

Fill in this information to identify the case:

Debtor 1 Batesville Regional Medical Center Inc

Debtor 2 AKA Tri Lakes Medical Center
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 3:18-bk-05676

FILED

SEP 20 2018

**U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN**

Official Form 410

Proof of Claim

12/15

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>Verathon Inc</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> <small>Other names the creditor used with the debtor</small> _____ | |
| 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? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small> | Where should notices to the creditor be sent? <u>Verathon Inc</u> <small>Name</small> <u>20001 North Creek Parkway</u> <small>Number Street</small> <u>Bothell WA 98001</u> <small>City State ZIP Code</small> <small>Contact phone</small> <u>800-331-2313</u> <small>Contact email</small> <u>credit.manager@verathon.com</u> | Where should payments to the creditor be sent? (if different) <u>Verathon Inc</u> <small>Name</small> <u>PO Box 935117</u> <small>Number Street</small> <u>Atlanta GA 31193</u> <small>City State ZIP Code</small> <small>Contact phone</small> <u>800-331-2313</u> <small>Contact email</small> <u>paymyinvoice@verathon.com</u> |
| <small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small> _____ | | |
| 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? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>8</u> <u>5</u> <u>5</u> <u>2</u> |
| 7. How much is the claim? \$ <u>3,190.39</u> | Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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. <u>Goods Sold</u> |
| 9. Is all or part of the claim secured? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> 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: \$ <u>3,190.39</u> Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ <u>3,190.39</u> (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: \$ <u>3,190.39</u> Annual Interest Rate (when case was filed) <u>0.00</u> % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable |
| 10. Is this claim based on a lease? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____ |
| 11. Is this claim subject to a right of setoff? | <input checked="" type="checkbox"/> No <input type="checkbox"/> 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 all that apply:

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 \$2,775* 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 \$12,475*) 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 4/01/16 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 09/17/2018
MM / DD / YYYY


Signature

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

Name K. Hamlett
First name Middle name Last name

Title Credit Collections Specialist

Company Verathon Inc
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 20001 North Creek Parkway
Number Street
Bothell WA 98001
City State ZIP Code

Contact phone 800-331-2313 Email credit.manager@verathon.com

Statement Open Items

Tri Lakes Medical Center - Healthtrust
303 Medical Center Dr
Batesville, MS 38606-8608
United States

Verathon, Inc.
PO Box 935117
Atlanta, GA 31193-5117
United States

9/17/2018

5:58 PM

GFIN/KHAMLETT

DXU

Statement as of 9/17/2018

By Due Date

| Document ID | Date | Open | Current | 30 | 60 | 90 | 120 | Over |
|---------------------|------------|----------|---------|------|------|------|------|----------|
| Transactions in USD | | | | | | | | |
| 9335496 | 12/29/2017 | 3,190.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,190.10 |
| Entity Total | | 3,190.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,190.10 |
| Customer Total | | 3,190.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,190.10 |

Entity ID: DXU



Invoice

Purchase Order

701-C6627761

Remit to:
Verathon, Inc.
PO Box 935117
Atlanta, GA 31193-5117
United States

Invoice #: 935496
Date: 12/29/17
Order Date: 12/28/17
Ship Date: 12/29/17
Ship Via: Ground
Packlist #: 970267

Sales Order #: DSC1815845-000
Customer #: 478552
Terms: Net 30 Days GFT
FOB: Shipper
Due Date*: 1/28/18
*unless otherwise agreed upon in writing

800-331-2313/425-867-1348
425-883-2896 Fax

PLEASE NOTE OUR NEW REMIT TO ADDRESS

Bill To

Tri Lakes Medical Center
Attn: 711 902 Accounting
303 Medical Center Dr
Batesville, MS 38606-8608
United States

