Debtor 1	Clarksdale Regional Medical Center Inc.	
Debtor 2 (Spouse, if filing		
United States	Bankruptcy Court for the: Middle District of Tennessee	

# 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.

1.	Who is the current creditor?	Bayer HealthCare Name of the current creditor Other names the creditor	tor (the person or e		aim) ion; Bayer U.S. LLC										
2.	Has this claim been acquired from someone else?	☑ No			N. N. S.										
3.	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notice	s to the credito	r be sent?	Where should paymedifferent)	ents to the credit	or be sent? (if								
		Bayer HealthCare LLC  Name  3930 Edison Lakes Parkway			Bayer HealthCare LLC  Name P.O. Box 360172										
										Number Street	The Book		Number Street		
										Mishawaka	IN	46545	Pittsburgh	PA	15251
			Contact phone 574-25  Contact email sandra		ziP Code yer.com	City  Contact phone  Contact email	State								
				Uniform claim identifier fo	r electronic payme	nts in chapter 13 (if you ເ	use one):	_							
		Does this claim amend one already filed?	☑ No ☐ Yes. Claim number	er on court claim	s registry (if known) _		Filed on	DD / YYYY							
•	Do you know if anyone else has filed a proof of claim for this claim?	☑ No ☐ Yes. Who made t	he earlier filing?												

Ē	Part 2: Give Inform	ation About the Claim as of the Date the Case Was Filed
6.	Do you have any nun you use to identify th debtor?	
7.	How much is the clai	n? \$
8.	What is the basis of t 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 clasecured?	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:
10	). Is this claim based of lease?	n a ☑ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$
11	. Is this claim subject right of setoff?	to a ☑ No ☐ Yes. Identify the property:

Case 3:18-bk-05678 Official Form 410 Filed 01/14/19 Proof of Claim Claim 17-1

p							
12. Is all or part of the claim	☑ No						
entitled to priority under 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 support. § 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 I, family, or household use. 11 U.S.C. § 507(a)(7).	property or services for	\$			
	bankrup	salaries, or commissions (up to \$12,850*) earned with toy petition is filed or the debtor's business ends, whic C. § 507(a)(4).	\$				
	☐ Taxes or	r penalties owed to governmental units. 11 U.S.C. § 56	07(a)(8).	\$			
	☐ Contribu	\$					
	Other. S	pecify subsection of 11 U.S.C. § 507(a)() that applie	es.	\$			
	* Amounts a	re subject to adjustment on 4/01/19 and every 3 years after the	at for cases begun on or aft	ter the date of adjustment.			
Part 3: Sign Below							
The person completing this proof of claim must	Check the appro	priate box:					
sign and date it.	☑ I am the cre	ditor.					
FRBP 9011(b).	☐ I am the creditor's attorney or authorized agent.						
If you file this claim		stee, or the debtor, or their authorized agent. Bankrup					
electronically, FRBP 5005(a)(2) authorizes courts	I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.						
to establish local rules							
specifying what a signature is.	I understand that	an authorized signature on this Proof of Claim serves aim, the creditor gave the debtor credit for any paymen	s as an acknowledgment of the desired toward the desired the desired toward the desired t	that when calculating the lebt.			
A person who files a							
fraudulent claim could be fined up to \$500,000,	I have examined and correct.	the information in this <i>Proof of Claim</i> and have a reas	sonable belief that the inf	ormation is true			
imprisoned for up to 5 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						
	A	MM / DD / YYYY					
	y	1.					
	da	n Mn					
	Signature		191 <u>515-3147</u> 3				
	Print the name	of the person who is completing and signing this	claim:				
	12410766	Sandra Murphy					
	Name	First name Middle name	Last name				
	Title	Credit Analyst					
	Company	Bayer Healthcare LLC					
	***************************************	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	ny@bayer.com			
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# Bayer HealthCare

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr CLARKSDALE MS 38614-7202 UNITED STATES OF AMERICA



