

Fill in this information to identify the case:

Debtor 1 Amory Regional Medical Center, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 18-05675

FILED

JAN 14 2019

U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN**Official Form 410****Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Bayer HealthCare LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>Bayer Corporation; Bayer U.S. LLC</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Bayer HealthCare LLC</u> Name <u>3930 Edison Lakes Parkway</u> Number Street <u>Mishawaka</u> <u>IN</u> <u>46545</u> City State ZIP Code Contact phone <u>574-252-3400</u> Contact email <u>sandra.murphy@bayer.com</u>	Where should payments to the creditor be sent? (if different) <u>Bayer HealthCare LLC</u> Name <u>P.O. Box 360172</u> Number Street <u>Pittsburgh</u> <u>PA</u> <u>15251</u> City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 3 1 6 0

7. How much is the claim? \$ 4,280.00. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Goods Sold

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
- Basis for perfection:** _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ _____
- Annual Interest Rate** (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

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

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/10/2019
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Sandra Murphy
First name Middle name Last name

Title Credit Analyst

Company Bayer Healthcare LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 3930 Edison Lakes Parkway
Number Street

Mishawaka IN 46545
City State ZIP Code

Contact phone 574-252-3400 Email sandra.murphy@bayer.com



CUSTOMER #
103160

DATE
01-04-2019

PAGE
1/1

PLEASE RETURN THIS STATEMENT WITH YOUR CHECK TO THE ADDRESS SHOWN BELOW.

Bayer HealthCare LLC
Please Remit To:

For further information regarding this
Statement of Account, please phone:

Tel:
Fax:
Email:

**Invoice (Duplicate) 6006326915**

Invoice Date: 06/05/2018

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: 01016 / 06/04/2018
Sales Order/Date: 702868750 / 06/04/2018
Delivery No./Date: 114851744 / 06/04/2018
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
	SDS-CTP-SPK	Discount (Value)					512.00- 0.00
		Item level total					428.00
	SDS-CTP-SPK						
	SDS-CTP-SPK	Batch: 8546746 Exp. Date: 05/11/2022					

Total amount in USD 428.00

Ordering via GHX? Bayer now supports electronic invoicing via EDI 810.
Please email RIeorders@bayer.com for more information.

Payment terms: Up to 07/05/2018 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 : 6006326915
Customer No : 103160

Please mention this data in every business correspondence: invoice nr. 6006326915, invoice date 06/05/2018, 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.

**Invoice (Duplicate)****6006374213**

Invoice Date: 06/19/2018

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

References

Payer:	103160	
PO Number/Date:	01190	/ 06/18/2018
Sales Order/Date:	702977940	/ 06/18/2018
Delivery No./Date:	115009824	/ 06/19/2018
Warehouse:	RI Sales	

Ship-To Party 103160

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

Item	Article Code	Description	Qty	Unit	Unit Price	Per	Amount	
				USD				
10	84192961-84192961	KIT,DUAL,STLNT,APOLLO,T-CON,SPK, MC,JA	3	BOX	470.00	1 BOX	1,410.00	
	0313886	Discount (Value)					768.00-	0.00
		Item level total					642.00	
	SDS-CTP-SPK							
	SDS-CTP-SPK	Batch: 8546762 Exp. Date: 05/22/2022						

Total amount in USD**642.00**

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

Please email RI.eorders@bayer.com for more information.**Payment terms:** Up to 07/19/2018 without deduction 30 days due net**Incoterms:** CPT Carriage paid FOB SHIPPING POINT

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Pittsburgh PA 15251-6172

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Please mention this data in every business correspondence: invoice nr. 6006374213, invoice date 06/19/2018, 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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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.

**Invoice (Duplicate)****6006397628**

Invoice Date: 06/26/2018

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:	01277	/ 06/25/2018
Sales Order/Date:	703031793	/ 06/25/2018
Delivery No./Date:	115071680	/ 06/25/2018
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	2	BOX	470.00	1 BOX	940.00
	SDS-CTP-SPK	Discount (Value)					512.00- 0.00
	SDS-CTP-SPK	Item level total					428.00
	SDS-CTP-SPK	Batch: 8546782 Exp. Date: 05/30/2022					

Total amount in USD**428.00**

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

Please email RIeorders@bayer.com for more information.

Payment terms: Up to 07/26/2018 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 : 6006397628
Customer No : 103160

Please mention this data in every business correspondence: invoice nr. 6006397628, invoice date 06/26/2018, 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 our 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.

**Invoice (Duplicate)****6006445669**

Invoice Date: 07/11/2018

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:	01456	/ 07/10/2018
Sales Order/Date:	703145501	/ 07/10/2018
Delivery No./Date:	115221376	/ 07/10/2018
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
		Item level total					428.00	
	SDS-CTP-SPK							
	SDS-CTP-SPK	Batch: 8549195 Exp. Date: 06/14/2022						

Total amount in USD**428.00**

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

Please email RIeorders@bayer.com for more information.**Payment terms:** Up to 08/10/2018 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 : 6006445669
Customer No : 103160

Please mention this data in every business correspondence: invoice nr. 6006445669, invoice date 07/11/2018, 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.

**Invoice (Duplicate)****6006489503**

Invoice Date: 07/24/2018

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

References

Payer:	103160	
PO Number/Date:	01617	/ 07/24/2018
Sales Order/Date:	703236483	/ 07/24/2018
Delivery No./Date:	115354968	/ 07/24/2018
Warehouse:	RI Sales	

Ship-To Party 103160

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

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: 8546784 Exp. Date: 05/29/2022						

Total amount in USD**428.00**

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

Please email RIeorders@bayer.com for more information.**Payment terms:** Up to 08/23/2018 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 : 6006489503
Customer No : 103160

Please mention this data in every business correspondence: invoice nr. 6006489503, invoice date 07/24/2018, 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.

**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

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	

Ship-To Party 103160

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

Item	Article Code	Description	Qty	Unit USD	Unit Price	Per	Amount
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: 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.corders@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.

**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 USD	Unit Price	Per	Amount	
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 RI.orders@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

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.
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 - 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.

**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	
				USD				
10	84192961-84192961 0313886	KIT,DUAL,STLNT,APOLLO,T-CON,SPK, MC,JA Discount (Value) Item level total	2	BOX	470.00	1 BOX	940.00 512.00- 428.00	0.00
	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.eorders@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, 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.

**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

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

Ship-To Party 103160

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

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**

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Please email RI.orders@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, 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.

**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

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

Ship-To Party 103160

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

Item	Article Code	Description	Qty	Unit	Unit Price	Per	Amount
				USD			
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-
		Item level total					214.00
	SDS-CTP-SPK						
	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 RI.eorders@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

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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.
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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.

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: (6821100)
BAYER HEALTHCARE LLC
3930 EDISON LAKES
PARKWAY
MISHAWAKA IN 46545

Claim No: 35
Original Filed
Date: 01/14/2019
Original Entered
Date: 01/14/2019

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

Amount claimed: \$4280.00

History:

[Details](#) [35-1](#) 01/14/2019 Claim #35 filed by BAYER HEALTHCARE LLC, Amount claimed: \$4280.00 (Intake1)

Description: (35-1) 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

Total Amount Claimed*	\$4280.00
Total Amount Allowed*	

*Includes general unsecured claims

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

	Claimed	Allowed
Secured		
Priority		
Administrative		