Ship To

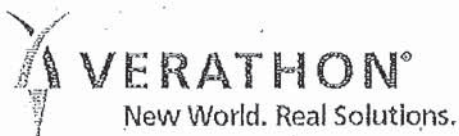
701 Batesville Curae Stores
303 Medical Center Dr
Batesville Regional Medical Center
Batesville, MS 38606-8608
United States

| Part # | Description/Serial Number(s) | Ship Qty | Unit Price | Amount |
|-----------|--|----------|------------|--------------|
| 0270-0663 | GS AVL Video Baton 3-4 Kit AL173772 | 1 | 4,660.10 | 4,660.10 USD |
| 0001-0001 | Freight | 1 | 30.00 | 30.00 USD |
| SALESTAX | | 1 | 0.00 | 0.00 USD |

| | |
|-------------|------------|
| Sub Total | \$4,690.10 |
| Tax | 0.00 |
| Freight | 0.00 |
| Payments | -1,500.00 |
| Grand Total | \$3,190.10 |
| | USD |

PO Number: 701-C6627761
 PO Date: 12/28/2017

| | | | | | | | | |
|--|----------------------------------|---|-------------------------------------|---|---|---|---|--|
| Vendor: PERATHON MEDICAL 20001 NORTH CREEK PKWY BETHLEHEM, PA 18011 Phone: 800-331-2313 Fax: 18662620498 | | Ship To: 701 BATESVILLE CURAE STORES BATESVILLE REGIONAL MEDICAL CENTER 303 MEDICAL CENTER DR BATESVILLE, MS 38606 GLN: Phone: 662-712-2277 Fax: 662-712-2483 | | Bill To: 701 902 CURAE ACCOUNTING BATESVILLE RMC ACCOUNTING 303 MEDICAL CENTER DR BATESVILLE, MS 38606 Phone: 662-563-5611 Fax: | | | | |
| Vendor Code: 620012334 PO Type: PO Status: Draft Customer No: 478552 | | Comment: TYPED PER QUOTE 00075196 | | Composed By: AMANDA COOK Terms: NATIONAL VENDORS NET 30 FOB: DESTINATION Delivery Date: 01/04/2018 Tax ID Number: 81-4067929 | | | | |
| Line 0270-0663 FREIGHT | Vendor Catalog Unknown | Order Quantity 1 | Item Number [non-catalog] | Description GS AVL VIDEO BATON 3-4 KIT | Charge Dept. Sub-Ledger 7011160061 | Price Discount \$ 4,660.10 | Tax Amount Sub-Project \$ 0.00 | Ext. Price w/o Tax \$ 4,660.10 |
| Sub Total: \$4,690.10 | | Tax Total: | | Purchase Order Total: \$4,690.10 | | | | |
| Signature(s): | | | | | | | | |



GlideScope Proposal

To: Tri Lakes Medical Center
Attn: 711 902 Accounting 303 Medical Center Dr
Batesville, MS 38608-8608
Name: Amanda Cook
Phone: (662) 712-2277
Email: amanda.cook@curaehealth.org

Account Number 478552
Contract HPG-7376
Quote Number 00075196
Created Date 10/18/2017
Expiration Date 11/30/2017

To prevent delays, please do ensure the PO matches this quotation and includes the quotation number when ordering.

Please Email or Fax Purchase Order to:
Greg Lloyd
greg.lloyd@verathon.com
Phone: (901) 530-0547
Fax: (866) 589-2320

| Quantity | Product | Product Code | Sales Price | Total Price |
|-----------------------|----------------------------|--------------|--------------|--------------|
| 1.00 | GS AVL Video Baton 3-4 Kit | 0270-0663 | USD 4,660.10 | USD 4,660.10 |
| Subtotal | | | | USD 4,660.10 |
| Sales Price | | | | USD 4,660.10 |
| Shipping and Handling | | | | USD 30.00 |
| Grand Total | | | | USD 4,690.10 |



www.Verathon.com

If applicable, taxes will be included on your invoice. Please do not pay from quote.

