 | | 1,459.64 |
| 7 EA | | G15225 | Hooks for rail (10 pcs) | 21.54 | | 150.78 |
| 7 EA | | OPC5649 | M500 accessories hook, 2 pcs. | 56.07 | | 392.49 |
| 7 EA | | 8609600 | Cover plate swivel + tilt VESA | 755.53 | | 5,288.71 |
| 7 EA | | G38694 | Liftarm short+200mm+keyb, VESA | 2,533.68 | | 17,735.76 |



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|------|--------|----------|--|-------------------|---|--------------------|
| | 7 EA | 2M60401 | Cable holder for channel | 175.74 | | 1,230.18 |
| | 7 EA | OPC5960 | *** Connectivity *** Data connectivity to IACS | 0.08 | | 0.56 |
| | | | Value Atlan A350 XL | | | 480,860.59 |
| 0020 | 7 EA | MS25510 | IACS Monitoring with C500 Depending on the configuration, dangerous goods may be included. **Specif.national properties** Target country USA Pacific Time - Los Angeles ** Medical Cockpit ** Monitoring with C500 ** Care unit ** OR/Induction (Periop) ** Workstation mounting ** With a new Draeger device Atlan | | | |
| | 7 EA | OP90373 | **Infinity Acute Care System** Monitoring with C500 | 9,878.73 | | 69,151.11 |
| | | | ** SpO2 technology ** Masimo MCable RAINBOW SET MCABLE SpO2 pod mounting | | | |
| | 7 EA | OP90168 | *Expanded monitoring promotion SW opt 12-lead ECG monitoring | 0.01 | | 0.07 |
| | 7 EA | OP90169 | SW option Arrhythmia II | 0.01 | | 0.07 |
| | 7 EA | OP90170 | SW option Multi IBP | 0.01 | | 0.07 |
| | | | ** IFUs ** * Single set of IFU/s | | | |



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|------|--------|----------|--|-------------------|---|--------------------|
| | | | * Supplied per order. ADDITIONAL MANUAL NOT ORDERED | | | |
| | | | Value IACS Monitoring with C500 | | | 69,151.32 |
| 0030 | 7 EA | MS26297 | SHP ACC CABLE HOOK M500 | 28.90 | | 202.30 |
| 0040 | 20 EA | MP00881 | ECG 5-Lead, Single-Patient Use, IEC2 | 11.42 | | 228.40 |
| 0050 | 7 EA | MP03404 | ECG 5-Lead single-p AHA, 1.5m ECG cable, 5-Lead, single-pin connector, reusable, AHA (IEC2), 1/1.5 m | 217.85 | | 1,524.95 |
| 0060 | 7 EA | MP05115 | ECG 6-lead Extension cbl 2m ECG extension cable, 6-lead, 2m | 154.73 | | 1,083.11 |
| 0090 | 7 EA | MP00913 | NBP Cuff S, 17-25/29cm | 26.27 | | 183.89 |
| 0100 | 7 EA | MP00916 | NBP Cuff M+, 23-33/43cm | 26.27 | | 183.89 |
| 0110 | 7 EA | MP00918 | NBP Cuff L, 31-40cm | 28.99 | | 202.93 |
| 0120 | 7 EA | MP00953 | NBP extension hose, adult 3,7m | 90.59 | | 634.13 |
| 0130 | 7 EA | MS20783 | INFINITY MCABLE DUAL HEMO | 406.09 | | 2,842.63 |
| 0140 | 7 EA | MS22147 | TRANSD CABLE BAXTER/EDWARDS | 133.17 | | 932.19 |
| 0150 | 7 EA | 5204644 | TEMP. PROBE, REUS., ADULT, 3M | 211.62 | | 1,481.34 |
| 0160 | 7 EA | 5198333 | TEMP PROBE ADAPTER CABLE | 70.20 | | 491.40 |
| 0170 | 7 EA | MS28144 | INFINITY M500 TRANS DOCK/CLAMP | 318.75 | | 2,231.25 |
| 0200 | 7 EA | MS26297 | SHP ACC CABLE HOOK M500 | 28.90 | | 202.30 |
| 0210 | 7 EA | MS22948 | EXPORT PROTOCOL CABLE, PS250 | 137.70 | | 963.90 |
| 0240 | 7 EA | 4119073 | Adapter-DISS M/QC-O2-Ohmeda Adapter O2, DISS male/Ohmeda-O2 coupling | 70.68 | | 494.76 |