CUSTOMER # 3990831

DATE 01-04-2019

PAGE 1/1

Account statement as of 08-24-2018

PLEASE RETUR		T WITH YOUR CHECK TO	THE AD	DRESS SHOWN BEL	WC
TRANSACTION	INV. NO.	CUSTOMER REFERENCE	E NO.	AMOUNT	DUE DATE
DATE	程度73.个通线程度 1.1.4	The second of the second of the	CREWE ST	ACCUMENT OF MARKET PARTY.	ing a sign of the first
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05-21-2018	6006277100	749-6729663		1,377.60	06-20-2018
07-02-2018	6006418662	749-6754354		918.40	08-01-2018
07-03-2018	6006423200	749-6762413		918.40	08-02-2018
07-13-2018	23142744	20180713		1,996.00-	07-13-2018
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Bayer	HealthCare LLC ase Remit To:		F	or further information re tatement of Account, p	egarding this
			- 51	atement of Account, p	lease phone.
P.O. BOX 36 Pittsburgh	50172 PA 15251-617	AFRED 104 U. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	el: ex:		



# Debit Memo (Duplicate) 6006219323

Invoice Date: 05/03/2018

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202

For information please contact

Phone

+1 800 633 7231

Customer 3990831

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202

References

Payer: PO Number/Date: Sales Order/Date: 3990831 749-6611067 70262562

/ 05/03/2018

Ship-To Party 3990831

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202

"This debit memo replaces the balance owed on invoice 6005813106, which has been fully credited on credit memo 60897248. Please pay the amount found on this document as it is your new balance due for this purchase order."

Item Mater	Article Code	Description	Qty	Unit USD	Unit Price	Per	Amount	
10	60729369-60729369 SDS-CTP-SCS	CT-STELLANT DUAL SYR KIT, T-CON, SCS Discount (Value) Item level total	10	BOX	499.00	1 BOX	4,990.00 2,694.00- <b>2,296.00</b>	0.00
	SDS-CTP-SCS							
Shippi	ng and Handling				7015		114.70	

#### Total amount in USD

2,410.70

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

Please email RI.eorders@bayer.com for more information.

Payment terms: Up to 06/02/2018 without deduction 30 days due net

Incoterms: CPT Carriage paid FOB SHIPPING POINT

PLEASE REMIT TO:

Bayer HealthCare P.O. Box: 360172 Pittsburgh PA 15251-6172 Invoice No : 6006219323 Customer No : 3990831

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
- 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-05678 Claim 17-1 Filed 01/14/19 Desc Main Document



# Debit Memo (Duplicate) 6006219323 Invoice Date: 05/03/2018

Please mention this data in every business correspondence: invoice nr. 6006219323, invoice date 05/03/2018, customer nr. 3990831

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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- 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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- 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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- 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.
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- e) Damage by fire, floods, or other disaster commonly known as "Acts of God".

  11. Warranty Exclusions. EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BAYER IS AWARE OF YOUR INTENDED USE OF THE PRODUCT), AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATION OF BAYER'S PRODUCT OR SERVICE. Some states do not allow the exclusions on limitation of incidental or consequential damages, so the above limitations may not apply. This Limited Warranty gives you specific legal rights and you may also have other rights.
- 12. Indemnification. Bayer agrees to indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment (including attorneys' fees), arising out of any claim for property damage, or personal injury or death where the product is alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.
- 13. Force Majeure. Bayer will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war or terrorism, riot, accident, fire, explosion, flood, strike, lockout, labor unrest, injunction, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond Bayer's reasonable control.
- 14. Compliance With Laws/Export. In addition to any rights and remedies specifically identified here in this Invoice, Bayer shall have all rights and remedies conferred by law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America without regard to conflicts of law principles. You warrant that you are and will remain in compliance with all export and re-export requirements, laws and regulations of the United States of America and any other applicable export and re-export laws and regulations.
- 15. HIPAA. Bayer represents that it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential. 16. Miscellaneous. You may not assign any of your rights or obligations under these Terms or any Purchase Order without our written consent. These Terms, as in effect with respect to any Purchase Order that has been accepted, may not be modified or amended except by a writing signed by you and us.



