

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF TENNESSEE (NASHVILLE DIVISION)		503(b)(9) ADMINISTRATIVE EXPENSE CLAIM
In re: <b>AMORY REGIONAL MEDICAL CENTER, INC</b>	Chapter 11 Case No. <b>18-05675</b>	ADMINISTRATIVE BAR DATE: January 21, 2019
NOTE: This form should be used <u>only</u> by claimants asserting an administrative expense claim arising under 11 U.S.C. § 503(b)(9). This form should not be used for any other types of claim.		
Name of creditor: (The person or other entity to whom the debtor owed money or property.)  <b>BAYER HEALTHCARE LLC</b>	Name of debtor: (The entity owing money or property) <input type="checkbox"/> Curae Health, Inc. <input checked="" type="checkbox"/> Amory Regional Medical Center, Inc. <input type="checkbox"/> Batesville Regional Medical Center, Inc. <input type="checkbox"/> Clarksdale Regional Medical Center, Inc. <input type="checkbox"/> Amory Regional Physicians, LLC <input type="checkbox"/> Batesville Regional Physicians, LLC <input type="checkbox"/> Clarksdale Regional Physicians, LLC	<b>FILED</b> <b>JAN 14 2019</b> U.S. BANKRUPTCY COURT MIDDLE DISTRICT OF TN  THIS SPACE IS FOR COURT USE ONLY
Name and addresses where notices should be sent:  <b>BAYER HEALTHCARE LLC 3930 EDISON LAKES PKWY MISHAWAKA, IN 46545</b>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if your address differs from the address on the envelope sent to you by the court.	
Telephone number: <b>574-252-3400</b> Email: <b>SANDRA.MURPHY@BAYER.COM</b>		
Last four digits of account or other number by which creditor identifies debtor:  <b>3160</b>	<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Claim number (if known): _____ Filed on: _____	
1. Basis for claim: <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Other (describe briefly)	2. Date debt was incurred: <b>7/27/18, 8/7/18, 8/15/18, 8/17/18 and 8/20/18</b>	
3. Date goods were received by debtor: <b>8/3/18, 8/13/18, 8/21/18 and 8/23/18</b>		
4. Total amount of claim as of the date the debt was incurred: <b>\$1,926.00</b>		

☐ Check this box if the request includes interest or other charges in addition to the principal amount of the request. Attach itemized statement of all interest or additional charges.

**5. Brief description of claim (attach any additional information):**

Type(s) of goods received by debtor within twenty (20) days before the August 24, 2018 petition date: **HEALTHCARE**

Shipment date of goods: **7/30/18, 8/8/18, 8/16/18, and 8/20/18** **GOODS SOLD**

Place of delivery of goods: **AMORY, MS**

Method of delivery of goods: **UPS AND FEDEX**

Name of carrier of goods: **UPS AND FEDEX**

Value of goods: **\$1,926.00**

Whether the value of goods listed in this claim relates to services and goods: **GOODS SOLD**

The percentage of value related to services and the percentage of value related to goods: **100% GOODS**

Whether claimant has filed any other claim against debtor relating to goods underlying this claim:

Attach supporting materials required by field 8 and instructions below.

**6. Credits, setoffs, and counterclaims:**

All payments made on this claim by the debtor have been credited and deducted from the amount claimed hereon.

☐ This claim is subject to setoff or counterclaim as follows:

**7. Assignment:**

☐ Check this box if claimant has obtained this claim by assignment and attached a copy of assignment.

**8. Supporting documents:** Attach redacted copies of supporting documents, such as promissory notes, purchaser orders, invoices, itemized statements of running accounts, or contracts.

All proofs of claim for 503(b)(9) claims must be accompanied by copies of: (i) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (ii) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (iii) documents demonstrating the date the goods were actually received by the debtor.

Any claimant asserting a 503(b)(9) claim must certify that the goods were sold in the ordinary course of the debtor's business.

Do not send original documents. Attached documents may be destroyed after scanning. If the documents are not available, explain. If the documents are voluminous, attach a summary.

**9. Date-stamped copy:** To receive an acknowledgement of the filing of your claim, submit a copy of your proof of claim in a self-addressed, stamped return envelope along with your original claim.

**10. Signature:**

Check the appropriate box.

☒ I am the creditor.

☐ I am the creditor's authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent (see Bankruptcy Rule 3004).

☐ I am a guarantor, surety, indorser, or other codebtor (see Bankruptcy Rule 3005).

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.



Print name: SANDRA MURPHY  
Title: CREDIT ANALYST  
Company: BAYER HEALTHCARE  
Address and telephone number (if different from notice address above):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
(Signature)

1/10/19  
(Date)

Telephone number: \_\_\_\_\_ Email: \_\_\_\_\_

*Penalty for presenting a fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.*

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.*

##### Definitions.

##### 503(b)(9) Claim.

A 503(b)(9) claim is a claim entitled to treatment in accordance with 11 U.S.C. § 503(b)(9). Specifically, 503(b)(9) claims are those claims for the "value of any goods received by the debtor, within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business."

##### 503(b)(9) Bar Date.

By order of the United States Bankruptcy Court for the Middle District of Tennessee (Nashville Division), all claimants asserting 503(b)(9) claims must be filed electronically using the Court's CM/ECF by **January 21, 2019**.

##### Claim.

A claim is the creditor's right to receive payment for a debt owed by the debtor as defined in 11 U.S.C. § 101(5).

##### Creditor.

A creditor is a person, corporation, or other entity to whom the debtor owes a debt.

##### Debtor.

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

##### Proof of Claim.

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor. The creditor must file the form with the claims agent retained in this case as provided below.

##### Redacted.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of healthcare goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential healthcare information.

##### General instructions and filing instructions.

1. Please read this proof of claim form carefully and fill it in completely and accurately.
2. Print legibly. Your claim may be disallowed if it cannot be read or understood.
3. The proof of claim form must be completed in English. The amount of the claim must be denominated in United States currency.
4. Attach additional pages if more space is required to complete the proof of claim.

**Invoice (Duplicate)****6006510316**

Invoice Date: 07/30/2018

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**For information please contact**

Phone +1 800 633 7231

**Customer 103160**

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**Ship-To Party 103160**

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**References**

Payer:	103160	
PO Number/Date:	01654	/ 07/27/2018
Sales Order/Date:	703290026	/ 07/27/2018
Delivery No./Date:	115387644	/ 07/27/2018
Warehouse:	RI Sales	

Item	Article Code	Description	Qty	Unit	Unit Price	Per	Amount	
				USD				
10	84192961-84192961	KIT,DUAL,STLNT,APOLLO,T-CON,SPK, MC,JA	2	BOX	470.00	1 BOX	940.00	
	SDS-CTP-SPK	Discount (Value)					512.00-	0.00
		Item level total					428.00	
	SDS-CTP-SPK							
	SDS-CTP-SPK	Batch: 8546567 Exp. Date: 06/26/2022						

**Total amount in USD****428.00**

Ordering via GHX? Bayer now supports electronic invoicing via EDI 810.

