Debtor 1	Batesville Regional Medical Center Inc.
Debtor 2 (Spouse, if filin	9)
	s Bankruptcy Court for the: Middle District of Tennessee
United State	s bankruptcy court for the. Iviiddle District of Termessee

# 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.

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

L	art 2: Give Informatio	n 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: 5 7 6 7
7.	How much is the claim?	\$ Does this amount include interest or other charges?
		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:
	z	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
	lease:	Yes. Amount necessary to cure any default as of the date of the petition. \$
11	. Is this claim subject to a	☑ No
	right of setoff?	☐ Yes. Identify the property:

12. Is all or part of the claim entitled to priority under	☑ No					
11 U.S.C. § 507(a)?	☐ Yes. Check	one:		Amount entitled to priority		
A claim may be partly priority and partly		c support obligations (including alimony and child sup $\mathbb{C}. \S 507(a)(1)(A)$ or $(a)(1)(B)$ .	port) under	\$		
nonpriority. For example, in some categories, the law limits the amount entitled to priority.		,850* of deposits toward purchase, lease, or rental of , family, or household use. 11 U.S.C. § 507(a)(7).	property or services for	\$		
	bankrupt	salaries, or commissions (up to \$12,850*) earned with cy petition is filed or the debtor's business ends, whice c. § 507(a)(4).	nin 180 days before the chever is earlier.	\$		
	☐ Taxes or	penalties owed to governmental units. 11 U.S.C. § 5	07(a)(8).	\$		
	☐ Contribu	tions to an employee benefit plan. 11 U.S.C. § 507(a)	(5).	\$		
	Other. S	pecify subsection of 11 U.S.C. § 507(a)() that appli	es.	\$		
	* Amounts a	re subject to adjustment on 4/01/19 and every 3 years after the	nat for cases begun on or aft	er the date of adjustment.		
	W1-42-00-1					
Part 3: Sign Below						
The person completing	Check the approp	priate box:				
this proof of claim must sign and date it.	☑ I am the cre	ditor				
FRBP 9011(b).		ditor's attorney or authorized agent.				
If you file this claim	12-21	stee, or the debtor, or their authorized agent. Bankrup	tcy Rule 3004.			
electronically, FRBP	am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.					
5005(a)(2) authorizes courts to establish local rules	The state of the s					
specifying what a signature is.	I understand that	an authorized signature on this <i>Proof of Claim</i> served im, the creditor gave the debtor credit for any payme	s as an acknowledgment	that when calculating the		
A person who files a	amount of the cia	init, the creditor gave the debtor credit for any payme	nto received toward the d			
fraudulent claim could be fined up to \$500,000, imprisoned for up to 5	I have examined and correct.	the information in this Proof of Claim and have a reas	sonable belief that the infe	ormation is true		
years, or both. 18 U.S.C. §§ 152, 157, and	I declare under p	enalty of perjury that the foregoing is true and correct				
3571.	Executed on date	01/10/2019				
	^	MM / DD / YYYY				
	¥	1.				
		n Mr				
	Signature					
		of the person who is completing and signing this	claim:			
		0				
	Name	Sandra Murphy First name Middle name	Last name			
	Title	Credit Analyst	VINUES 1/2911711			
	Company	Bayer Healthcare LLC				
	Company	Identify the corporate servicer as the company if the author	rized agent is a servicer.			
	Address	3930 Edison Lakes Parkway				
	Address	Number Street				
		Mishawaka	IN 46545			
		City	State ZIP Code			
	Contact phone	574-252-3400	Email sandra.murph	y@bayer.com		
	and the second control of the second control					

# Bayer HealthCare

ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr BATESVILLE MS 38606-8608 UNITED STATES OF AMERICA



