

ORDINANCE NO. 2025 - 107

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO PURCHASE PARAMEDIC EQUIPMENT FROM STRYKER SALES, LLC, THROUGH SOURCEWELL, TO ENTER INTO A CONDITIONAL SALE AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Council authorized membership in the National Joint Power Alliance [now known as Sourcewell], a purchasing cooperative in Ordinance No. 2017-3; and

WHEREAS, the equipment pricing quotes, obtained through the National Joint Power Alliance [now known as Sourcewell], a conditional sale agreement, and accompanying documentation for the purchase of three (3) Stryker 6507 Power Pro 2 ambulance cots and three (3) LifePak 35 cardiac monitors and accompanying equipment from Stryker Sales, LLC, are contained in Exhibit "1", attached hereto, and made a part hereof as though fully rewritten.

WHEREAS, Council may authorize the Agreement through the City's membership in the National Joint Power Alliance [now known as Sourcewell], a purchasing cooperative, pursuant to Article V Sections 1 and 6 of the Charter, and Ohio Revised Code Section 9.48 without a competitive bidding process.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is hereby authorized and directed to purchase three (3) Stryker 6507 Power Pro 2 ambulance cots and three (3) LifePak 35 cardiac monitors and accompanying equipment from Stryker Sales, LLC, for the sum of \$187,638.78, and to enter into a conditional sale agreement calling for three (3) annual payments of \$62,546.26, as documented in Exhibit "1", attached hereto, and made a part hereof as though fully rewritten.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reasons that it is necessary to avoid a disruption in public service and to secure current advantageous pricing; wherefore, this Ordinance shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED:	<u>December 22, 2025</u>	<u>Thomas Rounds</u> PRESIDENT OF COUNCIL
ATTEST:	<u>Barbara Allen</u> CLERK OF COUNCIL	<u>December 22, '25</u> APPROVED
FILED WITH THE MAYOR:	<u>December 22, '25</u>	<u>M. Gallo</u> MAYOR MARIE GALLO

EXHIBIT 1



LIFEPAK 35

Quote Number: 11021907

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: PARMA HEIGHTS FIRE DEPT
Attn:

Rep: Brandon Bucher
Email: brandon.bucher@stryker.com
Phone Number: (480) 331-0979
Mobile: (480) 331-0979

Quote Date: 11/20/2025

Expiration Date: 12/31/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	PARMA HEIGHTS FIRE DEPT	Name:	PARMA HEIGHTS FIRE DEPT	Name:	PARMA HEIGHTS FIRE DEPT
Account #:	20188551	Account #:	20188551	Account #:	20188551
Address:	6184 PEARL RD PARMA HEIGHTS Ohio 44130-3120	Address:	6184 PEARL RD PARMA HEIGHTS Ohio 44130-3120	Address:	
Attn:	Chief Matthew Bernard				

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	3	\$46,260.00	\$138,780.00
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	2	\$600.00	\$1,200.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	1	\$1,800.00	\$1,800.00
4.0	11140-000131	AC Power Cord (North America, hospital grade)	1	\$64.80	\$64.80
5.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	3	\$515.40	\$1,546.20
6.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	1	\$567.00	\$567.00
7.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	3	\$18.00	\$54.00
8.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	3	\$20.40	\$61.20
9.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	3	\$24.00	\$72.00
10.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	3	\$40.20	\$120.60
11.0	11335-000008	LIFEPAK 35 Storage Bag Kit	3	\$360.00	\$1,080.00
12.0	11260-000073	Shoulder Strap	3	\$45.00	\$135.00
13.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	3	\$72.00	\$216.00
14.0	11150-000020	LIFEPAK Cellular Modem, North America	3	\$900.00	\$2,700.00



LIFEPAK 35

Quote Number: 11021907

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21343 NETWORK PLACE
CHICAGO IL 60673-1213
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Version: 1

Prepared For: PARMA HEIGHTS FIRE DEPT
Attn:

Rep: Brandon Bucher
Email: brandon.bucher@stryker.com
Phone Number: (480) 331-0979
Mobile: (480) 331-0979

Quote Date: 11/20/2025

Expiration Date: 12/31/2025

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15V2-LP35	TRADE IN LP15 V2 FOR LP35	4	-\$3,500.00	-\$14,000.00

Optional Products (Not Incl. in Total):

#	Product	Description	Qty	Disc % Off Contract	Sell Price	Total
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Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$741.98
Grand Total:	\$135,138.78

Comments:

2025 purchase pricing only. Need purchase commitment by 12/12. Flexing out and delaying delivery.

