## HERNANDO COUNTY VENDOR QUOTE SHEET

NOTE: ALL PURCHASES SHALL BE MADE IN ACCORDANCE WITH HERNANDO COUNTY PURCHASING ORDIANCE AND POLICIES AND PROCEDURES OF GOODS AND SERVICES.

VENDOR'S NAME	VENDOR'S NAME A) Life-Assist		st	B) Infusystem Inc		C) Eitan Medical		D)	
ITEM DESCRIPTION	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
AP416-01 MICROBORE	120	7.75	930.00	224.00/box	896.00/4	9.00	1,080.00		
INFUSION SET				of 30 sets	boxes (120				
					sets)				
AP433-01 INFUSION SET	480	7.75	3720.00	154/box	3,696.00	7.64	3,667.20		
					for 24				
					boxes (480				
					sets)				
Communication Cable	4	67.95	271.80	64.00	256.00	70.00	280.00		
EMS carry bag	34	38.95	1,324.30	54.00	1,836.00	65.00	2,210.00		
FasTest PM Kit	2	149.50	299.00	144.00	288.00	150.00	300.00		
Sapphire M. T Infusion Pump	34	1,599.00	54,366.00	1,600.00	54,400.00	1,950.00	66,300.00		
Kit									
USB to 4 Port RS232 Adapter	1	159.95	159.95	154.00	154.00	175.00	175.00		
FREIGHT \$									
DELIVERY LEAD TIME:									
GRAND TOTAL \$			61,071.05		61,526.00		74,012.20		

CONFIRMING PURCHASE ORDER:	☐ YES	
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#### PROCUREMENT METHOD:

- DIRECT SOLICITATION \$2,500.00 purchase or less, only one verbal quote required.
- REQUEST FOR QUOTE Over \$2,501, but less than \$35,000, three or more written quotes required.
- BLANKET PO- Non-Contractual up to \$10,000 or Contractual up to \$35,000
- COMPETATIVE/SEALED BID In excess of \$35,000 purchase, multiple vendors are invited, a minimum of two or more sealed bids are required.
- REQUEST FOR PROPOSAL: In excess of \$35,000 purchase, multiple vendors invited to propose; two or more written proposals are required.
- SINGLE SOURCE The one source among others in a competitive marketplace that for justifiable reason has predominant qualifications for selection. (Attach -Small Purchase Memo)
- SOLE SOURCE The one and only source regardless of the marketplace, possessing a unique and singularly available purpose. (Attach Sole Source Memo)
- COOPERATIVE PURCHASE A purchase made under another governmental agency's contract that was obtained using competitive bidding procedures. AGENCY/#
- EMERGENCY PURCHASE A purchase made due to possible health, life, welfare, or safety

threat to staff or citizens.

INSURANCE- Required if work being performed for the County (Service or Construction)

FUNDING-Grants, loans, FDOT, Federal or other funding part of this requirement.

RECOMMEND AWARD TO: Life - Assist

SIGNATURE

		Past Performance	□ New Product
This award is based on "Best Value" to HERNANDO COUNTY, using the following		] Budget Requirements	☐ Quantity Discount
Criteria SAVINGS:		Location and Service Reputation	☐ High vs. Low on Current Bid
Lowest Purchase Price	☐ Negotiation	] Quality Offered	□ Other
Skill and Experience	☐ Previous Price \$	Delivery Requirements	
Capacity to Perform	□ New Vendor	☐ Local Vendor Preference -5% or 3% Additional Cost \$_	
AWARD MADE TO: Life - Assist	purchasing signature: <i>To</i> .	nya Parker-Rimes #	DATE: Life - Assist
Form 1 Vendor Quote Sheet (Created 6/1/11) (Revised: 7/24/13)		PRINT FORM CLEAR F	ORM

# REQUEST FOR QUOTE

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

## PURCHASING & CONTRACTS DEPARTMENT

352-754-4020, FAX 352-754-4199 15470 Flight Path Dr.,

**BROOKSVILLE 34604** 

THIS IS NOT AN ORDER

Quotation No: O100612 Project Name: MT Pumps

Requesting Department: HCFES

Date: \_\_July 11, 2022

Name: Hernando County Fire & Emergency Services

Address: 15470 Flight Path Drive Brooksville, Fl. 34604

Contact Person: Barbara Carter-Lansaw

Telephone: 352-754-4829

Quote Due Date: July 14, 2022

Illegible Quotes risk opportunity for award. See reverse side for Terms, Conditions applicable to any Orders resulting

from this Quotation.