CUSTOMER # 165767

DATE 01-04-2019

PAGE 1/1

Account statement as of 08-24-2018

PLEASE RETURN	V THIS STATEMEN	T WITH YOUR CHEC	K TO THE A	DDRESS SHOWN BEL	OW
TRANSACTION	INV. NO.	CUSTOMER REFEI			DUE DATE
DATE	eran ar a vegatele e en		<b>以下的</b> 的方式		
06-07-2018	6006335247	00374		608.54	07-07-2018
07-10-2018	6006441045	00421		608.54	08-09-2018
07-10-2018	6006441046	00499		1,169.87	08-09-2018
07-10-2018	6006441047	00541	å	257.06	08-09-2018
07-26-2018	6006495910	00633		608.71	08-25-2018
08-10-2018	6006547456	00721		608.54	09-09-2018
08-20-2018	6006578621	00762		608.54	09-19-2018
5		Balance 08-2	4-2018:	4,469.80	
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					a
			was un		
-					
	HealthCare LLC		0.0	For further information r	
Plea	se Remit To:			Statement of Account, p	lease phone:
P.O. BOX 36	0172 PA 15251-617	12	Tel:		
Licobbargii	20202 011		Fax: Email:		
Case 3:18-b	k-05676 Claim	n 18-1 Filed 01/:		esc Main Document	Page 4 of 2



6006335247

Invoice Date: 06/07/2018

ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

For information please contact

Phone

+1 800 633 7231

Customer 165767

ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

Ship-To Party 165767

ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608 References

 Payer:
 165767

 PO Number/Date:
 00374

 Sales Order/Date:
 702888852

 Delivery No./Date:
 114885913

 Warehouse:
 RI Sales

/ 06/06/2018 / 06/06/2018 / 06/06/2018

Item Mater	Article Code	Description	Qty	Unit USD	Unit Price	Per	Amount	
10	84192961-84192961 SDS-CTP-SPK	[2] [2] [2] [2] [2] [2] [2] [2] [2] [2]	2	BOX	470.00	1 BOX	940.00 354.40- <b>585.60</b>	0.00
	SDS-CTP-SPK SDS-CTP-SPK	Batch: 8546753 Exp. Date: 05/12/2022						
Shippii	ng and Handling		-				22.94	

#### Total amount in USD

608.54

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

Please email RLeorders@bayer.com for more information.

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

Incoterms: CPT Carriage paid BATESVILLE

PLEASE REMIT TO:

Bayer HealthCare P.O. Box: 360172 Pittsburgh PA 15251-6172 Invoice No : 6006335247 Customer No : 165767

Please mention this data in every business correspondence: invoice nr. 6006335247, invoice date 06/07/2018, customer nr. 165767

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 swith 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.



6006441045

Invoice Date: 07/10/2018

ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

For information please contact

Phon

+1 800 633 7231

Customer 165767 ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr

303 Medical Center Dr Batesville MS 38606-8608

Ship-To Party 165767 ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608 References

 Payer:
 165767

 PO Number/Date:
 00421

 Sales Order/Date:
 702951246

 Delivery No./Date:
 115206920

 Warehouse:
 RI Sales

/ 06/14/2018 / 06/14/2018 / 07/09/2018

Item Materi	Article Code al	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)					354.40-	0.00
		Item level total					585.60	
	SDS-CTP-SPK							
	SDS-CTP-SPK	Batch: 8549263 Exp. Date: 06/12/2022						
Shippin	g and Handling						22.94	

#### Total amount in USD

608.54

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

Please email RLeorders@bayer.com for more information.

Payment terms: Up to 08/09/2018 without deduction 30 days due net

Incoterms: CPT Carriage paid BATESVILLE

PLEASE REMIT TO:

Bayer HealthCare P.O. Box: 360172 Pittsburgh PA 15251-6172 Invoice No : 6006441045 Customer No : 165767

Please mention this data in every business correspondence: invoice nr. 6006441045, invoice date 07/10/2018, customer nr. 165767

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.