Sourcwell Agreement Number 041823.

Prices: In effect for 30 days

Terms: Net 30 Days



LIFEPAK 35

Quote Number: 11021907

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: PARMA HEIGHTS FIRE DEPT
Attn:

Rep: Brandon Bucher
Email: brandon.bucher@stryker.com
Phone Number: (480) 331-0979
Mobile: (480) 331-0979

Quote Date: 11/20/2025

Expiration Date: 12/31/2025

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

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. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



CPO POWER PRO

Quote Number: 11158133

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: PARMA HEIGHTS FIRE DEPT
Attn:

Rep: Brandon Bucher
Email: brandon.bucher@stryker.com
Phone Number: (480) 331-0979
Mobile: (480) 331-0979

Quote Date: 11/20/2025

Expiration Date: 12/31/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	PARMA HEIGHTS FIRE DEPT	Name:	PARMA HEIGHTS FIRE DEPT	Name:	PARMA HEIGHTS FIRE DEPT
Account #:	20188551	Account #:	20188551	Account #:	20188551
Address:	6184 PEARL RD PARMA HEIGHTS Ohio 44130-3120	Address:	6184 PEARL RD PARMA HEIGHTS Ohio 44130-3120	Address:	6184 PEARL RD PARMA HEIGHTS Ohio 44130-3120
Attn:	Chief Matthew Bernard				

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001U	6507 POWER PRO 2, HIGH CONFIG	3	\$17,500.00	\$52,500.00

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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Optional Products (Not Incl. in Total):

#	Product	Description	Qty	Disc % Off Contract	Sell Price	Total
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Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$0.00
Grand Total:	\$52,500.00

Comments:



CPO POWER PRO

Quote Number: 11158133

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: PARMA HEIGHTS FIRE DEPT

Attn:

Rep:

Brandon Bucher

Email:

brandon.bucher@stryker.com

Phone Number:

(480) 331-0979

Mobile:

(480) 331-0979

Quote Date: 11/20/2025

Expiration Date: 12/31/2025

2025 pricing schedule only. Effective until 12/12. Can delay delivery and invoice in 2026 if needed. CPO cots. Flexing out.

Sourcwell Agreement Number 041823.

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

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. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Date: December 02, 2025

RE: Reference no:2210274742

CITY OF PARMA HEIGHTS
6184 PEARL RD
PARMA HEIGHTS, Ohio 44130-3120

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Short Form Conditional Sale Agreement

Exhibit A - Detail of Equipment

State and Local Government Rider

Certificate of Acceptance

Addendum

****Conditions of Approval: Accounts Payable Contact Information, State and Local Government Rider, Valid Tax Exemption Certificate, Certificate of Acceptance (once all equipment is received)**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal Tax ID number: _____ **Accounts Payable contact:** _____

Purchase order number: _____ **Accounts Payable Email:** _____

Upfront payment check number (if applicable): _____ **Accounts Payable Phone:** _____

Accounts Payable Address: _____

Administrative Contact(s):

Administrative contact name: _____ **Administrative contact name:** _____

Email address: _____ **Email address:** _____

Phone number: _____ **Phone number:** _____

Please send completed documents to your Stryker team for processing or fax documents to (877) 204-1332.

If you have any questions regarding these documents, please contact your Stryker team.