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| Pos. | Quant. | Part no. | Description | Unit price USD | % | Total price USD |
|------|--------|----------|---|--------------------|---|---|
| 0250 | 7 EA | 4119070 | Adapter-DISS M/QC-N2O-Ohmeda Adapter N2O, DISS male/Ohmeda-N2O coupling | 70.68 | | 494.76 |
| 0260 | 7 EA | 4119071 | Adapter-DISS M/QC-AIR-Ohmeda Adapter AIR, DISS male/Ohmeda-AIR coupling | 70.68 | | 494.76 |
| 0270 | 7 EA | 4119072 | Adapter-DISS M/QC-VAC-Ohmeda Adapter VAC, DISS male/Ohmeda-VAC coupling | 70.68 | | 494.76 |
| 0280 | 7 EA | 4119074 | Adapter-DISS M/QC-EVAC-Ohmeda Adapter EVAC, DISS male/Ohmeda-EVAC coupling | 70.68 | | 494.76 |
| 0290 | 7 EA | M35054 | Vapor 2000 ** Specif.national propert. ** Target country USA *** Selection of Vapor *** 7 EA OPC0096 * Sevoflurane 7 EA OPC5417 * Plug-in ad. Auto Exclusion * Filling system Dräger Fill * Dräger *** Accessories for Vapor *** 7 EA M36120 * Filling adap.Dräger Fill Sev Value Vapor 2000 | 3,621.38 288.59 | | 25,349.66 2,020.13 558.67 27,928.46 |
| 0300 | 7 EA | M35600 | D-Vapor Contains Battery, dry (NiMH); Not restricted, as per ADR, IMDG and IATA SP A199 | | | |



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|------|--------|----------|--|-------------------|--------|--------------------|
| | | | ** Specif.national propert. ** Target country USA St. NEMA 5-15P, ANSI C73 5-15P *** Version *** * Plug-in ad. Auto Exclusion * Filling sys Safe-FIL Baxter * Dräger * Country-specific power cable Attention dangerous goods! UN-Number: UN3496 Value D-Vapor | | | |
| | 7 EA | OPC5276 | | 9,049.46 | | 63,346.22 |
| | | | | | | 63,346.22 |
| 0340 | 7 EA | NA10923 | CASTrGARD, X-large (Set of 4) | 202.00 | | 1,414.00 |
| 0360 | 5 EA | 1979570 | Clinical Support Anesthesia.8hsegm. | 1,583.55 | 100.00 | 0.10 |
| 0370 | 2 EA | 3732594 | Atlan Seminar | 8,794.29 | | 17,588.58 |
| | | | The seminar offer associated with this Sales Order is valid for 2 years from the date of the Sales Order. The Participant that registers for and attends the seminar associated with this Sales Order must be an employee of the purchasing facility and registration is not transferrable. Employment verification is required during the seminar registration process. For Schedule and Registration Information please contact: Evelyn Mackiewicz Operations Systems Support-Service Dir. +1 215 660-2374 | | | |



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| Pos. | Quant. | Part no. | Description | Unit price USD | % | Total price USD |
|--|--------|----------|---|-------------------|-------|--------------------|
| | | | Tel +1 800 437-2437 OPT 4 Fax +1 215 723-5935 Evelyn.Mackiewicz@draeger.com | | | |
| 0380 | 7 EA | 1903595 | Freight charges - Periop | 985.00 | | 6,895.00 |
| ----- | | | | ----- | ----- | ----- |
| Net value excl. Sales Tax | | | | | | 683,046.68 |
| + Net Sales Tax | | | | | | 65,924.80 |
| ----- | | | | ----- | ----- | ----- |
| Total amount | | | | | | 748,971.48 |
| ===== | | | | ===== | ===== | ===== |
| <p>Customer is hereby informed that section 1128B(b) of the Social Security Act may apply, which requires that discounts and other reductions in price or the existence of discount programs be properly disclosed and reflected in the costs claimed or charges made by a provider under Medicare or a Federal or State Health Program.</p> <p>PLEASE CHECK THIS QUOTE / ORDER CAREFULLY FOR ACCURACY IN PRICING, PART # AND DESCRIPTION. Contact Customer Service immediately if there are any discrepancies. This acknowledgement and note constitutes the entire agreement with respect to the contemplated transaction and supersedes all previous negotiations, proposals, writings, advertisements, or publications.</p> <p>Draeger, Inc. and the Customer agree that the purchase of any product or service pursuant to this document is subject to the attached terms and conditions, which are incorporated by reference. In the event the purchases are being made under a GPO identified in this document, those terms and conditions are also incorporated by reference. If there is a conflict between the</p> | | | | | | |