	Quotation	··			
ITEM	QUAN	DESCRIPTION	PART NO.	Unit PRICE	EXTENDED PRICE
	120	AP416-01 MICROBORE INFUSION SET	12003-000-0012	\$7.75	\$930.00
	480	AP433-01 INFUSION SET	12000-000-0044	\$7.75	<u>\$3,720.00</u>
	4	Communication Cable	05020-110-0213	\$67.95	<u>\$271.80</u>
	34	EMS carry bag	200513- 1480N4-A	\$38.95	<u>\$1,324.30</u>
	2	FasTest PM Kit	16024-000-0002	\$149.50	<u>\$299.00</u>
	34	Sapphire M.T Infusion Pump Kit	17000-028-0072	\$1599.00	\$54,366.00
	1	USB to 4 Port RS232 Adapter	15077-000-0001	\$159.95	<u>\$159.95</u>
		ETA SUBJECT TO MFG AVAILABILITY			
411.0		TOTAL COST			<u>\$61,071.05</u>

All Quotes shall be FOB Destination

Delivery Date or Start of Work: ETA SUBJECT TO MFG

Create a continuation sheet if necessary.

It is hereby certified and affirmed that the bidder will accept any awards made to him as a result of this quotation.

The award may be all or partial being in the best interest of Hernando County.

Quote validity is 60 days unless noted otherwise.

Form 11 Quote Form Created: 12/30/11 Revised: 10/22/16 (tg) Contact Person Submitting Quote: Walt Anderson

Firm Name: Life-Assist, Inc.

Address: 11277 Sunrise Park Dr. City: Rancho Cordova State: CA Zip: 95742

Telephone/Fax No: 800-824-6016 Email: walt.anderson@life-assist.com Date 7/14/2022

PRINT/TYPE NAME: Walt Anderson

TITLE: Pricing Specialist SIGNATURE:  $\underline{\mathcal{L}}$ 

Form 11 Quote Form Created: 12/30/11 Revised: 10/22/16 (tg)

#### PURCHASE ORDER TERMS AND CONDITIONS

#### **GENERAL**

The condition of this order <u>may not</u> be changed by vendor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a vendor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

#### QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the vendor's risk and expense.

#### QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The vendor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the vendor under this contract. The vendor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the vendor. The vendor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

#### **PACKING**

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

#### DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F. O. B. shipping point. VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be effected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the vendor, Hernando County may procure the articles or services covered by this order from other sources and hold the vendor responsible for any excess occasioned thereby.

#### MATERIAL SAFETY DATA SHEET

The vendor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

#### **OSHA REQUIREMENT**

The vendor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

#### LEGALLY AUTHORIZED WORKFORCE

VENDOR represents and warrants that VENDOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. VENDOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at <a href="https://www.hernandocounty.us/pur/">www.hernandocounty.us/pur/</a>.

#### INSURANCE

Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless limits have been lowered) and with insurers and under forms of policies satisfactory to COUNTY.

#### Coverage

(a) Worker's Compensation Employer's Liability

## (b) Commercial General Liability (County must be listed as additional Insured and must contain a Waiver of Subrogation)

(c) Automobile Liability
Option of Split Limits: (1.) Bodily Injury
(2.) Property Damage

Minimum Amounts and Limits

Statutory requirements at location of work

\$100,000 each accident \$100,000 by employee \$500,000 policy limit

\$2,000,000 General Aggregate

\$2,000,000 Products-Comp. Ops Agg.

\$1,000,000 Each Occurrence

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$1,000,000 Combined Single Limit (owned, hired and non-owned)

\$1,000,000 Per Person or \$1,000,000 Per Accident

\$1,000,000



**Quote No: Q100612** 

Quotation

Customer No: 34604FD

Quote Date: 7/13/2022

Expiration Date: 8/14/2022

FOB Destination - We Pay FREIGHT!

Ship To: Hernando County Fire & Emergency Services

Brooksville, FL 34604

Pay Terms: Net 30

**FOB:** Destination

Contact: Barbara Carter-Lansaw, Accounting Clerk III

Phone: 352-754-4829

Fax:

eMail: blansaw@hernandocounty.us

Prepared By: Walt Anderson, Pricing Specialist

	Quantity	Item Number	Description	Unit Price	Extension
1	120 ea	IV416	Sapphire Half Set	7.75	930.00
2	480 ea	IV43301	Sapphire IV Set, w/ 1 Needless Y-Site, 113"	7.75	3,720.00
3	4 ea	IP16353	Sapphire Communication Cable	67.95	271.80
4	34 ea	IP1480EMS	EMS Carry Bag for Sapphire Infusion Pump w/ Charging Access	38.95	1,324.30
5	2 ea	IP16024	Sapphire Fastest Kit, 30 devices	149.50	299.00
6	34 ea	IP16365	Sapphire Multi-Therapy Infusion Device	1,599.00	54,366.00
7	1 ea	IP16361	Sapphire USB to 4-Port RS232 Adapter	159.95	159.95