The proposal evidenced by these documents is valid through the last business day of December, 2025

Sincerely,
Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Short Form Conditional Sale Agreement No.2210274742

Owner ("we" or "us"):

Flex Financial, a division of Stryker Sales, LLC
1941 Stryker Way
Portage, MI 49002

Customer name and address ("You" and "Your"): CITY OF PARMA HEIGHTS 6184 PEARL RD PARMA HEIGHTS, Ohio 44130-3120	Equipment Location: 6184 PEARL RD PARMA HEIGHTS, Ohio 44130-3120 Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: see Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)
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Payment information

Number of payments	Payment frequency	Payment amount
3	Annual	\$62,546.26 (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)

Terms and conditions:

- Purchase agreement/ acceptance/ payments:** You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by us from such sources as we shall determine to be comparable to Bloomberg [or any successor]) and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.
- Ownership/security interest/laws/use/maintenance:** Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.
- Taxes:** You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.
- Assignment:** You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC."
- Risk of loss, insurance and reimbursement:** Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.
- Default remedies:** You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going

Short Form Conditional Sale Agreement No.2210274742

concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

7. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of Ohio. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Agreement constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both you and we have signed electronically, the version identified by us as the "single authoritative copy" is the chattel paper for purposes of perfection by control. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER



Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	Date: 12/22/25	Signature: 	Date: 12/26/25
Print name: Marie Gallo		Print name: Curtis Orr	
Title: Mayor		Title: Manager, Documentation	

Exhibit A to Short Form Conditional Sale Agreement Number 2210274742

Description of equipment

Customer name: CITY OF PARMA HEIGHTS

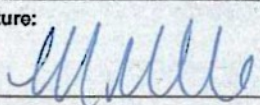
Delivery Location: 6184 PEARL RD, PARMA HEIGHTS, Ohio , 44130-3120


Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
<u>SHIP TO:</u> PARMA HEIGHTS FIRE DEPT, 6184 PEARL RD, PARMA HEIGHTS, Ohio, 44130-3120, United States		
650705550001U	6507 POWER PRO 2, HIGH CONFIG	3
70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	3
11335-000001	BATTERY, LI-ION, WITH IFU, LP35	2
11140-000102	CHARGER, BATTERY, LP35	1
11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	1
11996-000519	SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT M	3
11996-000520	SENSOR, LNCS-II RAINBOWDCIP 8-LAMBDA SPCO, PEDI	1
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	3
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	3
11160-000021	NIBP CUFF- REUSEABLE,SMALL ADULT, BAYONET	3
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	3
11335-000008	KIT, STORAGE BAGS, LP35	3
11260-000073	KIT, SHOULDER STRAP, LP35	3
11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	3
11150-000020	KIT, MODEM, NA, LP35	3
TR-LP15V2-LP35	TRADE IN LP15 V2 FOR LP35	4
Total equipment:	\$186,896.80	

Freight: \$741.98

Total Amount: \$187,638.78

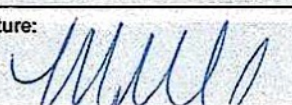
Customer signature	
Signature: 	Date: 12/22/25
Print name: Marie Gallo	
Title: Mayor	


Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	Date: 12/26/25
Print name: Curtis Orr	
Title: Manager, Documentation	

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of Short Form Conditional Sale Agreement No. 2210274742 (the "Agreement") between Flex Financial, a division of Stryker Sales, LLC ("Owner") and CITY OF PARMA HEIGHTS ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature: 	Date: 12/22/25
Print name: Marie Gallo	
Title: Mayor	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	Date: 12/24/25
Print name: Curtis Orr	
Title: Manager, Documentation	

**ADDENDUM TO SHORT FORM CONDITIONAL SALE AGREEMENT NO. 2210274742
BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC
AND CITY OF PARMA HEIGHTS**

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The second sentence of Section 1 of the Agreement is hereby modified to read as follows:

"Within twenty (20) days after the date the Equipment is delivered to you under this Agreement, you shall either: (i) accept the Equipment by executing and delivering to us a Certificate of Acceptance in form acceptable to us (and the date such written acceptance is delivered to us is hereinafter referred to as the "Acceptance Date"); or (ii) reject the Equipment and promptly return the Equipment to us at which time this Agreement shall terminate. If you fail within twenty (20) days after the Equipment is delivered to you under this Agreement to execute and deliver to us a Certificate of Acceptance or reject and promptly return the Equipment to us, you shall be deemed to have accepted the Equipment for all purposes hereunder."