Verathon Medical Corporate Headquarters
20001 North Creek Parkway
Bothell WA, 98011

TID

1155



September 18, 2018

Dear Customer:

The following is the proof-of-delivery for tracking number **746973907375**.

Delivery Information:

| | | | |
|--------------------------|---------------------------|---------------------------|---|
| Status: | Delivered | Delivery location: | 303 MEDICAL CENTER DR Batesville, MS 38606 |
| Signed for by: | COOK | Delivery date: | Jan 4, 2018 12:34 |
| Service type: | FedEx Ground | | |
| Special Handling: | Direct Signature Required | | |

C. COOK
#12, 12:30, 6 Del, 0 NonDel

Shipping Information:

| | | | |
|-------------------------|--------------|-------------------|----------------|
| Tracking number: | 746973907375 | Ship date: | Dec 29, 2017 |
| | | Weight: | 6.0 lbs/2.7 kg |

Recipient:
RCV/PO#701-C6627761
701 Batesville Curae Stores
303 Medical Center Dr
Batesville Regional Medical Center
Batesville, MS 386068608 US

Reference
Purchase order number:
Invoice number

Shipper:
BILL JOHNSON
VERATHON HQ
20001 northcreek pkwy
BOTHELL, WA 98011 US

DSC1815845-000
701-C6627761
970267

Thank you for choosing FedEx.



TERMS AND CONDITIONS OF SALE

All quotations, products, and services provided by Verathon Inc. ("Verathon") or its representatives to its customer, distributor, original equipment manufacturer, end-user, or other purchaser ("Buyer") are furnished only on the terms and conditions stated herein (collectively, "Terms"). By ordering and accepting delivery of products and/or services ("Products") from Verathon, Buyer agrees to and accepts these terms and conditions and agrees that, unless modified by separate negotiated agreement as provided below, these terms and conditions, together with the item, quantity, price, and similar terms as set out in Verathon's written quotation, order acknowledgment, and/or invoice, constitute the entire agreement between Verathon and Buyer ("Agreement"), superseding all other communications and documentation. Verathon hereby expressly rejects any different or additional terms or provisions, preprinted or otherwise, contained or referenced in any purchase order or other documentation furnished by Buyer, whether before or after delivery of products or services, even if receipt thereof is acknowledged by signature or otherwise, and Verathon shall not be required to separately object thereto.

QUOTATIONS & PRICES: Quotations are valid only for the period stated therein, and may be changed or withdrawn at any time prior to written acceptance. Quotations to non-U.S. Buyers are solicitations or inquiries for offers to purchase. Clerical or typographical errors are subject to correction. Quoted prices and delivery dates are subject to receipt of prior orders, and are valid only for the quantities, terms and payment schedule specified. Unless otherwise specifically agreed by Verathon in a separate written agreement or quotation, all prices are subject to change at any time without notice. Prices exclude, and Buyer is responsible for payment of, any sales, use, excise, value added, goods and services, customs, documentary, import/export, or similar tax, tariff, fee, or duty now or later imposed upon the production, storage, sale, transportation, or use of the Products, all of which, if paid or provided by Verathon, will be invoiced to and paid by Buyer in addition to the product price unless, in the case of taxes, Buyer provides an exemption certificate acceptable to the applicable taxing authority. Buyer acknowledges its responsibility for reporting the dollar value of any discounts or price reductions in any costs claimed or charges made to Medicare, Medicaid, and any other U.S. or foreign federal, state, or local program providing reimbursement to Buyer.

ORDERS & ACCEPTANCE: Orders must be presented in writing or via electronic means acceptable to Verathon and will be considered accepted only by written or electronic order acknowledgment or shipment of the products ordered. Verathon reserves the right, at its option and without liability, to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders from all sources exceed its inventory or ability to deliver. Where orders are placed, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed "in writing" and "signed," and any printout of electronic transmissions maintained in the ordinary course of business will be considered an "original" and admissible as between the parties to the same extent and under the same conditions as other business records maintained in documentary form. Verathon shall be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to and do so to accept the terms and conditions herein.