Note: Amended Est. Sales Tax

Sub Total:

61,071.05

Freight:

0.00

Est. Sales Tax:

0.00

Total:

61,071.05

 $\label{thm:please submit a Prescription Item\ Ordering\ Authorization\ Form\ with\ your\ Order.$ 

Thank you for the opportunity to quote the above item(s).



# REQUEST FOR QUOTE

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

THIS IS

NOT

PURCHASIN
G &
CONTRACTS
DEPARTME
NT

AN ORDER

352-754-4020, FAX 352-754-4199

15470 Flight Path Dr., BROOKSVILLE 34604

Quotation No: \_\_\_\_\_

Project Name: MT Pumps

Requesting Department: HCFES

Name: Hernando County Fire & Emergency Services

Address: 15470 Flight Path Drive
Brooksville, Fl. 34604

Date: \_\_July 11, 2022

Contact Person: Barbara Carter-Lansaw Telephone: 352-754-4829

Quote Due Date: July 14, 2022

Illegible Quotes risk opportunity for award. See reverse side for Terms, Conditions applicable to any Orders resulting from this Quotation.

ITEM	QUAN	DESCRIPTION	PART NO.	Unit PRICE	EXTENDED PRICE
	120	AP416-01 MICROBORE INFUSION SET	12003-000-0012	\$224/box of 30 sets	\$896 for 4 boxes (120
	480	AP433-01 INFUSION SET	12000-000-0044	\$154/box	<b>total sets)</b> \$3,696 for 24 boxes (480
	4	Communication Cable	05020-110-0213	\$64 each	total sets) \$256 for 4
	34	EMS carry bag	200513- 1480N5-A	\$54 each	\$1,836.00 for 34
	2	FasTest PM Kit	16024-000-0002	\$144 each	\$288 for 2
	34	Sapphire M.T Infusion Pump Kit	17000-028-0072	\$1,600 each	\$54,400 for 34 (Includes One Year
	1	USB to 4 Port RS232 Adapter	15077-000-0001	\$154 each	Warranty) \$154 for 1
		ETA _When Needed  TOTAL COST			\$61,526.00
Il Quotes shall be FOB Destination Delivery Date or Start of Work: When					

Needed

Create a continuation sheet if necessary.

It is hereby certified and affirmed that the bidder will accept any awards made to him as a result of this quotation.

The award may be all or partial being in the best interest of Hernando County.

Quote validity is 60 days unless noted otherwise.

Contact Person Submitting Quote: _Brandie Hill		
Firm Name:Infusystem IncAddress:11130 Strang Line RdCity:LenexaState:KSZip:		
Telephone/Fax No: _ Infusystem (800) 658-5582 _Brandie.hill@infusystem.com		Email:
PRINT/TYPE NAME: _Brandie Hill		
TITLE:Territory Manager	_SIGNATURE:Brandie Hill	

#### PURCHASE ORDER TERMS AND CONDITIONS

#### GENERAL

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Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

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#### **MATERIAL SAFETY DATA SHEET**

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#### LEGALLY AUTHORIZED WORKFORCE

VENDOR represents and warrants that VENDOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. VENDOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

#### **INSURANCE**

Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless limits have been lowered) and with insurers and under forms of policies satisfactory to COUNTY.

#### Coverage

(a) Worker's Compensation Employer's Liability

## (b) Commercial General Liability (County must be listed as additional Insured and must contain a Waiver of Subrogation)

(c) Automobile Liability

Option of Split Limits: (1.) Bodily Injury

(2.) Property Damage

#### Minimum Amounts and Limits

Statutory requirements at location of work \$100.000 each accident

\$100,000 by employee

\$500,000 policy limit \$2,000,000 General Aggregate

\$2,000,000 Central Aggregate \$2,000,000 Products-Comp. Ops Agg. \$1,000,000 Each Occurrence

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$1,000,000 Combined Single Limit (owned, hired and non-owned)