2. The sixth sentence of Section 5 of the Agreement is hereby modified to read as follows:

"To the extent permitted by law, you shall be solely liable for your own actions that result in any obligation, loss, claim or damage whatsoever, regardless of cause, and all expenses in connection therewith, including, without limitation, expenses, penalties and interest (collectively "Losses") arising out of or resulting from the entering into this Agreement, the ownership of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of the Equipment resulting in damage to property or injury to or death to any person; provided, however, that you shall not be liable to us for Losses arising out of or resulting from our own willful or grossly negligent conduct."

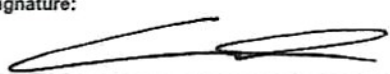
3. The second sentence of Section 6 of the Agreement is hereby modified to read as follows:

"Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of *Twelve Percent (12%)* per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it."

4. The last sentence of Section 7 of the Agreement is hereby modified to read as follows:

"YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND *BOTH PARTIES WAIVE TRIAL BY JURY.*"

Customer signature	
Signature: 	Date: 12/22/25
Print name: Marie Gallo	
Title: Mayor	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	Date: 12/26/25
Print name: Curtis Orr	
Title: Manager, Documentation	

WARRANTY, INDEMNIFICATION, AND COMPLIANCE STATEMENT
(Medical)

MEDICAL WARRANTY:

Products manufactured and sold by Stryker Sales, LLC, acting through its Stryker Medical Division ("Stryker") include the warranties, and are subject to Stryker's Return Policy, set forth in Schedule I attached to this Statement and incorporated herein by reference. EXTENDED WARRANTY: If extended warranty is included, see Schedule II for product areas to be covered by extended warranty in addition to the standard warranty coverage listed in Schedule I.

EXCEPT AS OTHERWISE SET FORTH IN THIS STATEMENT, STRYKER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

INDEMNIFICATION:

This indemnification is in effect for the Equipment and Disposables provided the instructions outlined in the Manufacturers Operating Manual (separately provided to you) are followed. Stryker will hold you harmless and will indemnify you for any and all liability incurred from patient injury resulting directly from a defect in workmanship or design of the Equipment and Disposables that are used during any surgical procedure. This indemnification will not apply to any liability arising from (A) a patient injury due to the negligence of any person other than an employee or agent of Stryker during such procedure, (B) the failure of any person other than an employee or agent of Stryker to follow any instructions for use of the Equipment and Disposables or (C) the use of any equipment or disposables not purchased from Stryker or Equipment or Disposables that have been modified or altered. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, installation, if applicable, by a third party other than an employee or agent of Stryker, condition or possession of the Equipment and Disposables. You will hold Stryker harmless and will indemnify Stryker for any and all liability incurred from patient injury resulting directly from the negligence of any of your employees, your failure to follow Stryker's instructions for the Equipment and Disposables, and any modifications or alterations to the Equipment or Disposables by you.

INSURANCE:

Stryker shall maintain, at its own expense, insurance policies of the kind and limits listed below and with insurers with an A.M. Best rating of not less than A- VIII or its equivalent:

- (a) WORKERS' COMPENSATION with statutory limits and EMPLOYER'S LIABILITY with minimum limits of \$2,000,000 Each Accident, \$2,000,000 Disease – Each Employee, and \$2,000,000 Disease – Policy Limit.
- (b) COMMERCIAL GENERAL LIABILITY, including Premises/Operations Liability, Products/Completed Operations Liability, Contractual Liability, Independent Contractor's Liability, Broad Form Property Damage Liability, and Personal/Advertising Injury Liability, with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- (c) AUTOMOBILE LIABILITY covering owned, non-owned and hired autos with a minimum combined single limit of \$2,000,000 per accident if licensed vehicles are used in connection with the performance of this Agreement, and at all times when such vehicles are operated on the leased or owned premises of Hospital.