**Invoice (Duplicate)** 

6006277100

Invoice Date: 05/21/2018

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202

For information please contact

Phone

+1 800 633 7231

**Customer 3990831** 

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202

Ship-To Party 3990831

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202 References

Payer: PO Number/Date: Sales Order/Date: Delivery No./Date: Warehouse: 3990831 749-6729663 702758040 114699564 RI Sales

/ 05/18/2018 / 05/18/2018 / 05/18/2018

Item Mater	Article Code ial	Description	Qty	Unit USD	Unit Price	Per	Amount	
10	60729369-60729369 SDS-CTP-SCS	CT-STELLANT DUAL SYR KIT, T-CON, SCS Discount (Value) Item level total	6	BOX	499.00	1 BOX	2,994.00 1,616.40- <b>1,377.60</b>	0.00
	SDS-CTP-SCS SDS-CTP-SCS	Batch: 8544034 Exp. Date: 04/25/2022						

#### Total amount in USD

1,377.60

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

Please email RI.eorders@bayer.com for more information.

Payment terms: Up to 06/20/2018 without deduction 30 days due net

Incoterms: CPT Carriage paid FOB SHIPPING POINT

PLEASE REMIT TO:

Bayer HealthCare P.O. Box: 360172 Pittsburgh PA 15251-6172 Invoice No : 6006277100 Customer No : 3990831

Please mention this data in every business correspondence: invoice nr. 6006277100, invoice date 05/21/2018, customer nr. 3990831

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

- 1. General Application. These Terms and Conditions ("Terms") govern your order and purchase of merchandise or goods ("Goods") from Bayer ("we" or "us"). Each order and purchase of Goods will be deemed subject only to these Terms and the terms for quantity, price and delivery contained in your Purchase Order for Goods that has been accepted by us. These Terms will control over any conflicting terms contained in any Purchase Order except as you and we otherwise expressly agree in writing. We can accept or reject any Purchase Order in our sole discretion.
- 2. Modifications. The prices and terms on this Invoice are not subject to verbal changes or other agreements unless approved in writing by Bayer.
- 3. Acceptance. Bayer's products are sold only under the terms and conditions stated. Acceptance of any Purchase Order is expressly and exclusively made conditional on your assent to these terms and conditions. Any different or additional terms and conditions of any prior or subsequent Purchase Order or any other document sent by you, shall have no effect. Bayer expressly objects to and rejects all inconsistent or additional terms, conditions and limitations contained on any of your forms or other writings. If you do not communicate your objection to these terms and conditions in writing and within a reasonable time, or if you accept the goods covered by this Invoice, you will be deemed to have accepted these terms and conditions and they will control in all instances.
- 4. Pricing. The pricing for products on this Invoice may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates, or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any product listed as \$0.00 on this Invoice may constitute a discount that you should evaluate when filing such reports. You may request additional information from Bayer in order to meet your reporting or disclosure obligations, by writing to the address set forth in this Invoice. All payments are due net thirty (30) days on the total invoiced amount. For all new customers Bayer requires a thirty percent (30%) pre-payment for all capital equipment orders, unless otherwise agreed to by Bayer. Bayer must approve any payment terms other than net thirty (30) days. In addition to the price for the Goods, you will be responsible for all sales tax, use tax or similar taxes applicable to the sale of the Goods. Applicable taxes will be added to the price charged for the Goods and included on your invoice unless you have a valid resale or tax exemption certificate on file with Bayer.
- 5. Invoices and Payments. Payment of the full invoice amount, in United States currency, is due in accordance with the payment terms on the Invoice. Standard payment terms, which apply if not otherwise stated on the Invoice, are Net 30 days. Pursuant to UCC § 3-311(c)(1), any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the Bayer Credit Services, PO Box 390, Shawnee Mission, KS 66201.
- 6. Rights on Failure to Make Payment. In addition to any and all other remedies we may have, we may cancel or suspend deliveries of Goods to you if you fail to make any payment owed to us (whether pursuant to a transaction under these Terms or otherwise) as and when due. Further, if we determine that your financial position is questionable and/or your financial responsibility is or becomes unsatisfactory to us in our sole discretion, we may require that you pay in cash for all deliveries or we may require some form of security acceptable to us in our sole discretion. Past due invoices will accrue a monthly late charge of 1.5% of the outstanding principal amount (or the maximum rate allowed by law) or \$2.00, whichever is greater.
- 7. Shipment of Goods. All shipments of Goods will be CPT (Incoterms® 2010, Carriage Paid) to the delivery address designated in your Purchase Order, or if not designated in your Purchase Order, to your current delivery address as listed in our records. Unless otherwise agreed to in writing, Bayer will prepay the shipping costs on all orders shipped to you via normal routing and the shipping charges shall appear on your invoice. Bayer will make every reasonable effort to meet shipping dates referenced in your Purchase Order. However, Bayer will not be liable for its failure to meet any such date. Bayer shall have the right to deliver any ordered Products in separate shipments and on different dates. Packaging and packing is in accordance with Bayer's standard practices, unless otherwise stated.
- 8. Inspection of Goods for Damage or Mis-shipment. You have the right to inspect and reject any shipment of Goods for damage or mis-shipment for a period of 3 business days after delivery. If damage to your Goods is apparent at the time of delivery, you will note the damage when signing the delivery carrier's delivery receipt. If damage is discovered after that time but within 3 business days after delivery (concealed damage), contact the delivery carrier and request an inspection. Failure to inspect shall constitute a waiver of your rights of inspection and shall be equivalent to acceptance of such Product. If after such inspection you reject any such Product shipped pursuant to these Terms, you shall fully specify all claimed defects and non-conformity in a notice of rejection sent to Bayer within fifteen (15) days after receipt of the Product. The failure to specify any defect or non-conformity shall constitute a waiver of that defect or non-conformity.
- 9. Lost Goods. You will promptly notify us if you have not received an expected shipment of Goods by the expected delivery date. If we determine that your shipment of Goods is lost, at our option, either a credit to your account or re-shipment of Goods will be made promptly upon receipt of your notice.
- 10. Warranty. Bayer warrants that all new Bayer products are free from defects in workmanship or material under proper, normal use and service for a period of one year (12 months) from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein.
- Bayer's warranty shall be limited to repair or replacement of any defective disposable product upon receipt of the defective product and a Bayer Return Goods Authorization. You acknowledge that the disposables and the equipment are a system and your actions regarding your equipment may invalidate your warranty on the disposables. During the warranty period, there shall be no charge for any action deemed necessary by Bayer, including parts, travel, or labor to fulfill the terms of the warranty, during local business hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, except Bayer holidays.