6006441046

Invoice Date: 07/10/2018

ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

For information please contact

Phone

+1 800 633 7231

Customer 165767

ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

Ship-To Party 165767

ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608 References

Warehouse:

Payer: PO Number/Date: Sales Order/Date: Delivery No./Date: 165767 00499 703055186

115206921 RI Sales / 06/27/2018 / 06/27/2018 / 07/09/2018

Item Mater	Article Code ial	Description	Qty	Unit USD	Unit Price	Per	Amount	
10	60729202-60729202 SVTS	CT-SWABBABLE VALVE TRANSFER SET, SVTS Discount (Value) Item level total	1	BOX	412.50	1 BOX	412.50 164.50- <b>248.00</b>	0.00
	SVTS							
	SVTS	Batch: 8408280 Exp. Date: 05/14/2023						
20	84192961-84192961	KIT, DUAL, STLNT, APOLLO, T-CON, SPK, MC, JA	3	BOX	470.00	1 BOX	1,410.00	
	SDS-CTP-SPK	Discount (Value)					531,60-	0.00
		Item level total					878.40	
	SDS-CTP-SPK							
	SDS-CTP-SPK	Batch: 8549263 Exp. Date: 06/12/2022						
Shinni	ng and Handling	11/24/00 - 1/20/0					43.47	

#### Total amount in USD

1,169.87

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

Please email RLeorders@bayer.com for more information.

Payment terms: Up to 08/09/2018 without deduction 30 days due net

Incoterms: CPT Carriage paid BATESVILLE

PLEASE REMIT TO:

Bayer HealthCare P.O. Box: 360172 Pittsburgh PA 15251-6172 Invoice No : 6006441046 Customer No : 165767

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.

  Case 3:18-bk-05676 Claim 18-1 Filed 01/14/19 Desc Main Document Page 10 of



Invoice (Duplicate)
Invoice Date: 07/10/2018

6006441046

Please mention this data in every business correspondence: invoice nr. 6006441046, invoice date 07/10/2018, customer nr. 165767

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.

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- 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
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- 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.
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6006441047

Invoice Date: 07/10/2018

ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

For information please contact

Phone

+1 800 633 7231

Customer 165767 ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

Ship-To Party 165767 ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608 References

Payer: 165767
PO Number/Date: 00541
Sales Order/Date: 703096339
Delivery No./Date: 115206922
Warehouse: RI Sales

/ 07/05/2018 / 07/05/2018 / 07/09/2018

Item Materi	Article Code ial	Description	Qty	Unit USD	Unit Price	Per	Amount	
10	60729202-60729202 SVTS	CT - SWABBABLE VALVE TRANSFER SET, SVTS Discount (Value) Item level total	1	вох	412.50	1 BOX	412.50 164.50- <b>248.00</b>	0.00
	SVTS							
	SVTS	Batch: 8408280 Exp. Date: 05/14/2023						
Shippin	ng and Handling						9.06	

#### Total amount in USD

257.06

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

Please email RLeorders@bayer.com for more information.

Payment terms: Up to 08/09/2018 without deduction 30 days due net

Incoterms: CPT Carriage paid BATESVILLE

PLEASE REMIT TO:

Bayer HealthCare P.O. Box: 360172 Pittsburgh PA 15251-6172 Invoice No : 6006441047 Customer No : 165767

Please mention this data in every business correspondence: invoice nr. 6006441047, invoice date 07/10/2018, customer nr. 165767

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- 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.



6006495910

Invoice Date: 07/26/2018

ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

For information please contact

Phone

+1 800 633 7231

Customer 165767 ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

Ship-To Party 165767 ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608 References

 Payer:
 165767

 PO Number/Date:
 00633

 Sales Order/Date:
 703272432

 Delivery No./Date:
 115367741

 Warehouse:
 RI Sales

/ 07/25/2018 / 07/25/2018 / 07/25/2018

Item Materi	Article Code ial	Description	Qty	Unit USD	Unit Price	Per	Amount	
10	84192961-84192961 SDS-CTP-SPK	KIT,DUAL,STLNT,APOLLO,T-CON,SPK, MC,JA Discount (Value) Item level total	2	вох	470.00	1 BOX	940.00 354.40- <b>585.60</b>	0.00
	SDS-CTP-SPK SDS-CTP-SPK	Batch: 8546626 Exp. Date: 06/24/2022	X					
Shinnir	ng and Handling			-			23.11	-

#### Total amount in USD

608.71

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

Please email RLeorders@bayer.com for more information.