At your request, Stryker shall provide you with a certificate of insurance evidencing the foregoing insurance. Stryker warrants that it will maintain the above insurance coverages during the term of your purchases of products from Stryker and you will be provided with at least thirty (30) days' prior written notice of cancellation of any coverage, unless cancellation is due to the non-payment of premium, in which case Stryker shall provide ten (10) days' prior written notice. With the exception of policy (c) above, Stryker shall be permitted to maintain any of the required insurance coverages through a program of self-insurance.

COMPLIANCE:

1. FDA. To the extent required, Stryker represents and warrants that the U.S. Food and Drug Administration ("FDA") has cleared the products provided to you for the uses specifically set forth in the instructions for use accompanying the products. Stryker represents and warrants that no product delivered to you by Stryker is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or within the meaning of any applicable state or municipal law in which the definition of adulteration and misbranding are substantially the same as those contained in the Federal Food, Drug and Cosmetic Act, as said Act and such laws are constituted and effective at the time of shipment or delivery, or is a product which may not, under the provisions of Section 404 or 505 of said Act, be introduced into interstate commerce.
2. Stryker Personnel. To the extent provided to you, Stryker represents and warrants that all services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further Stryker represents and warrants that services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes for which they are provided. Stryker only agrees to acknowledge your policies and that Stryker is encouraged by you to report violations of your policies. You may only exclude Stryker's employees, agents, or independent contractors from dealings between the parties for violations of your policies, provided, however, that Stryker's agents and independent contractors are not subject to your approval.

3. Non-Exclusion. Stryker represents and warrants that, as of the date this Statement is provided to you, neither it nor, to the best of its knowledge, any of its employees or agents engaged to provide products or services to you, are or have been excluded terminated, suspended, or debarred from participation in federal or state health care programs or federal or state government contracts pursuant to §1128 of the Social Security Act, 42 U.S.C. §1320a-7 or 48 C.F.R. Part 9, or related regulations or other federal or state laws and regulations (each an "Exclusion or Debarment Event"). During the term of your purchase of products and/or services from Stryker, it shall promptly notify you in the event it becomes subject to an Exclusion or Debarment Event. You retain the right, as your sole and exclusive remedy, to terminate any services agreements with Stryker and/or purchases of undelivered products from Stryker in the event Stryker becomes subject to an Exclusion or Debarment Event.

4. HIPAA Compliance. Stryker and you understand, acknowledge and agree that although not necessary to Stryker's providing goods and/or services to you, Stryker's employees, contractors, agents or other representatives may encounter personal or confidential information or materials belonging to you, your patients, employees, contractors, agents or other representatives. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients) shall be treated by both parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. The parties shall to the extent applicable, comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations thereunder as amended to ensure the protection of Protected Health Information ("PHI") as defined therein.

5. Applicable Laws. It is the intent of Stryker and you to comply in all respects with all federal, state and local laws and regulations governing the relationship between or among healthcare providers. In the event performance by either party should jeopardize your full accreditation or licensure by any regulatory agency, or be in violation of any statute or ordinance or for any reason be illegal or deemed unethical by any recognized agency or association in the medical or hospital fields, you may, at your option, terminate your purchases of products from Stryker.

6. Access to Records. To the extent required by law the following provision applies: Stryker agrees to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to its activities, Stryker further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Statement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to you for purchases of products from Stryker. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

CONFIDENTIALITY:

You will not disclose to any third party the terms, including pricing information, or any other information provided by Stryker to you in connection with the sale of products to you by Stryker, without Stryker's prior written approval. The confidentiality obligation will not apply to information that is: (a) already public or that becomes public other than as a result of disclosure by you; or (b) required by law or legal process to be disclosed. In the case of required disclosure, written notice of such requirement will be promptly communicated to Stryker and you will cooperate, at the expense of Stryker, with Stryker in its efforts to limit the scope of disclosure required.

NO EFFECT ON STRYKER FINANCE AGREEMENTS:

The warranty, indemnification, insurance, compliance and other terms of this Statement are the responsibility of Stryker, but: (i) the terms of this Statement shall not be a part of, nor affect in any manner, any agreement(s) between you and Stryker Flex Financial, a division of Stryker Sales, LLC (collectively "Stryker Finance Agreement"); and (ii) no assignee of any Stryker Finance Agreement shall have any responsibility to you under this Statement.