Your actions may invalidate this warranty. If Bayer determines that an equipment or disposable problem is due to any of the following, you agree to pay Bayer for all labor, travel, material handling and shipping at Bayer's, or Bayer's agents, standard rates:

- a) Malfunction or damage due to spillage of any type of fluid in or on the unit.
- b) Malfunction due to operator error, including failing to follow specified provisions of the Operations Manual.
- c) Malfunction or damage due to unauthorized modification or repair. Unauthorized actions may jeopardize functionality, reliability, or operator and patient safety. Therefore any claim caused by unauthorized modification or repair shall not be covered by this warranty and Bayer is relieved from any further obligation. Bayer must review and authorize all modifications and repairs. This service may be obtained by contacting the Bayer Service Department.
- d) Malfunction or damage due to the use of non-Bayer or non-approved accessories. The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety. Therefore any claim caused by the use of non-Bayer or non-approved accessories (such as non-Bayer disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by Bayer) shall not be covered by this warranty and Bayer is relieved from any further obligation.
- e) Damage by fire, floods, or other disaster commonly known as "Acts of God"
- 11. Warranty Exclusions. EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BAYER IS AWARE OF YOUR INTENDED USE OF THE PRODUCT), AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATION OF BAYER'S PRODUCT OR SERVICE. Some states do not allow the exclusions on limitation of incidental or consequential damages, so the above limitations may not apply. This Limited Warranty gives you specific legal rights and you may also have other rights.
- 12. Indemnification. Bayer agrees to indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment (including attorneys' fees), arising out of any claim for property damage, or personal injury or death where the product is alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.
- 13. Force Majeure. Bayer will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war or terrorism, riot, accident, fire, explosion, flood, strike, lockout, labor unrest, injunction, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond Bayer's reasonable control.
- 14. Compliance With Laws/Export. In addition to any rights and remedies specifically identified here in this Invoice, Bayer shall have all rights and remedies conferred by law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America without regard to conflicts of law principles. You warrant that you are and will remain in compliance with all export and re-export requirements, laws and regulations of the United States of America and any other applicable export and re-export laws and regulations.
- 15. HIPAA. Bayer represents that it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.