CHANGE & CANCELLATION: Changes requested by Buyer after order acceptance must be submitted in writing and are subject to written acceptance by an authorized representative of Verathon. Costs and/or delays resulting from such changes will be solely determined by Verathon and binding on Buyer. Provided that Verathon receives adequate written notice, Buyer may cancel or suspend performance of any order for Verathon-standard products for convenience, subject to payment of reasonable cancellation charges as determined by Verathon, which may include, without limitation, special tooling, work-in-progress, handling and storage, and other incidental costs. Verathon's performance is subject to approval of Buyer's credit, and Verathon, with reasonable cause, may cancel or suspend performance of any order if Buyer fails to meet any of its obligations herein.

SHIPMENT, INSPECTION, AND RISK OF LOSS: Verathon will endeavor to deliver accepted orders promptly; it is understood, however, that dates indicated for delivery or performance represent best current estimates only and Verathon will have no liability for failure to perform within such dates. Unless otherwise agreed in Verathon's written order acknowledgement, all domestic shipments will be FCA origin and International orders will be EX Works (in each case per Incoterms 2010). Title and risk of loss will pass to Buyer when Products are delivered to carrier (subject to Verathon's rights as an unpaid creditor) and, if not previously accepted, receipt of delivery by or on behalf of Buyer will constitute acceptance of these Terms. Buyer is responsible for all freight, shipping, handling, and insurance costs and any such amounts prepaid by Verathon will be invoiced to and paid by Buyer. Buyer must inspect all Products upon arrival and provide written notice, within 5 business days, of any claim for shortage or other nonconformance. If Buyer fails to give timely notice, all Products will be deemed to conform to the order and deemed accepted. Use or resale of Products in any manner by Buyer or any of its employees, officers,

directors, agents, representatives, contractors, licensees, or affiliates ("Representatives") after delivery without Verathon's express written consent will also constitute acceptance. Any claim for loss or damage in transit should be made directly to the delivering freight carrier and/or insurance provider and will not affect Buyer's liability to pay the full invoice price to Verathon.

PAYMENT: For customers without approved payment terms, all orders require payment prior to shipment by COD, letter of credit, or other payment method approved by Verathon, unless otherwise specified in Verathon's written quotation or acknowledgement. Verathon's standard payment terms are Net 30, subject to credit approval. Payment terms, if any, require Verathon's written approval and are measured from date of invoice. Deposits or stage payments, if any, are non-refundable; no discount for early payment is authorized without Verathon's written consent. Visa, MasterCard, Discover and American Express are accepted. If deemed necessary by Verathon, partial shipments will be made and Buyer will be invoiced for each partial shipment. Payment terms will not be affected by any delay in delivery, installation or acceptance; provided, however, that if shipment of Products is delayed due to Buyer's acts or omissions, payment will be due on the scheduled shipment date, and the Products will be stored at Buyer's expense and risk for the duration of such delay. Notwithstanding credit approval, Verathon reserves the right to modify payment terms if, in its sole opinion, the payment record or financial condition of Buyer warrants. If Buyer is delinquent in any payment due, Verathon in its discretion may exercise any and all available remedies hereunder or at law, including set off, and may institute credit hold procedures on all open orders. Future orders will not be confirmed until Buyer's account is brought current, including any outstanding interest charges. A service charge of 1.5% per month may be charged on all past due balances. Verathon reserves a purchase money security interest in the Products and any accounts receivable, general intangibles, or proceeds arising from the sale, license, or disposition of the Products, until the entire amount due Verathon under this Agreement has been paid in full. If Buyer defaults and this account is turned over to an agency and/or attorney for collection, Buyer will pay all reasonable attorney fees and/or the cost of collection whether or not suit is filed.