Please email [RI.eorders@bayer.com](mailto:RI.eorders@bayer.com) for more information.**Payment terms:** Up to 08/29/2018 without deduction 30 days due net**Incoterms:** CPT Carriage paid FOB SHIPPING POINT**PLEASE REMIT TO:**

Bayer HealthCare  
P.O. Box: 360172  
Pittsburgh PA 15251-6172

**Invoice No :** 6006510316**Customer No :** 103160

Please mention this data in every business correspondence: invoice nr. 6006510316, invoice date 07/30/2018, customer nr. 103160



#### BAYER DISPOSABLE PRODUCTS TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY ONLY TO DISPOSABLE PURCHASES FROM BAYER. PURCHASES OF EQUIPMENT, SERVICE, AND INFORMATICS ARE SUBJECT TO SEPARATE TERMS AND CONDITIONS. If Customer is a member of a group purchasing organization ("GPO") who has a contract with Bayer, the terms of that GPO Agreement will supersede the terms herein.

1. General Application. These Terms and Conditions ("Terms") govern your order and purchase of merchandise or goods ("Goods") from Bayer ("we" or "us"). Each order and purchase of Goods will be deemed subject only to these Terms and the terms for quantity, price and delivery contained in your Purchase Order for Goods that has been accepted by us. These Terms will control over any conflicting terms contained in any Purchase Order except as you and we otherwise expressly agree in writing. We can accept or reject any Purchase Order in our sole discretion.
2. Modifications. The prices and terms on this Invoice are not subject to verbal changes or other agreements unless approved in writing by Bayer.
3. Acceptance. Bayer's products are sold only under the terms and conditions stated. Acceptance of any Purchase Order is expressly and exclusively made conditional on your assent to these terms and conditions. Any different or additional terms and conditions of any prior or subsequent Purchase Order or any other document sent by you, shall have no effect. Bayer expressly objects to and rejects all inconsistent or additional terms, conditions and limitations contained on any of your forms or other writings. If you do not communicate your objection to these terms and conditions in writing and within a reasonable time, or if you accept the goods covered by this Invoice, you will be deemed to have accepted these terms and conditions and they will control in all instances.
4. Pricing. The pricing for products on this Invoice may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates, or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any product listed as \$0.00 on this Invoice may constitute a discount that you should evaluate when filing such reports. You may request additional information from Bayer in order to meet your reporting or disclosure obligations, by writing to the address set forth in this Invoice. All payments are due net thirty (30) days on the total invoiced amount. For all new customers Bayer requires a thirty percent (30%) pre-payment for all capital equipment orders, unless otherwise agreed to by Bayer. Bayer must approve any payment terms other than net thirty (30) days. In addition to the price for the Goods, you will be responsible for all sales tax, use tax or similar taxes applicable to the sale of the Goods. Applicable taxes will be added to the price charged for the Goods and included on your invoice unless you have a valid resale or tax exemption certificate on file with Bayer.
5. Invoices and Payments. Payment of the full invoice amount, in United States currency, is due in accordance with the payment terms on the Invoice. Standard payment terms, which apply if not otherwise stated on the Invoice, are Net 30 days. Pursuant to UCC § 3-311(c)(1), any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the Bayer Credit Services, PO Box 390, Shawnee Mission, KS 66201.
6. Rights on Failure to Make Payment. In addition to any and all other remedies we may have, we may cancel or suspend deliveries of Goods to you if you fail to make any payment owed to us (whether pursuant to a transaction under these Terms or otherwise) as and when due. Further, if we determine that your financial position is questionable and/or your financial responsibility is or becomes unsatisfactory to us in our sole discretion, we may require that you pay in cash for all deliveries or we may require some form of security acceptable to us in our sole discretion. Past due invoices will accrue a monthly late charge of 1.5% of the outstanding principal amount (or the maximum rate allowed by law) or \$2.00, whichever is greater.
7. Shipment of Goods. All shipments of Goods will be CPT (Incoterms® 2010, Carriage Paid) to the delivery address designated in your Purchase Order, or if not designated in your Purchase Order, to your current delivery address as listed in our records. Unless otherwise agreed to in writing, Bayer will prepay the shipping costs on all orders shipped to you via normal routing and the shipping charges shall appear on your invoice. Bayer will make every reasonable effort to meet shipping dates referenced in your Purchase Order. However, Bayer will not be liable for its failure to meet any such date. Bayer shall have the right to deliver any ordered Products in separate shipments and on different dates. Packaging and packing is in accordance with Bayer's standard practices, unless otherwise stated.
8. Inspection of Goods for Damage or Mis-shipment. You have the right to inspect and reject any shipment of Goods for damage or mis-shipment for a period of 3 business days after delivery. If damage to your Goods is apparent at the time of delivery, you will note the damage when signing the delivery carrier's delivery receipt. If damage is discovered after that time but within 3 business days after delivery (concealed damage), contact the delivery carrier and request an inspection. Failure to inspect shall constitute a waiver of your rights of inspection and shall be equivalent to acceptance of such Product. If after such inspection you reject any such Product shipped pursuant to these Terms, you shall fully specify all claimed defects and non-conformity in a notice of rejection sent to Bayer within fifteen (15) days after receipt of the Product. The failure to specify any defect or non-conformity shall constitute a waiver of that defect or non-conformity.
9. Lost Goods. You will promptly notify us if you have not received an expected shipment of Goods by the expected delivery date. If we determine that your shipment of Goods is lost, at our option, either a credit to your account or re-shipment of Goods will be made promptly upon receipt of your notice.
10. Warranty. Bayer warrants that all new Bayer products are free from defects in workmanship or material under proper, normal use and service for a period of one year (12 months) from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein. Bayer's warranty shall be limited to repair or replacement of any defective disposable product upon receipt of the defective product and a Bayer Return Goods Authorization. You acknowledge that the disposables and the equipment are a system and your actions regarding your equipment may invalidate your warranty on the disposables. During the warranty period, there shall be no charge for any action deemed necessary by Bayer, including parts, travel, or labor to fulfill the terms of the warranty, during local business hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, except Bayer holidays. Your actions may invalidate this warranty. If Bayer determines that an equipment or disposable problem is due to any of the following, you agree to pay Bayer for all labor, travel, material handling and shipping at Bayer's, or Bayer's agents, standard rates:
  - a) Malfunction or damage due to spillage of any type of fluid in or on the unit.
  - b) Malfunction due to operator error, including failing to follow specified provisions of the Operations Manual.
  - c) Malfunction or damage due to unauthorized modification or repair. Unauthorized actions may jeopardize functionality, reliability, or operator and patient safety. Therefore any claim caused by unauthorized modification or repair shall not be covered by this warranty and Bayer is relieved from any further obligation. Bayer must review and authorize all modifications and repairs. This service may be obtained by contacting the Bayer Service Department.
  - d) Malfunction or damage due to the use of non-Bayer or non-approved accessories. The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety. Therefore any claim caused by the use of non-Bayer or non-approved accessories (such as non-Bayer disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by Bayer) shall not be covered by this warranty and Bayer is relieved from any further obligation.
  - e) Damage by fire, floods, or other disaster commonly known as "Acts of God".
11. Warranty Exclusions. EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BAYER IS AWARE OF YOUR INTENDED USE OF THE PRODUCT), AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATION OF BAYER'S PRODUCT OR SERVICE. Some states do not allow the exclusions on limitation of incidental or consequential damages, so the above limitations may not apply. This Limited Warranty gives you specific legal rights and you may also have other rights.
12. Indemnification. Bayer agrees to indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment (including attorneys' fees), arising out of any claim for property damage, or personal injury or death where the product is alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.
13. Force Majeure. Bayer will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war or terrorism, riot, accident, fire, explosion, flood, strike, lockout, labor unrest, injunction, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond Bayer's reasonable control.
14. Compliance With Laws/Export. In addition to any rights and remedies specifically identified here in this Invoice, Bayer shall have all rights and remedies conferred by law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America without regard to conflicts of law principles. You warrant that you are and will remain in compliance with all export and re-export requirements, laws and regulations of the United States of America and any other applicable export and re-export laws and regulations.
15. HIPAA. Bayer represents that it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.
16. Miscellaneous. You may not assign any of your rights or obligations under these Terms or any Purchase Order without our written consent. These Terms, as in effect with respect to any Purchase Order that has been accepted, may not be modified or amended except by a writing signed by you and us.