Payment terms: Up to 08/25/2018 without deduction 30 days due net

Incoterms: CPT Carriage paid BATESVILLE

PLEASE REMIT TO:

Bayer HealthCare P.O. Box: 360172 Pittsburgh PA 15251-6172 Invoice No : 6006495910 Customer No : 165767

Please mention this data in every business correspondence: invoice nr. 6006495910, invoice date 07/26/2018, customer nr. 165767

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.
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- 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
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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.

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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, 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.



6006547456

Invoice Date: 08/10/2018

ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

For information please contact

Phone

+1 800 633 7231

Customer 165767 ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

Ship-To Party 165767 ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608 References

 Payer:
 165767

 PO Number/Date:
 00721

 Sales Order/Date:
 703396191

 Delivery No./Date:
 115499156

 Warehouse:
 RI Sales

/ 08/09/2018 / 08/09/2018 / 08/09/2018

Item Materi	Article Code al	Description	Qty	Unit USD	Unit Price	Per	Amount	
10	84192961-84192961 SDS-CTP-SPK	KIT,DUAL,STLNT,APOLLO,T-CON,SPK, MC,JA Discount (Value) Item level total	2	BOX	470.00	1 BOX	940.00 354.40- <b>585.60</b>	0.00
	SDS-CTP-SPK SDS-CTP-SPK	Batch: 8546622 Exp. Date: 07/11/2022						
Shippir	ng and Handling						22.94	

#### Total amount in USD

608.54

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

Please email RL.corders@bayer.com for more information.

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

Incoterms: CPT Carriage paid BATESVILLE

PLEASE REMIT TO:

Bayer HealthCare P.O. Box: 360172 Pittsburgh PA 15251-6172 Invoice No : 6006547456 Customer No : 165767

Please mention this data in every business correspondence: invoice nr. 6006547456, invoice date 08/10/2018, customer nr. 165767

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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- 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.



6006578621

Invoice Date: 08/20/2018

ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

For information please contact

Phone

+1 800 633 7231

Customer 165767 ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608

Ship-To Party 165767 ALLIANCE HEALTH PARTNERS LLC dba TRI-LAKES MEDICAL CENTER 303 Medical Center Dr Batesville MS 38606-8608 References

Payer: 165767
PO Number/Date: 00762
Sales Order/Date: 703445202
Delivery No./Date: 115565907
Warehouse: RI Sales

/ 08/17/2018 / 08/17/2018 / 08/17/2018

Item Materi	Article Code	Description	Qty	Unit USD	Unit Price	Per	Amount	
10	84192961-84192961 SDS-CTP-SPK	KIT,DUAL,STLNT,APOLLO,T-CON,SPK, MC,JA Discount (Value) Item level total	2	BOX	470.00	1 BOX	940.00 354.40- <b>585.60</b>	0.00
	SDS-CTP-SPK SDS-CTP-SPK	Batch: 8547403 Exp. Date: 07/19/2022						
Shippin	ng and Handling						22.94	

#### Total amount in USD

608.54

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

Payment terms: Up to 09/19/2018 without deduction 30 days due net

Incoterms: CPT Carriage paid BATESVILLE

PLEASE REMIT TO:

Bayer HealthCare P.O. Box: 360172 Pittsburgh PA 15251-6172 Invoice No : 6006578621 Customer No : 165767

Please mention this data in every business correspondence: invoice nr. 6006578621, invoice date 08/20/2018, customer nr. 165767

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 swith 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(e)(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.
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# 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: (6821122) Claim No: 18 Status:

BAYER HEALTHCARE LLC Original Filed Filed by: CR
3930 EDISON LAKES Date: 01/14/2019 Entered by: Intake1
PARKWAY Original Entered Modified:

MICHAWAI Original Emerca Modified

Amount claimed: \$4469.80

History:

Details 18-1 01/14/2019 Claim #18 filed by BAYER HEALTHCARE LLC, Amount claimed: \$4469.80

(Intake1)

Description: (18-1) 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*	\$4469.80
<b>Total Amount Allowed*</b>	

<sup>\*</sup>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		