THIRTY (30) DAY RETURN POLICY: Buyer may return the Products for a full refund at any time during the first thirty (30) days following the date of invoice. Returned Products must be unused, in the same condition as when shipped by Supplier, and in their original packaging. No Product may be returned if the seal or package integrity has been compromised or if the Product has not been used, handled or stored in accordance with all applicable Product instructions and documentation. After 30 days, all sales are final. The Products must be returned freight prepaid to the address below and must reference a return authorization (RMA) number issued by Verathon. The RMA number is valid for 30 days from issuance and must appear on all shipping documents and related correspondence. After 30 days, all sales are final. Return to: **Customer Care Department, Verathon Inc., 20001 North Creek Parkway, Bothell, WA 98011 USA Phone: 1.800.331.2313.** Supplier will inspect returned Products and issue any applicable credits based on the condition of the Products and the terms of this policy.

LIMITED WARRANTY: Verathon products and Software are warranted in accordance with the applicable limited warranty set out below ("Warranty"). The Warranty is effective only upon payment in full for the item(s) to be warranted, extends only to Buyer, and may not be transferred to third parties by operation of law or otherwise. The Warranty may be altered or terminated by Verathon in whole or in part for future sales at any time, without prior notice. No employee, agent, dealer, reseller, or other person is authorized to modify, vary, or extend the Warranty or to assume for Verathon any other liability in connection with its Products.

Verathon Products: Each Product manufactured by Verathon is warranted to be free from defects in material and workmanship under normal use and service. The warranty period is controlled by the



TERMS AND CONDITIONS OF SALE

documents furnished with each Product and begins on the date of shipment. This Warranty does not cover consumables.

Verathon Software: Verathon warrants that the media on which all Verathon software is furnished will be free from defects in materials and workmanship and the Software, when properly installed, will operate substantially in accordance with Verathon's published functional specifications at time of sale, in each case under normal use in accordance with Product instructions, for one (1) year from date of invoice. Verathon does not warrant that the operation of the Software will be uninterrupted or error free. Buyer is responsible for providing and maintaining current back-ups and industry standard, updated, virus protection and firewall programs for its systems and data.

Third party Products: Products and Software not manufactured by Verathon are warranted only by the original manufacturer and only if and to the extent set forth in the original manufacturer's warranty. Verathon will not be liable for any damage or loss of any nature with respect to such third party products or failure of any such supplier to perform under its warranty.

Limited Remedy: Any breach of the foregoing warranties must be reported prior to expiration of the applicable warranty period, and Buyer's exclusive remedy and Verathon's entire liability for breach of the foregoing warranties will be repair or replacement, at Verathon's option, of the non-conforming Product or part or, if neither is in Verathon's opinion commercially feasible, refund of an amortized portion of the purchase price paid for the Product. Any replacement of Products or software may be made by substitution of similar or upgraded Products having the same or similar functionality. To obtain warranty service, Buyer must obtain from Verathon a return authorization number and send the Product with a description of the issue to Verathon at the following address: **Customer Care Department, Verathon Inc., 20001 North Creek Parkway, Bothell, WA 98011 USA Phone: 1.800.331.2313.** For repairs covered by Warranty, the Product will be returned to Buyer at Verathon's expense. For Verathon Software, Verathon will provide software support, updates and upgrades for the duration of the Warranty period during normal working hours or at an additional charge outside normal working hours. Verathon will not provide support or upgrades for Software not representing the then-current or most recent upgrade for the Product to be serviced. If Verathon determines that an exclusion from coverage applies (see **Exclusions** below), or for service after expiration of the Warranty period, Verathon will provide an estimate of repair costs and obtain authorization before commencing the work. Following non-warranty repair, the Product will be returned to the Buyer, and Buyer will be billed for the repair and return transportation charges.