January 4, 2019  
Shipper 181W00  
Page 1 of 1

ATTN : PATRICK HUYGE  
PHONE : (574)252-3339

## DELIVERY NOTIFICATION


INQUIRY FROM: CHRIS KRIVONIAK  
BAYER HEALTHCARE LLC  
1750 SHENANGO RD  
NEW GALILEE PA 16141

SHIPMENT TO: NA  
1105 EARL FRYE BLVD  
AMORY MS 38821

Shipper Number.....181W00

Tracking Identification Number...1Z181W000341948310

According to our records 1 parcel was delivered on 08/03/18 at 11:45 A.M., and left at INSIDE DELIVERY . The shipment was received by MCNEESE as follows:

SHIPPER NUMBER	PKG ID NO.	TRACKING NUMBER	ADDRESS (NO/STREET,CITY)	SIGNATURE
181W00		1Z181W000341948310	1105 EARL FRYE BLVD AMORY	

TUS2197:000A0000

**Invoice (Duplicate)****6006539659**

Invoice Date: 08/08/2018

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

For information please contact

Phone +1 800 633 7231

**Customer 103160**

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**Ship-To Party 103160**

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**References**

Payer:	103160	
PO Number/Date:	01796	/ 08/07/2018
Sales Order/Date:	703382013	/ 08/07/2018
Delivery No./Date:	115476430	/ 08/07/2018
Warehouse:	RI Sales	

Item	Article Code	Description	Qty	Unit	Unit Price	Per	Amount	
				USD				
10	84192961-84192961	KIT,DUAL,STLNT,APOLLO,T-CON,SPK, MC,JA	2	BOX	470.00	1 BOX	940.00	
	0313886	Discount (Value)					512.00-	0.00
		Item level total					428.00	
	SDS-CTP-SPK							
	SDS-CTP-SPK	Batch: 8546708 Exp. Date: 07/09/2022						

**Total amount in USD****428.00**

Ordering via GHX? Bayer now supports electronic invoicing via EDI 810.

Please email [RIeorders@bayer.com](mailto:RIeorders@bayer.com) for more information.

Payment terms: Up to 09/07/2018 without deduction 30 days due net

Incoterms: CPT Carriage paid FOB SHIPPING POINT

**PLEASE REMIT TO:**

Bayer HealthCare  
P.O. Box: 360172  
Pittsburgh PA 15251-6172

Invoice No : 6006539659

Customer No : 103160

Please mention this data in every business correspondence: invoice nr. 6006539659, invoice date 08/08/2018, customer nr. 103160



## BAYER DISPOSABLE PRODUCTS TERMS AND CONDITIONS

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1. General Application. These Terms and Conditions ("Terms") govern your order and purchase of merchandise or goods ("Goods") from Bayer ("we" or "us"). Each order and purchase of Goods will be deemed subject only to these Terms and the terms for quantity, price and delivery contained in your Purchase Order for Goods that has been accepted by us. These Terms will control over any conflicting terms contained in any Purchase Order except as you and we otherwise expressly agree in writing. We can accept or reject any Purchase Order in our sole discretion.
2. Modifications. The prices and terms on this Invoice are not subject to verbal changes or other agreements unless approved in writing by Bayer.
3. Acceptance. Bayer's products are sold only under the terms and conditions stated. Acceptance of any Purchase Order is expressly and exclusively made conditional on your assent to these terms and conditions. Any different or additional terms and conditions of any prior or subsequent Purchase Order or any other document sent by you, shall have no effect. Bayer expressly objects to and rejects all inconsistent or additional terms, conditions and limitations contained on any of your forms or other writings. If you do not communicate your objection to these terms and conditions in writing and within a reasonable time, or if you accept the goods covered by this Invoice, you will be deemed to have accepted these terms and conditions and they will control in all instances.
4. Pricing. The pricing for products on this Invoice may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates, or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any product listed as \$0.00 on this Invoice may constitute a discount that you should evaluate when filing such reports. You may request additional information from Bayer in order to meet your reporting or disclosure obligations, by writing to the address set forth in this Invoice. All payments are due net thirty (30) days on the total invoiced amount. For all new customers Bayer requires a thirty percent (30%) pre-payment for all capital equipment orders, unless otherwise agreed to by Bayer. Bayer must approve any payment terms other than net thirty (30) days. In addition to the price for the Goods, you will be responsible for all sales tax, use tax or similar taxes applicable to the sale of the Goods. Applicable taxes will be added to the price charged for the Goods and included on your invoice unless you have a valid resale or tax exemption certificate on file with Bayer.
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6. Rights on Failure to Make Payment. In addition to any and all other remedies we may have, we may cancel or suspend deliveries of Goods to you if you fail to make any payment owed to us (whether pursuant to a transaction under these Terms or otherwise) as and when due. Further, if we determine that your financial position is questionable and/or your financial responsibility is or becomes unsatisfactory to us in our sole discretion, we may require that you pay in cash for all deliveries or we may require some form of security acceptable to us in our sole discretion. Past due invoices will accrue a monthly late charge of 1.5% of the outstanding principal amount (or the maximum rate allowed by law) or \$2.00, whichever is greater.
7. Shipment of Goods. All shipments of Goods will be CPT (Incoterms® 2010, Carriage Paid) to the delivery address designated in your Purchase Order, or if not designated in your Purchase Order, to your current delivery address as listed in our records. Unless otherwise agreed to in writing, Bayer will prepay the shipping costs on all orders shipped to you via normal routing and the shipping charges shall appear on your invoice. Bayer will make every reasonable effort to meet shipping dates referenced in your Purchase Order. However, Bayer will not be liable for its failure to meet any such date. Bayer shall have the right to deliver any ordered Products in separate shipments and on different dates. Packaging and packing is in accordance with Bayer's standard practices, unless otherwise stated.
8. Inspection of Goods for Damage or Mis-shipment. You have the right to inspect and reject any shipment of Goods for damage or mis-shipment for a period of 3 business days after delivery. If damage to your Goods is apparent at the time of delivery, you will note the damage when signing the delivery carrier's delivery receipt. If damage is discovered after that time but within 3 business days after delivery (concealed damage), contact the delivery carrier and request an inspection. Failure to inspect shall constitute a waiver of your rights of inspection and shall be equivalent to acceptance of such Product. If after such inspection you reject any such Product shipped pursuant to these Terms, you shall fully specify all claimed defects and non-conformity in a notice of rejection sent to Bayer within fifteen (15) days after receipt of the Product. The failure to specify any defect or non-conformity shall constitute a waiver of that defect or non-conformity.
9. Lost Goods. You will promptly notify us if you have not received an expected shipment of Goods by the expected delivery date. If we determine that your shipment of Goods is lost, at our option, either a credit to your account or re-shipment of Goods will be made promptly upon receipt of your notice.
10. Warranty. Bayer warrants that all new Bayer products are free from defects in workmanship or material under proper, normal use and service for a period of one year (12 months) from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein. Bayer's warranty shall be limited to repair or replacement of any defective disposable product upon receipt of the defective product and a Bayer Return Goods Authorization. You acknowledge that the disposables and the equipment are a system and your actions regarding your equipment may invalidate your warranty on the disposables. During the warranty period, there shall be no charge for any action deemed necessary by Bayer, including parts, travel, or labor to fulfill the terms of the warranty, during local business hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, except Bayer holidays. Your actions may invalidate this warranty. If Bayer determines that an equipment or disposable problem is due to any of the following, you agree to pay Bayer for all labor, travel, material handling and shipping at Bayer's, or Bayer's agents, standard rates:
  - a) Malfunction or damage due to spillage of any type of fluid in or on the unit.
  - b) Malfunction due to operator error, including failing to follow specified provisions of the Operations Manual.
  - c) Malfunction or damage due to unauthorized modification or repair. Unauthorized actions may jeopardize functionality, reliability, or operator and patient safety. Therefore any claim caused by unauthorized modification or repair shall not be covered by this warranty and Bayer is relieved from any further obligation. Bayer must review and authorize all modifications and repairs. This service may be obtained by contacting the Bayer Service Department.
  - d) Malfunction or damage due to the use of non-Bayer or non-approved accessories. The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety. Therefore any claim caused by the use of non-Bayer or non-approved accessories (such as non-Bayer disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by Bayer) shall not be covered by this warranty and Bayer is relieved from any further obligation.
  - e) Damage by fire, floods, or other disaster commonly known as "Acts of God".
11. Warranty Exclusions. EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BAYER IS AWARE OF YOUR INTENDED USE OF THE PRODUCT), AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATION OF BAYER'S PRODUCT OR SERVICE. Some states do not allow the exclusions on limitation of incidental or consequential damages, so the above limitations may not apply. This Limited Warranty gives you specific legal rights and you may also have other rights.
12. Indemnification. Bayer agrees to indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment (including attorneys' fees), arising out of any claim for property damage, or personal injury or death where the product is alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.
13. Force Majeure. Bayer will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war or terrorism, riot, accident, fire, explosion, flood, strike, lockout, labor unrest, injunction, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond Bayer's reasonable control.
14. Compliance With Laws/Export. In addition to any rights and remedies specifically identified here in this Invoice, Bayer shall have all rights and remedies conferred by law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America without regard to conflicts of law principles. You warrant that you are and will remain in compliance with all export and re-export requirements, laws and regulations of the United States of America and any other applicable export and re-export laws and regulations.
15. HIPAA. Bayer represents that it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.
16. Miscellaneous. You may not assign any of your rights or obligations under these Terms or any Purchase Order without our written consent. These Terms, as in effect with respect to any Purchase Order that has been accepted, may not be modified or amended except by a writing signed by you and us.