  16. Miscellaneous. You may not assign any of your rights or obligations under these Terms or any Purchase Order without our written consent. These Terms, as in effect with respect to any Purchase Order that has been accepted, may not be modified or amended except by a writing signed by you and us.



**Invoice (Duplicate)** 

6006418662

Invoice Date: 07/02/2018

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202

For information please contact

Phone

+1 800 633 7231

**Customer 3990831** 

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202

Ship-To Party 3990831

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202 References

Payer: PO Number/Date: Sales Order/Date: Delivery No./Date: Warehouse: 3990831 749-6754354 703061713 115133432 RI Sales

/ 07/02/2018 / 07/02/2018 / 07/02/2018

Item Materia	Article Code I	Description	Qty	Unit USD	Unit Price	Per	Amount	
5.3	60729369-60729369 SDS-CTP-SCS	CT - STELLANT DUAL SYR KIT, T-CON, SCS Discount (Value) Item level total	4	BOX	499.00	1 BOX	1,996.00 1,077.60- <b>918.40</b>	0.00
	SDS-CTP-SCS SDS-CTP-SCS	Batch: 8548118 Exp. Date: 06/10/2022						

#### Total amount in USD

918.40

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

Please email RI.eorders@bayer.com for more information.

Payment terms: Up to 08/01/2018 without deduction 30 days due net

Incoterms: FCA Free carrier FOB SHIPPING POINT

PLEASE REMIT TO:

Bayer HealthCare P.O. Box: 360172 Pittsburgh PA 15251-6172 Invoice No : 6006418662 Customer No : 3990831

Please mention this data in every business correspondence: invoice nr. 6006418662, invoice date 07/02/2018, customer nr. 3990831

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 "ue"). 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 not 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 limitations 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.
- consequential damages, so the above limitations may not apply. This Limited Warranty gives you specific legal rights and you may also have other rights.

  12. Indemnification. Bayer agrees to indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment (including attorneys' fees), arising out of any claim for property damage, or personal injury or death where the product is alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.
- 13. Force Majeure. Bayer will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war or terrorism, riot, accident, fire, explosion, flood, strike, lockout, labor unrest, injunction, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond Bayer's reasonable control.
- 14. Compliance With Laws/Export. In addition to any rights and remedies specifically identified here in this Invoice, Bayer shall have all rights and remedies conferred by law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America without regard to conflicts of law principles. You warrant that you are and will remain in compliance with all export and re-export requirements, laws and regulations of the United States of America and any other applicable export and re-export laws and regulations.
- 15. HIPAA. Bayer represents that it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.

  16. Miscellaneous. You may not assign any of your rights or obligations under these Terms or any Purchase Order without our written consent. These Terms, as in effect with respect to any Purchase Order that has been accepted, may not be modified or amended except by a writing signed by you and us.



**Invoice (Duplicate)** 

6006423200

Invoice Date: 07/03/2018

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202

For information please contact

Phone

+1 800 633 7231

Customer 3990831

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202

Ship-To Party 3990831

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202 References

Payer: PO Number/Date: Sales Order/Date: Delivery No./Date: Warehouse: 3990831 749-6762413 703086696 115142096 RI Sales

/ 07/02/2018 / 07/02/2018 / 07/02/2018

Item Materia	Article Code	Description	Qty	Unit USD	Unit Price	Per	Amount	
10	60729369-60729369 SDS-CTP-SCS	CT-STELLANT DUAL SYR KIT, T-CON, SCS Discount (Value) Item level total	4		499.00	1 BOX	1,996.00 1,077.60- <b>918.40</b>	0.00
	SDS-CTP-SCS SDS-CTP-SCS	Batch: 8548118 Exp. Date: 06/10/2022						

#### Total amount in USD

918.40

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

Please email RLeorders@bayer.com for more information.