Exclusions: Verathon's Warranty does not cover defects or problems caused by Buyer's acts (or failure to act), the acts of others, or events beyond Verathon's reasonable control. Without limiting the foregoing, any warranty claim, support claim, or liability is excluded, and Buyer shall be solely responsible, for any problem, failure, malfunction, defect, claim, damage, liability, or safety issue arising out of (1) accident, theft, misuse, abuse, extraordinary wear and tear, or neglect, including without limitation damage in transit or storage, improper or inadequate handling, storage, care, or maintenance; (2) misapplication, improper use, or other failure to follow Verathon's product instructions and safety precautions, including without limitation use or storage of Products outside of normal or specified operating or environmental conditions or specifications, or in a manner not authorized in the applicable Product documentation; (3) use of Products in conjunction with, physically installed on, or as a component of non-Verathon equipment, hardware, software, components, services, accessories, attachments, interfaces, or consumables, other than those supplied or specified by Verathon; (4) Products that have been repaired or maintained by anyone other than a Verathon authorized service provider; (5) computer viruses, failure of electrical power, and other changes to the operating system or environment that adversely affect the Product, including without limitation acts of God, electrical power surges, or other causes external to the Products; or (6) latent defects discovered after expiration of the applicable warranty period. Modification, disassembly, rewiring, re-engineering, recalibration, and/or reprogramming of products other than as specifically authorized by Verathon in writing is prohibited and will void all warranties.

Under the ScanPoint™ Total Reliability PlanSM and the GlideScope® Total Customer Care Premium WarrantySM a Buyer-owned BladderScan® Volume Instrument (6000 Series) or GlideScope® Instrument will be replaced if it is rendered inoperable as a result of an accidental drop or

mishandling after payment by Buyer of the current deductible as determined by Verathon. Please refer to your ScanPoint™ license agreement for additional terms and conditions for the ScanPoint™ product. The deductible charge will be applied on each warranty request and may be applied an unlimited number of times per instrument. Devices dropped multiple times are included. This warranty does not apply if the Product has been damaged due to, or as the result of, service or modification by anyone other than an authorized Verathon service center. Verathon will not replace an instrument that has been accidentally dropped or mishandled without payment of the deductible by Buyer.

Certain Legal Limitations: The foregoing warranties give Buyers specific legal rights which may vary based on local law. When, under applicable law, implied warranties are not allowed to be excluded in their entirety, such warranties will be limited to the duration of the applicable written warranty and, for European customers, any terms herein limiting Verathon's liability shall not apply insofar as they conflict with mandatory statutory provisions of the Product Liability Act.

TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING LIMITED WARRANTIES AND REMEDIES ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS, OR CONDITIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

PRODUCT SPECIFICATIONS AND VALIDATION: All products, when delivered by Verathon, will conform to specifications as set out in Verathon technical files; however, Buyer is responsible for validation of each specific product application and any use of products as a component of, physically installed on, or in conjunction with any products not provided by Verathon for such purpose, including all necessary testing and qualification, and will put in place all necessary protections to ensure that any failure or defect relating to products will not result in any other or further liability, damage, or safety issues. Any description, sample, or model is for identification or illustrative purposes only and does not constitute a warranty of any sort. Verathon's responsibility shall not include any further liability for or arising out of any non-Verathon products in which or with which Verathon's products may be installed, combined, or used. Verathon reserves the right to discontinue or change the design or specifications of its products at any time, and will use commercially reasonable efforts to notify Buyer of any decision to discontinue products or any material change in specifications affecting form, fit or function.

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LIMITATION OF LIABILITY: No claims, regardless of form, arising out of the Products or transactions to which these Terms apply may be brought by Buyer more than 2 years after the cause of action arises or performance is completed or terminated, whichever is earlier. With respect to bodily injury liability to third parties, each party will be responsible in such proportion as reflects its relative fault for damages arising from or related to the use or operation of Verathon's products; provided, however, that Verathon will have no responsibility whatsoever and, unless prohibited by applicable law, Buyer will defend and hold harmless Verathon from and against, any losses, liabilities, damages or injuries arising out of (1) the handling, storage, installation, operation, service, or use of any product in violation of these Terms, (2) any non-Verathon or custom design, manufacture, or installation of products pursuant to Buyer's requirements, specifications or designs.