Warranty
S3MedSurg Bed Model 3005

LIMITED WARRANTY

Stryker Medical Division, a division of Stryker Corporation, warrants to the original purchaser the S3[®] MedSurg Bed, Model 3005 to be free from defects in material and workmanship for a period of one (1) year 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 which is, in the sole discretion of Stryker, found to be defective. If requested by Stryker, products or parts for which a warranty claim is made shall be returned prepaid to the factory. Any improper use or any alteration or repair by others in such 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.

Stryker Medical Bed products are designed for a 10 year expected service life under normal use, conditions, and with appropriate periodic maintenance as described in the maintenance manual for each device. Stryker warrants to the original purchaser that the welds on its Bed products will be free from structural defects for the expected 10 year life of the Bed product as long as the original purchaser owns the product.

Stryker Medical optional components and/or accessories are warranted as follows:

- Motion/Nurse Call Pendant: Two (2) years service life under normal use and proper care
- Motion/Nurse Call/SmartTV Pendant: Two (2) years service life under normal use and proper care

WARRANTY EXCLUSION AND DAMAGE LIMITATIONS

The express warranty set forth herein is the only warranty applicable to the product. Any and all other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose are expressly excluded by Stryker. In no event shall Stryker be liable for incidental or consequential damages.

TO OBTAIN PARTS AND SERVICE

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative or call Stryker Customer Service at 1-800-327 -0770.

RETURN AUTHORIZATION

Product cannot be returned without prior approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned product. Stryker reserves the right to charge shipping and restocking fees on returned product. Special, modified, or discontinued products are not subject to return.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged product must be made with within fifteen (15) days of receipt of the product. 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. Claims 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 product, 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 within thirty (30) days of receipt. Claims for any incomplete shipments 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. Contact your local Stryker Medical representative for additional information.

Warranty
InTouch Critical Care Bed, Model FL27 (2131/2141)

Limited warranty

Stryker Medical Division, a division of Stryker Corporation, warrants to the original purchaser the **InTouch** Critical Care bed, Model FL27 (2131/2141) to be free from defects in material and workmanship for a period of **one (1)** year 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 which is, in the sole discretion of Stryker, found to be defective. If requested by Stryker, products or parts for which a warranty claim is made shall be returned prepaid to the factory. Any improper use or any alteration or repair by others in such 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.

Stryker Medical Bed products are designed for a 10 year expected service life under normal use, conditions, and with appropriate periodic maintenance as described in the maintenance manual for each device. Stryker warrants to the original purchaser that the welds on its bed products will be free from structural defects for the expected 10 year life of the bed product as long as the original purchaser owns the product.

Warranty exclusion and damage limitations

The express warranty set forth herein is the only warranty applicable to the product. **Any and all other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose are expressly excluded by Stryker.** In no event shall Stryker be liable for incidental or consequential damages.

To obtain parts and service

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative or call Stryker Customer Service at 1-800-327-0770.

Return authorization

Product cannot be returned without prior approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned product. Stryker reserves the right to charge shipping and restocking fees on returned product. Special, modified, or discontinued products are not subject to return.

Damaged product

ICC Regulations require that claims for damaged product must be made with within fifteen (15) days of receipt of the product. 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. Claims 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 product, 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 within thirty (30) days of receipt. Claims for any incomplete shipments 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. Contact your local Stryker Medical representative for additional information.

Warranty
Model 2860 IsoGel AIR

Stryker Medical, a division of Stryker Corporation (“Stryker”), warrants that its Model 2860 **IsoGel AIR** support surface Product will be free from defects in material and workmanship. This Stryker warranty covers only the following items of the Stryker **IsoGel AIR** Product (each known individually as a “Part” and collectively as the “Product” or “**IsoGel AIR** Product”) during normal use* as follows:

- **Mattress (foam assembly and gel) warranty period: ten years**

Notes

- The Mattress will naturally compress over time. Should a body indentation or compression set measurement greater than 1 1/4" (3,2 cm), as measured by an authorized Stryker representative, be realized within the warranty period noted above, Stryker will provide a replacement Product. Any normal body indentations or compression set of less than 1 1/4" (3,2 cm) will not be replaced.
 - Any damage to the foam assembly or gel which results due to usage of a cover assembly beyond its warranty period of three years, or is a result of abnormal wear and tear which may include cleaning processes which are inconsistent with those recommended in this Operations/Maintenance manual, shall invalidate the warranty on the mattress at Stryker’s sole discretion.
- **Cover assembly warranty period: three years**
 - **Fire barrier sleeve warranty period: three years**

The above noted warranty periods apply only to the original purchaser of the **IsoGel AIR** Product and begin on the date of delivery to such original purchaser.

If Stryker determines, in its sole discretion, that one or more Parts is defective within the above noted warranty periods, then Stryker may, at its option, either repair or replace the **IsoGel AIR** Product or Part.

In addition, if requested by Stryker, the Part of the **IsoGel AIR** Product subject to a warranty claim shall be returned prepaid to Stryker, as noted under the return authorization section below. No employee or representative of Stryker is authorized to change the warranty on the **IsoGel AIR** Product in any way.

The warranty set forth above does not include or cover the following:

- Abnormal wear and tear on the Product, or wear which indicates that the Product was not properly maintained in accordance with this Operations/Maintenance manual, or which Product has been subject to unusual stress; or
- Product that has been misused, modified, refurbished or repaired without the prior written consent of Stryker; or damage or Product failure due to causes beyond Stryker’s control, including but not limited to, abuse, theft, fire, flood, wind, lightning, freezing, clogging of mattress pores due to tobacco smoke, unusual atmosphere conditions, or material degradation due to exposure to moisture; or
- damage which is determined to have resulted through the use of the Product for patient transfer or transport; or
- Product which serial numbers or other identification marks have been removed or destroyed.

*“Normal use” is defined as use of the Product in typical or normal use settings in a hospital or medical facility under normal conditions. damage to the Product which arises from abnormal use, which may include but is not limited to, damage to the Product that may be caused by needle punctures, burns, chemicals, negligent use or improper care or improper cleaning (proper cleaning to help sustain the life of the Product is as detailed in this Operations/Maintenance manual) or staining resulting from such abnormal uses are exempt from the above note warranty coverage.

Warranty exclusion and damage limitations

The express warranty set forth herein is the only warranty applicable to the product. **Any and all other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose are expressly excluded by Stryker.** In no event shall Stryker be liable for incidental or consequential damages.

Warranty
Model 2860 IsoFlex LAL

Stryker Medical, a division of Stryker Corporation (“Stryker”), warrants that its Model 2860 **IsoFlex LAL** support surface Product will be free from defects in material and workmanship. This Stryker warranty covers only the following items of the Stryker **IsoFlex LAL** Product (each known individually as a “Part” and collectively as the “Product” or “**IsoFlex LAL** Product”) during normal use* as follows:

- **Mattress (foam assembly and gel) warranty period: ten years**

Notes

- The Mattress will naturally compress over time. Should a body indentation or compression set measurement greater than 1 1/4" (3,2 cm), as measured by an authorized Stryker representative, be realized within the warranty period noted above, Stryker will provide a replacement Product. Any normal body indentations or compression set of less than 1 1/4" (3,2 cm) will not be replaced.
 - Any damage to the foam assembly or gel which results due to usage of a cover assembly beyond its warranty period of three years, or is a result of abnormal wear and tear which may include cleaning processes which are inconsistent with those recommended in this Operations/Maintenance manual, shall invalidate the warranty on the mattress at Stryker’s sole discretion.
- **Cover assemblies warranty period: three years**
 - **Fire barrier sleeve warranty period: three years**

The above noted warranty periods apply only to the original purchaser of the **IsoFlex LAL** Product and begin on the date of delivery to such original purchaser.

If Stryker determines, in its sole discretion, that one or more Parts is defective within the above noted warranty periods, then Stryker may, at its option, either repair or replace the **IsoFlex LAL** Product or Part.