\$1,000,000 Per Person or \$1,000,000 Per Accident

\$1,000,000

# REQUEST FOR QUOTE

# HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

# PURCHASING & CONTRACTS DEPARTMENT 352-754-4020, FAX 352-754-4199

15470 Flight Path Dr., BROOKSVILLE 34604

Quotation No: <u>00001988</u> Project Name: MT Pumps

Requesting Department: <u>HCFES</u>

THIS IS NOT

AN ORDER

Date: July 11, 2022

Name: Hernando County Fire & Emergency Services

Address: 15470 Flight Path Drive Brooksville, Fl. 34604

Contact Person: <u>Barbara Carter-Lansaw</u> Telephone: <u>352-754-4829</u>

Quote Due Date: July 14, 2022

Illegible Quotes risk opportunity for award. See reverse side for Terms, Conditions applicable to any Orders resulting from this Quotation

HOIII uns	from this Quotation.								
ITEM	QUAN	DESCRIPTION	PART NO.	Unit PRICE	EXTENDED PRICE				
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	4	Communication Cable	05020-110-0213	70.00	280.00				
	34	EMS carry bag	200513- 1480N4-A	65.00	2,210.00				
	2	FasTest PM Kit	16024-000-0002	150.00	300.00				
	34	Sapphire M.T Infusion Pump Kit	17000-028-0072	1,950.00	66,300.00				
	1	USB to 4 Port RS232 Adapter	15077-000-0001	175.00	<u>175.00</u>				
		ETA							
		TOTAL COST			<u>\$74,012.20</u>				

All Quotes shall be FOB Destination

Delivery Date or Start of Work:

Create a continuation sheet if necessary.

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The award may be all or partial being in the best interest of Hernando County.

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Form 11 Quote Form Created: 12/30/11 Revised: 10/22/16 (tg)

Contact Person Submitting Quote:	· · · · · · · · · · · · · · · · · · ·		
Firm Name:Address:			
	City:	State:Zip:	
Telephone/Fax No:	Email:	Date	
PRINT/TYPE NAME:			
TITLE:	SI	GNATURE:	

#### **PURCHASE ORDER TERMS AND CONDITIONS**

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### (b) Commercial General Liability (County must be listed as additional Insured and must contain a Waiver of Subrogation)

(c) Automobile Liability
Option of Split Limits: (1.) Bodily Injury

(2.) Property Damage

#### **Minimum Amounts and Limits**

Statutory requirements at location of work

\$100,000 each accident \$100,000 by employee \$500,000 policy limit

\$2,000,000 General Aggregate \$2,000,000 Products-Comp. Ops Agg. \$1,000,000 Each Occurrence

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$1,000,000 Combined Single Limit (owned, hired and non-owned)

\$1,000,000 Per Person or \$1,000,000 Per Accident

\$1,000,000



Eitan Group North America HQ 65 Enterprise 3rd Floor ALISO VIEJO

CA 92656 UNITED STATES

Customer Service Phone: 877-541-9944

Customer Service Email:

customerservice@eitanmedical.com

Created Date 7/17/2022 **Expiration Date** 9/1/2022

Contact Name

Quote Number 00001988

Prepared By Lori Hansen

Email lori.hansen@eitanmedical.com Phone 352-247-0009

Email kwannen@co.hernando.fl.us

Bill To Name Hernando County EMS

Bill To 15470 Flight Path Dr

Brooksville, Florida 34604

United States

Ship To Name Hernando County EMS

Ship To 60 Veterans Ave

Brooksville, Florida 34601

Kenneth (Kenny) Wannen

United States

Product	Product Code	Price Per Unit	Quantity	Total Line Price
AP416-01 MICROBORE INFUSION SET	12003-000-0012	USD 9.00	120.00	USD 1,080.00
AP433-01 INFUSION SET	12000-000-0044	USD 7.64	480.00	USD 3,667.20
Communication Cable	05020-110-0213	USD 70.00	4.00	USD 280.00
EMS carry bag	200513-1480N4-A	USD 65.00	34.00	USD 2,210.00
FasTest PM Kit	16024-000-0002	USD 150.00	2.00	USD 300.00
Sapphire M.T Infusion Pump Kit	17000-028-0072	USD 1,950.00	34.00	USD 66,300.00
USB to 4 Port RS232 Adapter	15077-000-0001	USD 175.00	1.00	USD 175.00

**Total Price** USD 74,012.20

Comments



Eitan Group North America HQ 65 Enterprise 3rd Floor ALISO VIEJO CA 92656 UNITED STATES

Customer Service Phone: 877-541-9944

Customer Service Email:

customerservice@eitanmedical.com

#### Terms and Conditions

Eitan Group North America Inc. ("Eitan Medical") sells products (the "Products") on the terms set forth in this Invoice, subject only to the terms of a written purchase agreement/order signed by authorized representatives of both the buyer ("Buyer") and Eitan Medical Acceptance of the terms included in this Invoice is expressly limited to and made conditional on assent to these terms Additional or different terms are deemed material alterations and are objected to by Eitan Medical.