ATTN : PATRICK HUYGE  
PHONE : (574)252-3339

## DELIVERY NOTIFICATION


INQUIRY FROM: CHRIS KRIVONIAK  
BAYER HEALTHCARE LLC  
1750 SHENANGO RD  
NEW GALILEE PA 16141

SHIPMENT TO: GILMORE MEMORIAL HOSPITAL  
1105 EARL FRYE BLVD  
AMORY MS 38821

Shipper Number.....181W00

Tracking Identification Number...1Z181W000342181422

According to our records 1 parcel was delivered on 08/13/18 at 11:18 A.M., and left at INSIDE DELIVERY  
. The shipment was received by CAMPBELL as follows:

SHIPPER NUMBER	PKG ID NO.	TRACKING NUMBER	ADDRESS (NO/STREET,CITY)	SIGNATURE
181W00		1Z181W000342181422	1105 EARL FRYE BLVD AMORY	

TUS2197:000A0000



**Invoice (Duplicate)****6006569295**

Invoice Date: 08/16/2018

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**For information please contact**

Phone +1 800 633 7231

**Customer 103160**

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**Ship-To Party 103160**

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**References**

Payer:	103160	
PO Number/Date:	01890	/ 08/15/2018
Sales Order/Date:	703429336	/ 08/15/2018
Delivery No./Date:	115541629	/ 08/15/2018
Warehouse:	RI Sales	

Item	Article Code	Description	Qty	Unit	Unit Price	Per	Amount	
Material				USD				
10	84192961-84192961	KIT,DUAL,STLNT,APOLLO,T-CON,SPK, MC,JA	2	BOX	470.00	1 BOX	940.00	
	0313886	Discount (Value)					512.00-	0.00
		<b>Item level total</b>					<b>428.00</b>	
	SDS-CTP-SPK							
	SDS-CTP-SPK	Batch: 8547392 Exp. Date: 07/17/2022						

**Total amount in USD****428.00**

Ordering via GHX? Bayer now supports electronic invoicing via EDI 810.

Please email [RI.corders@bayer.com](mailto:RI.corders@bayer.com) for more information.**Payment terms:** Up to 09/15/2018 without deduction 30 days due net**Incoterms:** CPT Carriage paid FOB SHIPPING POINT**PLEASE REMIT TO:**

Bayer HealthCare  
P.O. Box: 360172  
Pittsburgh PA 15251-6172

**Invoice No :** 6006569295**Customer No :** 103160

Please mention this data in every business correspondence: invoice nr. 6006569295, invoice date 08/16/2018, customer nr. 103160



# BAYER DISPOSABLE PRODUCTS TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY ONLY TO DISPOSABLE PURCHASES FROM BAYER. PURCHASES OF EQUIPMENT, SERVICE, AND INFORMATICS ARE SUBJECT TO SEPARATE TERMS AND CONDITIONS. If Customer is a member of a group purchasing organization ("GPO") who has a contract with Bayer, the terms of that GPO Agreement will supersede the terms herein.