Payment terms: Up to 08/02/2018 without deduction 30 days due net

Incoterms: CPT Carriage paid FOB SHIPPING POINT

PLEASE REMIT TO:

Bayer HealthCare P.O. Box: 360172 Pittsburgh PA 15251-6172 Invoice No : 6006423200 Customer No : 3990831

Please mention this data in every business correspondence: invoice nr. 6006423200, invoice date 07/03/2018, customer nr. 3990831

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- 1. General Application. These Terms and Conditions ("Terms") govern your order and purchase of merchandise or goods ("Goods") from Bayer ("we" or "us"). Each order and purchase of Goods will be deemed subject only to these Terms and the terms for quantity, price and delivery contained in your Purchase Order for Goods that has been accepted by us. These Terms will control over any conflicting terms contained in any Purchase Order except as you and we otherwise expressly agree in writing. We can accept or reject any Purchase Order in our sole discretion.
- 2. Modifications. The prices and terms on this Invoice are not subject to verbal changes or other agreements unless approved in writing by Bayer.
- 3. Acceptance. Bayer's products are sold only under the terms and conditions stated. Acceptance of any Purchase Order is expressly and exclusively made conditional on your assent to these terms and conditions. Any different or additional terms and conditions of any prior or subsequent Purchase Order or any other document sent by you, shall have no effect. Bayer expressly objects to and rejects all inconsistent or additional terms, conditions and limitations contained on any of your forms or other writings. If you do not communicate your objection to these terms and conditions in writing and within a reasonable time, or if you accept the goods covered by this Invoice, you will be deemed to have accepted these terms and conditions and they will control in all instances.
- 4. Pricing. The pricing for products on this Invoice may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates, or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any product listed as \$0.00 on this Invoice may constitute a discount that you should evaluate when filing such reports. You may request additional information from Bayer in order to meet your reporting or disclosure obligations, by writing to the address set forth in this Invoice. All payments are due net thirty (30) days on the total invoiced amount. For all new customers Bayer requires a thirty percent (30%) pre-payment for all capital equipment orders, unless otherwise agreed to by Bayer. Bayer must approve any payment terms other than net thirty (30) days. In addition to the price for the Goods, you will be responsible for all sales tax, use tax or similar taxes applicable to the sale of the Goods. Applicable taxes will be added to the price charged for the Goods and included on your invoice unless you have a valid resale or tax exemption certificate on file with Bayer.
- 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.



# Credit Memo (Duplicate) 6040326920

Invoice Date: 05/03/2018

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202

For information please contact

Phone

+1 800 633 7231

**Customer 3990831** 

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202

Ship-To Party 3990831

Clarksdale Regional Medical Center Northwest Mississippi Medical Ctr 1970 Hospital Dr Clarksdale MS 38614-7202 References

Payer: PO Number/Date: Sales Order/Date: 3990831 749-6690577

60893311

/ 05/03/2018

"This credit memo fully negates the balance due for invoice 6006086642. The corrected balance due to Bayer for this purchase order is issued on debit memo 70265482."

Item Materi	Article Code ial	Description	Qty	Unit USD	Unit Price	Per	Amount
10	60729369-60729369 SDS-CTP-SCS	CT - STELLANT DUAL SYR KIT, T-CON, SCS	4	BOX	499.00	1 BOX	1,996.00

#### Total amount in USD

1,996.00

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

Please email RLeorders@bayer.com for more information.

Payment terms:

Incoterms: FCA Free carrier Pittsburgh

PLEASE REMIT TO:

Bayer HealthCare P.O. Box: 360172 Pittsburgh PA 15251-6172 Invoice No : 6040326920 Customer No : 3990831

Please mention this data in every business correspondence: invoice nr. 6040326920, invoice date 05/03/2018, customer nr.

3990831

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.
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- 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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- 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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- 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.

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# MIDDLE DISTRICT OF TENNESSEE Claims Register

## 3:18-bk-05678 Clarksdale Regional Medical Center Inc.

**Judge:** Charles M Walker **Chapter:** 11

Office: Nashville Last Date to file claims:

Trustee: Last Date to file (Govt):

Creditor: (6821148) Claim No: 17 Status:

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

MISHAWAKA IN 46545 Date: 01/14/2019

Amount claimed: \$3629.10

History:

Details 17-1 01/14/2019 Claim #17 filed by BAYER HEALTHCARE LLC, Amount claimed: \$3629.10

(Intake1)

Description: (17-1) Goods Sold

Remarks:

## **Claims Register Summary**

Case Name: Clarksdale Regional Medical Center Inc.

Case Number: 3:18-bk-05678

Chapter: 11

Date Filed: 08/24/2018 Total Number Of Claims: 1

Total Amount Claimed*	\$3629.10
<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		