Eitan Medical warrants that pump Products (i.e the pump itself without any accessories or sets (the "Pump Products")) will be free from material defects in materials and workmanship and will substantially conform to their applicable written specifications for a period of twenty-four (24) months from the actual delivery date (the "Warranty Period"). In the event that a Pump Product purchased as listed in this Invoice does not conform to this warranty at the time of delivery, Buyer's sole remedy shall be to return the Pump Product to Eitan Medical and receive, as elected by Eitan Medical at its sole discretion, a replacement Pump Product or credit, provided, however, that all warranty claims will be made during the Warranty Period and that the pump Products have been used, stored, handled and maintained in accordance with the Product labeling (including the User Manual) and no repair or alteration thereof was performed except by an Eitan Medical authorized repair center or with the prior written approval of Eitan Medical. This warranty does not cover (i) problems reported to Eitan Medical after the end of the Warranty Period, (ii) any Pump Product (or any part thereof) which has been misused, altered, modified or installed in an unauthorized manner or stored or transported by Buyer in contradiction with Eitan Medical instructions for use and labeling, (iii) any problem arising from or based on the combination, operation or use of the Pump Products with equipment, devices, products, process, or materials data or programming not supplied by Eitan Medical where such combination is the cause of the claim. The Warranty is conditioned on the performance of an Annual Certification Procedure ("ACK") as instructed in the pump Products' service manual. Buyer is not entitled to sell, re-sell, export, distribute and/or market the Products unless Buyer is an authorized distributor of the Products under a mutually signed Eitan Medical Distribution Agreement. The Pump Product warranty is provided: (i) solely with respect to the Pump Products and no other products; and (ii) solely to Buyer, as the direct buyer of the pump Products, and Eitan Medical provides no warranty to any third parties. EITAN MEDICAL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. In no event shall the liability of Eitan Medical and/or any of its affiliates, employees, directors, subcontractors, agents and representatives (the "Representatives") exceed the amounts actually paid by Buyer for the Products pursuant to this Invoice. In no event shall Eitan Medical or any of the Representatives be liable for any indirect, incidental, special, consequential, or punitive damages, of any nature or kind whatsoever and under any theory of law, even if advised of the possibility of such damages. Title to the Products shall pass to Buyer once the Products have been fully paid for. Unless otherwise agreed by Eitan Medical in writing, Products will be delivered EXW (Eitan Medical) INCOTERMS 2010 and Buyer shall bear all costs and risk of loss of or damage to the Products from the point of delivery to Buyer. All payments under this Invoice shall be made net of any taxes and shall be grossed up to neutralize the effects of any such taxes, if applicable Buyer shall pay Eitan Medical for each purchase order within thirty (30) days from the date of the Invoice; Eitan Medical reserves the right to charge default interest on all outstanding amounts due hereunder at a rate of 1.5% per month.

Eitan Medical and its affiliates own the Intellectual property rights in the Products. The purchase of the Products does not grant Buyer any rights in the Products other than as provided herein Buyer shall use, store, handle and



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maintain the Products according to the Product labeling (including User Manual) and applicable laws and regulations Buyer undertakes to notify Eitan Medical at complaints@eitanmedical.com regarding any user complaint and/or adverse events with respect to the Products within twenty-four (24) hours from occurrence. Buyer shall be fully responsible for complying with any and all laws, regulations and guidelines referring to the use, storage, handling and maintenance of the Products. Buyer shall indemnify Eitan Medical and the Representatives against all claims, demands, damages, costs and expenses resulting from breach by Buyer of any of its obligations under applicable law or under the terms herein or any agreement between Buyer and Eitan Medical. Notwithstanding any other condition, if Eitan Medical notifies Buyer in writing of any defect in or relating to the Products previously delivered to Buyer or any error or omission which exposes or may expose consumers to any risk of death, injury or damage to property, Buyer shall co-operate fully and promptly with any steps taken as directed by Eitan Medical. This sale of the Products as specified in this Invoice, any agreement relating to such sale of Products or any claim or dispute arising or relating to them shall be governed and constructed in all respect by the laws of the state of California. The competent courts located in Orange County, California shall have exclusive jurisdiction over any dispute arising out or in connection with sale of the products specified in this Invoice and performance hereof and each party consents to the exclusive jurisdiction of such courts These terms and conditions may not be altered, supplemented or amended without Eitan Medical's written consent.