1. General Application. These Terms and Conditions ("Terms") govern your order and purchase of merchandise or goods ("Goods") from Bayer ("we" or "us"). Each order and purchase of Goods will be deemed subject only to these Terms and the terms for quantity, price and delivery contained in your Purchase Order for Goods that has been accepted by us. These Terms will control over any conflicting terms contained in any Purchase Order except as you and we otherwise expressly agree in writing. We can accept or reject any Purchase Order in our sole discretion.
2. Modifications. The prices and terms on this Invoice are not subject to verbal changes or other agreements unless approved in writing by Bayer.
3. Acceptance. Bayer's products are sold only under the terms and conditions stated. Acceptance of any Purchase Order is expressly and exclusively made conditional on your assent to these terms and conditions. Any different or additional terms and conditions of any prior or subsequent Purchase Order or any other document sent by you, shall have no effect. Bayer expressly objects to and rejects all inconsistent or additional terms, conditions and limitations contained on any of your forms or other writings. If you do not communicate your objection to these terms and conditions in writing and within a reasonable time, or if you accept the goods covered by this Invoice, you will be deemed to have accepted these terms and conditions and they will control in all instances.
4. Pricing. The pricing for products on this Invoice may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates, or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any product listed as \$0.00 on this Invoice may constitute a discount that you should evaluate when filing such reports. You may request additional information from Bayer in order to meet your reporting or disclosure obligations, by writing to the address set forth in this Invoice. All payments are due net thirty (30) days on the total invoiced amount. For all new customers Bayer requires a thirty percent (30%) pre-payment for all capital equipment orders, unless otherwise agreed to by Bayer. Bayer must approve any payment terms other than net thirty (30) days. In addition to the price for the Goods, you will be responsible for all sales tax, use tax or similar taxes applicable to the sale of the Goods. Applicable taxes will be added to the price charged for the Goods and included on your invoice unless you have a valid resale or tax exemption certificate on file with Bayer.
5. Invoices and Payments. Payment of the full invoice amount, in United States currency, is due in accordance with the payment terms on the Invoice. Standard payment terms, which apply if not otherwise stated on the Invoice, are Net 30 days. Pursuant to UCC § 3-311(c)(1), any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the Bayer Credit Services, PO Box 390, Shawnee Mission, KS 66201.
6. Rights on Failure to Make Payment. In addition to any and all other remedies we may have, we may cancel or suspend deliveries of Goods to you if you fail to make any payment owed to us (whether pursuant to a transaction under these Terms or otherwise) as and when due. Further, if we determine that your financial position is questionable and/or your financial responsibility is or becomes unsatisfactory to us in our sole discretion, we may require that you pay in cash for all deliveries or we may require some form of security acceptable to us in our sole discretion. Past due invoices will accrue a monthly late charge of 1.5% of the outstanding principal amount (or the maximum rate allowed by law) or \$2.00, whichever is greater.
7. Shipment of Goods. All shipments of Goods will be CPT (Incoterms® 2010, Carriage Paid) to the delivery address designated in your Purchase Order, or if not designated in your Purchase Order, to your current delivery address as listed in our records. Unless otherwise agreed to in writing, Bayer will prepay the shipping costs on all orders shipped to you via normal routing and the shipping charges shall appear on your invoice. Bayer will make every reasonable effort to meet shipping dates referenced in your Purchase Order. However, Bayer will not be liable for its failure to meet any such date. Bayer shall have the right to deliver any ordered Products in separate shipments and on different dates. Packaging and packing is in accordance with Bayer's standard practices, unless otherwise stated.
8. Inspection of Goods for Damage or Mis-shipment. You have the right to inspect and reject any shipment of Goods for damage or mis-shipment for a period of 3 business days after delivery. If damage to your Goods is apparent at the time of delivery, you will note the damage when signing the delivery carrier's delivery receipt. If damage is discovered after that time but within 3 business days after delivery (concealed damage), contact the delivery carrier and request an inspection. Failure to inspect shall constitute a waiver of your rights of inspection and shall be equivalent to acceptance of such Product. If after such inspection you reject any such Product shipped pursuant to these Terms, you shall fully specify all claimed defects and non-conformity in a notice of rejection sent to Bayer within fifteen (15) days after receipt of the Product. The failure to specify any defect or non-conformity shall constitute a waiver of that defect or non-conformity.
9. Lost Goods. You will promptly notify us if you have not received an expected shipment of Goods by the expected delivery date. If we determine that your shipment of Goods is lost, at our option, either a credit to your account or re-shipment of Goods will be made promptly upon receipt of your notice.
10. Warranty. Bayer warrants that all new Bayer products are free from defects in workmanship or material under proper, normal use and service for a period of one year (12 months) from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein. Bayer's warranty shall be limited to repair or replacement of any defective disposable product upon receipt of the defective product and a Bayer Return Goods Authorization. You acknowledge that the disposables and the equipment are a system and your actions regarding your equipment may invalidate your warranty on the disposables. During the warranty period, there shall be no charge for any action deemed necessary by Bayer, including parts, travel, or labor to fulfill the terms of the warranty, during local business hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, except Bayer holidays. Your actions may invalidate this warranty. If Bayer determines that an equipment or disposable problem is due to any of the following, you agree to pay Bayer for all labor, travel, material handling and shipping at Bayer's, or Bayer's agents, standard rates:
  - a) Malfunction or damage due to spillage of any type of fluid in or on the unit.
  - b) Malfunction due to operator error, including failing to follow specified provisions of the Operations Manual.
  - c) Malfunction or damage due to unauthorized modification or repair. Unauthorized actions may jeopardize functionality, reliability, or operator and patient safety. Therefore any claim caused by unauthorized modification or repair shall not be covered by this warranty and Bayer is relieved from any further obligation. Bayer must review and authorize all modifications and repairs. This service may be obtained by contacting the Bayer Service Department.
  - d) Malfunction or damage due to the use of non-Bayer or non-approved accessories. The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety. Therefore any claim caused by the use of non-Bayer or non-approved accessories (such as non-Bayer disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by Bayer) shall not be covered by this warranty and Bayer is relieved from any further obligation.
  - e) Damage by fire, floods, or other disaster commonly known as "Acts of God".
11. Warranty Exclusions. EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BAYER IS AWARE OF YOUR INTENDED USE OF THE PRODUCT), AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATION OF BAYER'S PRODUCT OR SERVICE. Some states do not allow the exclusions on limitation of incidental or consequential damages, so the above limitations may not apply. This Limited Warranty gives you specific legal rights and you may also have other rights.
12. Indemnification. Bayer agrees to indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment (including attorneys' fees), arising out of any claim for property damage, or personal injury or death where the product is alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.
13. Force Majeure. Bayer will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war or terrorism, riot, accident, fire, explosion, flood, strike, lockout, labor unrest, injunction, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond Bayer's reasonable control.
14. Compliance With Laws/Export. In addition to any rights and remedies specifically identified here in this Invoice, Bayer shall have all rights and remedies conferred by law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America without regard to conflicts of law principles. You warrant that you are and will remain in compliance with all export and re-export requirements, laws and regulations of the United States of America and any other applicable export and re-export laws and regulations.
15. HIPAA. Bayer represents that it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.
16. Miscellaneous. You may not assign any of your rights or obligations under these Terms or any Purchase Order without our written consent. These Terms, as in effect with respect to any Purchase Order that has been accepted, may not be modified or amended except by a writing signed by you and us.





ATTN : PATRICK HUYGE  
PHONE : (574)252-3339

## DELIVERY NOTIFICATION

INQUIRY FROM: CHRIS KRIVONIAK  
BAYER HEALTHCARE LLC  
1750 SHENANGO RD  
NEW GALILEE PA 16141

SHIPMENT TO: GILMORE MEMORIAL HOSPITAL  
1105 EARL FRYE BLVD  
AMORY MS 38821

Shipper Number.....181W00

Tracking Identification Number...1Z181W000342377168

According to our records 1 parcel was delivered on 08/21/18 at 12:17 P.M.. The shipment was received by **WRIGHT**.