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| Pos. | Quant. | Part no. | Description | Unit price USD | % | Total price USD |
|------|--------|----------|--|-------------------|---|--------------------|
| | | | <p>GPO terms and conditions and the attached terms and conditions, the GPO terms and conditions shall control.</p> <p>Delivery time 10 Week/s after rec. of order *</p> <p>Payment terms: 30 days after invoice date</p> <p>Offer valid until: 09/04/2025</p> <p>In the event Customer is not ready for product to be delivered on the confirmed delivery date, Customer must notify Draeger, Inc. 30 days prior to confirmed delivery date to reschedule. If Customer fails to provide notification, Draeger, Inc. may invoice Customer for products and any additional costs to hold product until Customer is ready for delivery.</p> <p>In response to recent changes in import duties, Draeger may implement surcharges on selected products to offset a portion of the additional costs currently imposed on our products. These surcharges may be adjusted or removed at any time based on future developments.</p> <p>Due to the new international trade policies and import duties, there may be delays in Customs clearance impacting delivery schedule. Draeger continues to strive toward reasonable timeliness of delivery.</p> | | | |

SCHEDULE B

RESERVED FOR FUTURE USE

SCHEDULE C**Additional Terms and Conditions**

**DRAEGER, INC. SUPPLEMENTAL TERMS AND CONDITIONS OF SALE
PURSUANT TO PURCHASES UNDER APPLICABLE CAPITAL EQUIPMENT SUPPLIER AGREEMENT WITH VIZIENT SUPPLY, LLC
(CE7151/CE7292/CE3332/CE3031/CE7206)**

NEGOTIATED SPECIFICALLY FOR CONTRA COSTA REGIONAL MEDICAL CENTER QUOTATION #136323554 ONLY

1. GENERAL. These supplemental terms and conditions are integral to the agreement governing the sale and purchase of goods ("Goods") and service ("Service") between the seller, Draeger, Inc. ("Draeger"), and the purchaser ("Customer") (the "Sale Agreement") and are intended to cover aspects of the sales transaction that are not contained under the Capital Equipment Supplier Agreement with Vizient Supply, LLC applicable to such capital equipment being purchased ("GPO Agreement"). Goods and Service are referred to herein collectively as "Product." Draeger and Customer are referred to herein singularly as "Party" and collectively as the "Parties."

2. PAYMENT TERMS. Draeger reserves the right in the event of late payment: (i) to suspend all deliveries or Service or to cancel any of its outstanding obligations; or (ii) to charge interest on the late payment calculated on a day-to-day basis until the actual date of payment at the lower of (A) an annual rate of twelve percent (12%) or (B) the maximum rate allowed by law. Such remedies are in addition to any other rights or remedies available to Draeger under the law. If Customer pays less than the full amount due, the payment will be applied toward the outstanding balance. Draeger's acceptance of part of the amount due shall not interfere with Draeger's right to recover the balance of the amount due or right to pursue any other right or remedy under the law. All POs are subject to credit approval by Draeger.