This Section states each party's entire liability for bodily injury. **IN NO EVENT WILL VERATHON BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION LOSS OF DATA, HOWEVER CAUSED, WHETHER OR NOT FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND VERATHON'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR PAYABLE FOR THE APPLICABLE PURCHASE ORDER. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR EUROPEAN CUSTOMERS, THE FOREGOING SHALL BE MODIFIED SOLELY AS REQUIRED UNDER THE PRODUCT LIABILITY ACT, IT BEING AGREED THAT CLAIMS OVER AND ABOVE THOSE UNDER THE PRODUCT LIABILITY ACT WILL NOT BE MADE BY BUYER AGAINST VERATHON, AS MANUFACTURER, UNDER ANY THEORY OF LIABILITY, INCLUDING BY MEANS OF INDEMNIFICATION OBLIGATIONS.**

Buyer acknowledges that these limitations of liability are a material part of the bargain between the parties and are reflected in product pricing, which would be higher without these limitations.

MANUALS: User manuals will be provided with each Product. Service and maintenance manuals are not generally available and will not be provided to Buyer.

EXCUSABLE DELAYS: Verathon will not be liable for non-performance or delay in performance when such delay is directly or indirectly caused by or in any manner arises from events beyond its reasonable control, including without limitation delay or failure to deliver by Verathon's suppliers, fires, floods, accidents, riots, war, governmental action or embargoes, strikes, or shortages of materials or labor, or other causes (whether or not similar to those specified) beyond its control. For delays resulting from such causes, time for performance will be correspondingly extended, and Verathon agrees to make, and Buyer will accept, delivery or performance at a reasonable time after the causes for delay or non-performance have been removed.

ASSIGNMENT: This order is not assignable without Verathon's prior written consent. This Agreement is binding upon and enforceable against any successor or permitted assignee.

GOVERNING LAW: Except where expressly prohibited by statutory or constitutional restrictions governing choice of law by a political subdivision, agency, or instrumentality, these Terms, all transactions to which they may apply, and any disputes arising out of Products supplied hereunder will be governed by the laws of the state of Washington and the United States of America, excluding any conflict of law provisions thereof. The United Nations Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any applicable international discovery and service of process conventions will be inapplicable.

WAIVER, SEVERABILITY: The failure of Verathon to enforce any provision of this Agreement will not constitute a waiver of that provision. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, then that provision will be amended to achieve as nearly as possible the same economic and practical effect as the original provision and the remaining provisions of this Agreement will not be affected.

CREDIT REPORT AUTHORIZATION: Buyer consents to Verathon's use of a consumer credit report to evaluate the credit worthiness of Buyer in connection with the extension of credit as contemplated by this Agreement.

MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:18-bk-05676 Batesville Regional Medical Center Inc.](#)

Judge: Charles M Walker

Chapter: 11

Office: Nashville

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (6743841)

Claim No: 2

Status:

VERATHON INC

Original Filed

Filed by: CR

20001 NORTH CREEK

Date: 09/20/2018

Entered by: Intake1

PARKWAY

Original Entered

Modified:

BOTHELL WA 98001

Date: 09/20/2018

Amount claimed: \$3190.39

History:

[Details](#) [2-1](#) 09/20/2018 Claim #2 filed by VERATHON INC, Amount claimed: \$3190.39 (Intake1)

Description: (2-1) Goods Sold

Remarks:

Claims Register Summary

Case Name: Batesville Regional Medical Center Inc.

Case Number: 3:18-bk-05676

Chapter: 11

Date Filed: 08/24/2018

Total Number Of Claims: 1

| | |
|------------------------------|-----------|
| Total Amount Claimed* | \$3190.39 |
| 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 | | |