TUS2197:000A0000

**Invoice (Duplicate) 6006578368**

Invoice Date: 08/20/2018

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**For information please contact**

Phone +1 800 633 7231

**Customer 103160**

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**Ship-To Party 103160**

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**References**

Payer:	103160	
PO Number/Date:	01905	/ 08/17/2018
Sales Order/Date:	703450047	/ 08/17/2018
Delivery No./Date:	115566312	/ 08/17/2018
Warehouse:	RI Sales	

Item	Article Code	Description	Qty	Unit	Unit Price	Per	Amount
				USD			
10	84192961-84192961	KIT,DUAL,STLNT,APOLLO,T-CON,SPK, MC,JA	2	BOX	470.00	1 BOX	940.00
	SDS-CTP-SPK	Discount (Value)					512.00-
		Item level total					428.00
	SDS-CTP-SPK						
	SDS-CTP-SPK	Batch: 8547403 Exp. Date: 07/19/2022					

**Total amount in USD****428.00**

Ordering via GHX? Bayer now supports electronic invoicing via EDI 810.

Please email [RI.eorders@bayer.com](mailto:RI.eorders@bayer.com) for more information.**Payment terms:** Up to 09/19/2018 without deduction 30 days due net**Incoterms:** CPT Carriage paid FOB SHIPPING POINT

**PLEASE REMIT TO:** Bayer HealthCare  
P.O. Box: 360172  
Pittsburgh PA 15251-6172

**Invoice No :** 6006578368  
**Customer No :** 103160

Please mention this data in every business correspondence: invoice nr. 6006578368, invoice date 08/20/2018, customer nr. 103160



#### BAYER DISPOSABLE PRODUCTS TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY ONLY TO DISPOSABLE PURCHASES FROM BAYER. PURCHASES OF EQUIPMENT, SERVICE, AND INFORMATICS ARE SUBJECT TO SEPARATE TERMS AND CONDITIONS. If Customer is a member of a group purchasing organization ("GPO") who has a contract with Bayer, the terms of that GPO Agreement will supersede the terms herein.

1. General Application. These Terms and Conditions ("Terms") govern your order and purchase of merchandise or goods ("Goods") from Bayer ("we" or "us"). Each order and purchase of Goods will be deemed subject only to these Terms and the terms for quantity, price and delivery contained in your Purchase Order for Goods that has been accepted by us. These Terms will control over any conflicting terms contained in any Purchase Order except as you and we otherwise expressly agree in writing. We can accept or reject any Purchase Order in our sole discretion.
2. Modifications. The prices and terms on this Invoice are not subject to verbal changes or other agreements unless approved in writing by Bayer.
3. Acceptance. Bayer's products are sold only under the terms and conditions stated. Acceptance of any Purchase Order is expressly and exclusively made conditional on your assent to these terms and conditions. Any different or additional terms and conditions of any prior or subsequent Purchase Order or any other document sent by you, shall have no effect. Bayer expressly objects to and rejects all inconsistent or additional terms, conditions and limitations contained on any of your forms or other writings. If you do not communicate your objection to these terms and conditions in writing and within a reasonable time, or if you accept the goods covered by this Invoice, you will be deemed to have accepted these terms and conditions and they will control in all instances.
4. Pricing. The pricing for products on this Invoice may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates, or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any product listed as \$0.00 on this Invoice may constitute a discount that you should evaluate when filing such reports. You may request additional information from Bayer in order to meet your reporting or disclosure obligations, by writing to the address set forth in this Invoice. All payments are due net thirty (30) days on the total invoiced amount. For all new customers Bayer requires a thirty percent (30%) pre-payment for all capital equipment orders, unless otherwise agreed to by Bayer. Bayer must approve any payment terms other than net thirty (30) days. In addition to the price for the Goods, you will be responsible for all sales tax, use tax or similar taxes applicable to the sale of the Goods. Applicable taxes will be added to the price charged for the Goods and included on your invoice unless you have a valid resale or tax exemption certificate on file with Bayer.
5. Invoices and Payments. Payment of the full invoice amount, in United States currency, is due in accordance with the payment terms on the Invoice. Standard payment terms, which apply if not otherwise stated on the Invoice, are Net 30 days. Pursuant to UCC § 3-311(c)(1), any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the Bayer Credit Services, PO Box 390, Shawnee Mission, KS 66201.
6. Rights on Failure to Make Payment. In addition to any and all other remedies we may have, we may cancel or suspend deliveries of Goods to you if you fail to make any payment owed to us (whether pursuant to a transaction under these Terms or otherwise) as and when due. Further, if we determine that your financial position is questionable and/or your financial responsibility is or becomes unsatisfactory to us in our sole discretion, we may require that you pay in cash for all deliveries or we may require some form of security acceptable to us in our sole discretion. Past due invoices will accrue a monthly late charge of 1.5% of the outstanding principal amount (or the maximum rate allowed by law) or \$2.00, whichever is greater.
7. Shipment of Goods. All shipments of Goods will be CPT (Incoterms® 2010, Carriage Paid) to the delivery address designated in your Purchase Order, or if not designated in your Purchase Order, to your current delivery address as listed in our records. Unless otherwise agreed to in writing, Bayer will prepay the shipping costs on all orders shipped to you via normal routing and the shipping charges shall appear on your invoice. Bayer will make every reasonable effort to meet shipping dates referenced in your Purchase Order. However, Bayer will not be liable for its failure to meet any such date. Bayer shall have the right to deliver any ordered Products in separate shipments and on different dates. Packaging and packing is in accordance with Bayer's standard practices, unless otherwise stated.
8. Inspection of Goods for Damage or Mis-shipment. You have the right to inspect and reject any shipment of Goods for damage or mis-shipment for a period of 3 business days after delivery. If damage to your Goods is apparent at the time of delivery, you will note the damage when signing the delivery carrier's delivery receipt. If damage is discovered after that time but within 3 business days after delivery (concealed damage), contact the delivery carrier and request an inspection. Failure to inspect shall constitute a waiver of your rights of inspection and shall be equivalent to acceptance of such Product. If after such inspection you reject any such Product shipped pursuant to these Terms, you shall fully specify all claimed defects and non-conformity in a notice of rejection sent to Bayer within fifteen (15) days after receipt of the Product. The failure to specify any defect or non-conformity shall constitute a waiver of that defect or non-conformity.
9. Lost Goods. You will promptly notify us if you have not received an expected shipment of Goods by the expected delivery date. If we determine that your shipment of Goods is lost, at our option, either a credit to your account or re-shipment of Goods will be made promptly upon receipt of your notice.
10. Warranty. Bayer warrants that all new Bayer products are free from defects in workmanship or material under proper, normal use and service for a period of one year (12 months) from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein. Bayer's warranty shall be limited to repair or replacement of any defective disposable product upon receipt of the defective product and a Bayer Return Goods Authorization. You acknowledge that the disposables and the equipment are a system and your actions regarding your equipment may invalidate your warranty on the disposables. During the warranty period, there shall be no charge for any action deemed necessary by Bayer, including parts, travel, or labor to fulfill the terms of the warranty, during local business hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, except Bayer holidays. Your actions may invalidate this warranty. If Bayer determines that an equipment or disposable problem is due to any of the following, you agree to pay Bayer for all labor, travel, material handling and shipping at Bayer's, or Bayer's agents, standard rates:
  - a) Malfunction or damage due to spillage of any type of fluid in or on the unit.
  - b) Malfunction due to operator error, including failing to follow specified provisions of the Operations Manual.
  - c) Malfunction or damage due to unauthorized modification or repair. Unauthorized actions may jeopardize functionality, reliability, or operator and patient safety. Therefore any claim caused by unauthorized modification or repair shall not be covered by this warranty and Bayer is relieved from any further obligation. Bayer must review and authorize all modifications and repairs. This service may be obtained by contacting the Bayer Service Department.
  - d) Malfunction or damage due to the use of non-Bayer or non-approved accessories. The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety. Therefore any claim caused by the use of non-Bayer or non-approved accessories (such as non-Bayer disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by Bayer) shall not be covered by this warranty and Bayer is relieved from any further obligation.
  - e) Damage by fire, floods, or other disaster commonly known as "Acts of God".
11. Warranty Exclusions. EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BAYER IS AWARE OF YOUR INTENDED USE OF THE PRODUCT), AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATION OF BAYER'S PRODUCT OR SERVICE. Some states do not allow the exclusions on limitation of incidental or consequential damages, so the above limitations may not apply. This Limited Warranty gives you specific legal rights and you may also have other rights.
12. Indemnification. Bayer agrees to indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment (including attorneys' fees), arising out of any claim for property damage, or personal injury or death where the product is alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.
13. Force Majeure. Bayer will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war or terrorism, riot, accident, fire, explosion, flood, strike, lockout, labor unrest, injunction, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond Bayer's reasonable control.
14. Compliance With Laws/Export. In addition to any rights and remedies specifically identified here in this Invoice, Bayer shall have all rights and remedies conferred by law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America without regard to conflicts of law principles. You warrant that you are and will remain in compliance with all export and re-export requirements, laws and regulations of the United States of America and any other applicable export and re-export laws and regulations.
15. HIPAA. Bayer represents that it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.
16. Miscellaneous. You may not assign any of your rights or obligations under these Terms or any Purchase Order without our written consent. These Terms, as in effect with respect to any Purchase Order that has been accepted, may not be modified or amended except by a writing signed by you and us.