3. DELIVERY, INSTALLATION, RISK, AND TITLE. Upon passage of title to the Goods from Draeger to Customer or, if earlier, the date as of which Draeger makes a commercially reasonable attempt to deliver Goods, Customer shall be responsible and liable for, and agrees to, defend and indemnify Draeger against all claims, injuries, losses, fines, penalties, damages, or costs resulting from Customer's storage, handling, disposal, release, use, or resale of the Goods or their containers. Delivery, installation, and completion dates are only approximate and Draeger will not be liable for failure to meet such dates. Notwithstanding the foregoing, Draeger shall use reasonable efforts to meet quoted delivery, installation, and completion dates. Partial shipments may be made at Draeger's sole discretion or, with Draeger's consent, at Customer's request. Customer shall use commercially reasonable efforts to allow for timely delivery of Goods, including, without limitation, providing instructions, granting access during Customer's business hours (or such other time agreed by the Parties), and obtaining any required licenses or permits. Customer is responsible for ensuring that the installation site is fully prepared prior to installation and for bearing all costs necessary to prepare site for installation in accordance with Draeger's instructions, including without limitation, (i) engaging in any required labor and acquiring any materials, (ii) to the extent applicable, ensuring that the network (A) meets all specifications of Draeger's Networking Protocol at: <https://www.draeger.com/Library/Content/Networking-Protocol-Jan-2019.pdf>, (B) meets any other network requirements that may be required by Draeger, and (C) is fully functioning as mandated by all manuals and other instructions requested of Customer by Draeger, and (iii) ensuring compliance with all governmental requirements, including without limitation, all certifications and approvals for installation and operation. Customer shall provide to Draeger or its subcontractor, as applicable, access to the installation site and, if required, safe and secure space on site for storage of Goods and equipment prior to and during installation.

4. DELAY OR FAILURE TO PERFORM OBLIGATIONS. Draeger shall not be deemed to be in breach or otherwise liable for any delay or failure in performance of any of its obligations caused, in whole or in part, by any act or omission of Customer or its agents, subcontractors, or employees. Neither Party shall be liable for failure to perform obligations (except for payment obligations) to the extent that such failure arises out of events beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental laws, rules or regulations, acts of God, war, terrorist threats or acts, civil disturbance, fire, or other casualty, pandemic, strike, labor dispute, or unavailability of labor, carriers, raw materials, power, or supplies. Any delivery date may be extended, at Draeger's option, to the extent of any delay resulting from any such event.

5. SECURITY INTEREST. Customer grants to Draeger a security interest in all of the right, title, and interest of Customer to Goods (and all accessories and replacements thereto and all proceeds thereof), until full payment is made for such Goods. If Customer fails to pay for Goods when due, in whole or in part, Draeger may, in its sole discretion, declare all obligations of Customer immediately due and payable. In such event, Draeger will have all the rights and remedies of a secured party under applicable law. Customer authorizes Draeger or its agent to file UCC-1 financing statements naming Customer as debtor and describing any Goods, and any other documentation relating to the security interest granted hereunder. In addition, Customer specifically authorizes Draeger to file financing statements in appropriate jurisdictions naming Customer as the debtor and describing Goods as "all assets." Customer agrees (a) to keep Goods in working order until the purchase price has been paid and (b) not to attempt to transfer any interest in Goods until the purchase price is fully paid.

6. THIRD-PARTY PRODUCT WARRANTY. If the Sale Agreement includes the sale of third-party product not manufactured by Draeger or any of its affiliates, such products are provided to Customer solely at the direction of Customer with no recommendation by Draeger. Draeger makes no warranty for any third-party product. Customer's sole warranty for any third-party product, if any, is the original manufacturer's warranty, which Draeger agrees to pass on to Customer, as applicable. The obligation of Customer to pay Draeger for the third-party product is absolute and unconditional, and Customer waives and releases Draeger from all

claims, damages, and losses arising out of such third-party product regardless of any claims Customer may have regarding such third-party product.

7. DISCLAIMER. Draeger does not warrant or guarantee that any product will be secure from cyber threats, hacking, or similarly malicious activity. Draeger does not warrant any Customer or third-party provided network or the performance of Product as impacted by such network connection.

8. SERVICE BRIDGE SOLUTION. If Customer's use of Goods purchased is likely to be interrupted or delayed for an extended period due to the need to service the Goods, delay in delivery, or recall, upon Customer's request, Draeger may, to the extent available, temporarily place reasonably comparable equipment with Customer for its use until such time as the affected Goods are returned, repaired, or delivered, as applicable. Such placement is part of Draeger's warranty, contracted Service, or recall obligations, as applicable, and provided at no additional charge to Customer. Customer's option for such temporary use of equipment shall mitigate any damages or losses, if any, that would otherwise be incurred by Customer for such period.