In addition, if requested by Stryker, the Part of the **IsoFlex LAL** Product subject to a warranty claim shall be returned prepaid to Stryker, as noted under the return authorization section below. No employee or representative of Stryker is authorized to change the warranty on the **IsoFlex LAL** Product in any way.

The warranty set forth above does not include or cover the following:

- Abnormal wear and tear on the Product, or wear which indicates that the Product was not properly maintained in accordance with this Operations/Maintenance manual, or which Product has been subject to unusual stress; or
- Product that has been misused, modified, refurbished or repaired without the prior written consent of Stryker; or damage or Product failure due to causes beyond Stryker’s control, including but not limited to, abuse, theft, fire, flood, wind, lightning, freezing, clogging of mattress pores due to tobacco smoke, unusual atmosphere conditions, or material degradation due to exposure to moisture; or
- Damage which is determined to have resulted through the use of the Product for patient transfer or transport; or
- Product which serial numbers or other identification marks have been removed or destroyed.

*“Normal use” is defined as use of the Product in typical or normal use settings in a hospital or medical facility under normal conditions. Damage to the Product which arises from abnormal use, which may include but is not limited to, damage to the Product that may be caused by needle punctures, burns, chemicals, negligent use or improper care or improper cleaning (proper cleaning to help sustain the life of the Product is as detailed in this Operations/Maintenance manual) or staining resulting from such abnormal uses are exempt from the above noted warranty coverage.

Warranty exclusion and damage limitations

The express warranty set forth herein is the only warranty applicable to the product. **Any and all other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose are expressly excluded by Stryker.** In no event shall Stryker be liable for incidental or consequential damages.

Isolibrium Warranty

Stryker Medical, a division of Stryker Corporation (“Stryker”), warrants that its Model 2971/2972 **Isolibrium™** product will be free from defects in material and workmanship. This Stryker warranty covers only the following items of the Stryker **Isolibrium** product (each known individually as a “Part” and collectively as the “Product” or “**Isolibrium** product”) during normal use* as follows:

- Support Surface (Air Pods, Turning Bladders and Foam Crib) Warranty Period: 2 years
- Cover and Fire Barrier Assembly Warranty Period: 2 years
- Pump Warranty Period: 2 years

The above noted Warranty periods apply only to the original purchaser of the **Isolibrium** product and begin on the date of delivery to such original purchaser. If Stryker determines, in its sole discretion, that one or more parts is defective within the above noted warranty periods, then Stryker may, at its option, either repair or replace the **Isolibrium** product or part. The warranty set forth above does not include or cover the following:

- Abnormal wear and tear on the product, or wear which indicates that the product was not properly maintained in accordance with this Operations/Maintenance Manual, or which product has been subject to unusual stress; or
- Product that has been misused, modified, refurbished or repaired without the prior written consent of Stryker; or
- Damage or product failure due to causes beyond Stryker’s control, including but not limited to, abuse, theft, fire, flood, wind, lightning, freezing, clogging of support surface pores due to tobacco smoke, unusual atmosphere conditions, or material degradation due to exposure to moisture; or
- Damage which is determined to have resulted through the use of the product for patient transfer or transport; or
- Product which serial numbers or other identification marks have been removed or destroyed.

*“Normal use” is defined as use of the product in typical or normal use settings in a hospital or medical facility under normal conditions. Damage to the product which arises from abnormal use, such as damage to the product that may be caused by needle punctures, burns, chemicals, negligent use, improper care, or improper cleaning (as such is detailed in this Operations/Maintenance Manual) or staining resulting from such abnormal uses are exempt from the above note warranty coverage.

Warranty exclusion and damage limitations

The express warranty set forth herein is the only warranty applicable to the product. Any and all other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose are expressly excluded by Stryker. In no event shall Stryker be liable for incidental or consequential damages.

Patent information

This product is made with Intelli-GelR* hollow column configuration and DurageI™ elastomeric material.

*Intelli-GelR is a registered trademark of EdiZONE, LLC of Alpine, UT

DurageI™ is a trademark of EdiZONE, LLC of Alpine, UT

Covered by one or more of the following patent numbers:

United States 5,749,111 6,026,527 7,076,822 7,964,664

Other patents pending