ATTN : PATRICK HUYGE  
PHONE : (574)252-3339

## DELIVERY NOTIFICATION

INQUIRY FROM: CHRIS KRIVONIAK  
BAYER HEALTHCARE LLC  
1750 SHENANGO RD  
NEW GALILEE PA 16141

SHIPMENT TO: GILMORE MEMORIAL HOSPITAL  
1105 EARL FRYE BLVD  
AMORY MS 38821

Shipper Number.....181W00

Tracking Identification Number...1Z181W000342429487

According to our records 1 parcel was delivered on 08/23/18 at 11:43 A.M.. The shipment was received by MCNEESE.

TUS2197:000A0000

**Invoice (Duplicate)****6006578369**

Invoice Date: 08/20/2018

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**For information please contact**

Phone +1 800 633 7231

**Customer 103160**

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**Ship-To Party 103160**

GILMORE MEMORIAL HOSPITAL  
1105 Earl Frye Blvd  
Amory MS 38821-5500

**References**

Payer:	103160	
PO Number/Date:	01905	/ 08/20/2018
Sales Order/Date:	703462600	/ 08/20/2018
Delivery No./Date:	115576754	/ 08/20/2018
Warehouse:	RI Sales	

Item	Article Code	Description	Qty	Unit USD	Unit Price	Per	Amount
10	84192961-84192961	KIT,DUAL,STLNT,APOLLO,T-CON,SPK, MC,JA	1	BOX	470.00	1 BOX	470.00
	SDS-CTP-SPK	Discount (Value)					256.00-
	SDS-CTP-SPK	Item level total					214.00
	SDS-CTP-SPK	Batch: 8550848 Exp. Date: 07/12/2022					

**Total amount in USD****214.00**

Ordering via GHX? Bayer now supports electronic invoicing via EDI 810.

Please email [RIorders@bayer.com](mailto:RIorders@bayer.com) for more information.**Payment terms:** Up to 09/19/2018 without deduction 30 days due net**Incoterms:** FCA Free carrier FOB SHIPPING POINT**PLEASE REMIT TO:**

Bayer HealthCare  
P.O. Box: 360172  
Pittsburgh PA 15251-6172

**Invoice No** : 6006578369**Customer No** : 103160

Please mention this data in every business correspondence: invoice nr. 6006578369, invoice date 08/20/2018, customer nr. 103160



#### BAYER DISPOSABLE PRODUCTS TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY ONLY TO DISPOSABLE PURCHASES FROM BAYER. PURCHASES OF EQUIPMENT, SERVICE, AND INFORMATICS ARE SUBJECT TO SEPARATE TERMS AND CONDITIONS. IF Customer is a member of a group purchasing organization ("GPO") who has a contract with Bayer, the terms of that GPO Agreement will supersede the terms herein.