9. INDEMNITY. To the extent permitted under applicable law, Customer and Draeger (each as "Indemnitor") shall indemnify the other party and its affiliates from and against all third-party claims alleging bodily injury, death, or damage to the third-party's tangible property, and resultant losses, damages, costs, and expenses, including, but not limited to reasonable attorneys' fees, but only to the extent caused by the Indemnitor's negligence or willful misconduct. Each Party shall provide the other Party with prompt written notice of any third-party claims covered by this section. The Indemnitor shall not make any admissions that might be prejudicial to the other Party.

10. INSURANCE. If Draeger needs access to Customer's premises to perform Service or for other reasons, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate with financially sound and reputable insurers. Upon Draeger's request, Customer shall provide Draeger with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified herein and which names Draeger as an additional insured. Customer shall provide Draeger with thirty (30) days advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Draeger's insurers and Draeger.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR THEIR AFFILIATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED, OR RECORDED DATA, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED HEREIN, WITH RESPECT TO ANY MATTERS RELATING TO THE SALE AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. DRAEGER'S MAXIMUM LIABILITY UNDER THE SALE AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY DRAEGER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

12. RIGHTS IN SOFTWARE, DOCUMENTATION, AND INTELLECTUAL PROPERTY. To the extent software, data, or other documentation or information (collectively, "Software") is embedded in or delivered with any Goods, the sale of such Goods shall not constitute the transfer of the ownership rights in such Software. The Software shall remain Draeger's property and Draeger grants to Customer a non-exclusive, non-transferable license solely to use the Software for the purpose, and in the manner, for which the Software was designed and produced and shall not modify, reverse engineer, or create derivative works based on any of the Software, or permit any third party to do so. In addition, to the extent any third-party software is included in the Software, Customer will comply with any third-party software license terms provided by Draeger to Customer. Software that is provided separately to Customer as a Product is not included under this Section 12, but is governed under a separate license agreement, and may be subject to a licensing fee.

13. TERMINATION. In addition to any remedies that may be provided under these terms and conditions, and notwithstanding the terms in the GPO Agreement, Draeger may terminate the Sale Agreement with immediate effect upon written notice to Customer, if Customer has not otherwise performed or complied with any of its obligations, in whole or in part.

14. CONFIDENTIAL INFORMATION. All non-public, confidential, or proprietary information of Draeger disclosed by Draeger to Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with the Sale Agreement is confidential, and may not be disclosed or copied unless authorized in advance by Draeger in writing. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; (c) rightfully obtained by Customer on a non-confidential basis from a third-party; or (d) is otherwise required by law to be disclosed.

16. OTHER TERMS. The Parties shall comply with all applicable laws and regulations, including, but not limited to, (a) any privacy and data protection laws, or (b) any laws and

regulations relating to the import, or export, of any Product or associated technical data. Neither Party may assign, subcontract, or delegate any of its rights or obligations under the Sale Agreement, without the prior written consent of the other Party. Notwithstanding the foregoing, Draeger may assign any of its rights and obligations to one of its affiliates without notice to, or consent of, Customer. The relationship shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of law provisions. The Parties hereto hereby agree that the application of the United Nations Convention on Contracts for the International Sale of Goods does not apply to this relationship and is expressly excluded. Any legal suit, action, or proceeding arising out of or relating to the relationship shall be brought before a court of competent jurisdiction located in the State of California. The Parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Any action by Customer against Draeger arising out of the relationship shall be commenced within one year from the date such cause of action has accrued, otherwise the same shall be barred. Notices shall be in writing and shall be deemed served upon receipt and shall be delivered in person or by nationally recognized courier or certified mail to Draeger, Inc. 3135 Quarry Road, Telford, PA 18969, Attention President with a copy to the same address to the attention of General Counsel (such copy shall not constitute service of process).

[END OF SUPPLEMENTAL TERMS AND CONDITIONS OF SALE]