1. General Application. These Terms and Conditions ("Terms") govern your order and purchase of merchandise or goods ("Goods") from Bayer ("we" or "us"). Each order and purchase of Goods will be deemed subject only to these Terms and the terms for quantity, price and delivery contained in your Purchase Order for Goods that has been accepted by us. These Terms will control over any conflicting terms contained in any Purchase Order except as you and we otherwise expressly agree in writing. We can accept or reject any Purchase Order in our sole discretion.
2. Modifications. The prices and terms on this Invoice are not subject to verbal changes or other agreements unless approved in writing by Bayer.
3. Acceptance. Bayer's products are sold only under the terms and conditions stated. Acceptance of any Purchase Order is expressly and exclusively made conditional on your assent to these terms and conditions. Any different or additional terms and conditions of any prior or subsequent Purchase Order or any other document sent by you, shall have no effect. Bayer expressly objects to and rejects all inconsistent or additional terms, conditions and limitations contained on any of your forms or other writings. If you do not communicate your objection to these terms and conditions in writing and within a reasonable time, or if you accept the goods covered by this Invoice, you will be deemed to have accepted these terms and conditions and they will control in all instances.
4. Pricing. The pricing for products on this Invoice may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates, or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any product listed as \$0.00 on this Invoice may constitute a discount that you should evaluate when filing such reports. You may request additional information from Bayer in order to meet your reporting or disclosure obligations, by writing to the address set forth in this Invoice. All payments are due net thirty (30) days on the total invoiced amount. For all new customers Bayer requires a thirty percent (30%) pre-payment for all capital equipment orders, unless otherwise agreed to by Bayer. Bayer must approve any payment terms other than net thirty (30) days. In addition to the price for the Goods, you will be responsible for all sales tax, use tax or similar taxes applicable to the sale of the Goods. Applicable taxes will be added to the price charged for the Goods and included on your invoice unless you have a valid resale or tax exemption certificate on file with Bayer.
5. Invoices and Payments. Payment of the full invoice amount, in United States currency, is due in accordance with the payment terms on the Invoice. Standard payment terms, which apply if not otherwise stated on the Invoice, are Net 30 days. Pursuant to UCC § 3-311(c)(1), any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the Bayer Credit Services, PO Box 390, Shawnee Mission, KS 66201.
6. Rights on Failure to Make Payment. In addition to any and all other remedies we may have, we may cancel or suspend deliveries of Goods to you if you fail to make any payment owed to us (whether pursuant to a transaction under these Terms or otherwise) as and when due. Further, if we determine that your financial position is questionable and/or your financial responsibility is or becomes unsatisfactory to us in our sole discretion, we may require that you pay in cash for all deliveries or we may require some form of security acceptable to us in our sole discretion. Past due invoices will accrue a monthly late charge of 1.5% of the outstanding principal amount (or the maximum rate allowed by law) or \$2.00, whichever is greater.
7. Shipment of Goods. All shipments of Goods will be CPT (Incoterms® 2010, Carriage Paid) to the delivery address designated in your Purchase Order, or if not designated in your Purchase Order, to your current delivery address as listed in our records. Unless otherwise agreed to in writing, Bayer will prepay the shipping costs on all orders shipped to you via normal routing and the shipping charges shall appear on your invoice. Bayer will make every reasonable effort to meet shipping dates referenced in your Purchase Order. However, Bayer will not be liable for its failure to meet any such date. Bayer shall have the right to deliver any ordered Products in separate shipments and on different dates. Packaging and packing is in accordance with Bayer's standard practices, unless otherwise stated.
8. Inspection of Goods for Damage or Mis-shipment. You have the right to inspect and reject any shipment of Goods for damage or mis-shipment for a period of 3 business days after delivery. If damage to your Goods is apparent at the time of delivery, you will note the damage when signing the delivery carrier's delivery receipt. If damage is discovered after that time but within 3 business days after delivery (concealed damage), contact the delivery carrier and request an inspection. Failure to inspect shall constitute a waiver of your rights of inspection and shall be equivalent to acceptance of such Product. If after such inspection you reject any such Product shipped pursuant to these Terms, you shall fully specify all claimed defects and non-conformity in a notice of rejection sent to Bayer within fifteen (15) days after receipt of the Product. The failure to specify any defect or non-conformity shall constitute a waiver of that defect or non-conformity.
9. Lost Goods. You will promptly notify us if you have not received an expected shipment of Goods by the expected delivery date. If we determine that your shipment of Goods is lost, at our option, either a credit to your account or re-shipment of Goods will be made promptly upon receipt of your notice.
10. Warranty. Bayer warrants that all new Bayer products are free from defects in workmanship or material under proper, normal use and service for a period of one year (12 months) from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein. Bayer's warranty shall be limited to repair or replacement of any defective disposable product upon receipt of the defective product and a Bayer Return Goods Authorization. You acknowledge that the disposables and the equipment are a system and your actions regarding your equipment may invalidate your warranty on the disposables. During the warranty period, there shall be no charge for any action deemed necessary by Bayer, including parts, travel, or labor to fulfill the terms of the warranty, during local business hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, except Bayer holidays. Your actions may invalidate this warranty. If Bayer determines that an equipment or disposable problem is due to any of the following, you agree to pay Bayer for all labor, travel, material handling and shipping at Bayer's, or Bayer's agents, standard rates:
  - a) Malfunction or damage due to spillage of any type of fluid in or on the unit.
  - b) Malfunction due to operator error, including failing to follow specified provisions of the Operations Manual.
  - c) Malfunction or damage due to unauthorized modification or repair. Unauthorized actions may jeopardize functionality, reliability, or operator and patient safety. Therefore any claim caused by unauthorized modification or repair shall not be covered by this warranty and Bayer is relieved from any further obligation. Bayer must review and authorize all modifications and repairs. This service may be obtained by contacting the Bayer Service Department.
  - d) Malfunction or damage due to the use of non-Bayer or non-approved accessories. The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety. Therefore any claim caused by the use of non-Bayer or non-approved accessories (such as non-Bayer disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by Bayer) shall not be covered by this warranty and Bayer is relieved from any further obligation.
  - e) Damage by fire, floods, or other disaster commonly known as "Acts of God".
11. Warranty Exclusions. EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BAYER IS AWARE OF YOUR INTENDED USE OF THE PRODUCT), AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATION OF BAYER'S PRODUCT OR SERVICE. Some states do not allow the exclusions on limitation of incidental or consequential damages, so the above limitations may not apply. This Limited Warranty gives you specific legal rights and you may also have other rights.
12. Indemnification. Bayer agrees to indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment (including attorneys' fees), arising out of any claim for property damage, or personal injury or death where the product is alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.
13. Force Majeure. Bayer will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war or terrorism, riot, accident, fire, explosion, flood, strike, lockout, labor unrest, injunction, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond Bayer's reasonable control.
14. Compliance With Laws/Export. In addition to any rights and remedies specifically identified here in this Invoice, Bayer shall have all rights and remedies conferred by law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America without regard to conflicts of law principles. You warrant that you are and will remain in compliance with all export and re-export requirements, laws and regulations of the United States of America and any other applicable export and re-export laws and regulations.
15. HIPAA. Bayer represents that it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.
16. Miscellaneous. You may not assign any of your rights or obligations under these Terms or any Purchase Order without our written consent. These Terms, as in effect with respect to any Purchase Order that has been accepted, may not be modified or amended except by a writing signed by you and us.



742304861390

Delivered  
Tuesday 8/21/2018 at 10:06 am

**DELIVERED**

Signed for by: M.MCNEESE

**GET STATUS UPDATES**  
**OBTAIN PROOF OF DELIVERY**

**FROM**  
PITTSBURGH, PA US

**TO**  
AMORY, MS US

**Shipment Facts**

**TRACKING NUMBER**  
742304861390

**SERVICE**  
FedEx Priority Overnight

**SPECIAL HANDLING SECTION**  
Deliver Weekday

**SHIP DATE**  
Mon 8/20/2018

**ACTUAL DELIVERY**  
Tue 8/21/2018 10:06 am

**Travel History**

Local Scan Time

Tuesday, 8/21/2018

10:06 am

AMORY, MS

Delivered



# MIDDLE DISTRICT OF TENNESSEE

## Claims Register

[3:18-bk-05675 Amory Regional Medical Center, Inc.](#)

**Judge:** Charles M Walker

**Chapter:** 11

**Office:** Nashville

**Last Date to file claims:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (6821098)  
BAYER HEALTHCARE LLC  
(ADMINISTRATIVE)  
3930 EDISON LAKES PKWY  
MISHAWAKA IN 46545

**Claim No:** 34  
*Original Filed*  
*Date:* 01/14/2019  
*Original Entered*  
*Date:* 01/14/2019

*Status:*  
*Filed by:* CR  
*Entered by:* Intake1  
*Modified:*

Admin claimed: \$1926.00

*History:*

[Details](#) [34-1](#) 01/14/2019 Claim #34 filed by BAYER HEALTHCARE LLC, Admin claimed: \$1926.00  
(Intake1)

*Description:* (34-1) Goods Sold

*Remarks:*

### Claims Register Summary

**Case Name:** Amory Regional Medical Center, Inc.

**Case Number:** 3:18-bk-05675

**Chapter:** 11

**Date Filed:** 08/24/2018

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	<b>Claimed</b>	<b>Allowed</b>
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>	\$1926.00	