

BCI® Capnocheck® Capnometer Insurance Plan

Smiths Medical PM, Inc. ("Smiths Medical") Attn: Technical Service Dept. N7W22025 Johnson Drive Waukesha, WI 53186 Phone: 262-542-3100 Fax: 262-542-3325		This Capnocheck® Insurance Plan covers the device(s) listed below if damaged, lost, or stolen during the one (1) year term.	
Start Date:		End Date:	
Name of Facility:		Name of distributor that unit(s) was purchased from:	
Facility Address:			
Device Type	Purchase Date	Serial Number	Insurance Plan Cost Per Year
BCI® Capnocheck® <input type="checkbox"/> w/ alarms <input type="checkbox"/> w/o alarms			\$119.00
Contract Period: 1 year beginning on the start date indicated above.			

Smiths Medical PM, Inc.	Customer
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Phone Number:
	Fax Number:
	Date:

This sheet must be completed and faxed to (262) 542-3325. The policy is not active until Smiths Medical PM, has then signed and faxed back a copy. Note: full terms and conditions on back page.

I. Insurance Plan

- A. This Insurance Plan (the "Plan") is only available if the Customer signs up within fifteen (15) days of purchasing the Device listed above. The Customer must have purchased the Device directly from Smiths Medical or one of its authorized distributors. The date of purchase is defined by the date on the purchase invoice. The Device must be in good operating condition as of the Plan Start Date indicated above. Smiths Medical reserves the right, in its sole discretion, to inspect any Device to verify that it is in good operating condition prior to countersigning this Plan. This Plan shall not take effect until countersigned by Smiths Medical in accordance with Section I. G below. If Smiths Medical determines that the Device is not in good operating condition, Smiths Medical may refuse to sell this Plan to the Customer.
- B. The term of this Plan shall begin on the Start Date indicated above and continue for one (1) year thereafter.
- C. The cost for the Plan is \$119. The \$119 must be paid within fifteen (15) days of the commencement of the Plan. Any other related costs, such as the cost of shipping a damaged device to Smiths Medical, must be paid by the Customer.
- D. Under the Insurance Plan (the "Plan"), if the Device listed above is damaged, lost, or stolen during the one (1) year term during which the Plan is in effect, the Device will be replaced on a one time basis only.
- E. The Plan does not cover: (i) service and repair of accessories, apparatus, attachments or any other devices not identified above; (ii) changes, modifications or alterations made by Customer to the Devices; (iii) accessories or related supplies such as adapters, lanyards, carrying cases, calibration gases; and (iv) installation/removal services.
- F. The Device will be replaced only once during the Plan term. Any replaced device will have the same remaining warranty period as the original Device.
- G. This Plan will not take effect until countersigned by a member of the Finance Department of Smiths Medical.
- H. Smiths Medical may, in its sole discretion, terminate this Plan with immediate effect in the event that: (i) the Customer fails to pay the cost of the Plan or any related charges, including but not limited to shipping charges, when due; (ii) Smiths Medical discovers that the Device enrolled in the Plan was reported lost or stolen prior to its enrollment in the Plan; or (iii) the Customer is otherwise in default under this Plan. Customer may terminate this Agreement at any time upon the provision of five (5) days prior written notice to Smiths Medical; provided, however, that such termination shall not excuse any payment obligations incurred by Customer prior to the date of termination.

II. Making a Claim

- A. In order to make a claim for a Device that is lost or stolen, the Customer must complete the attached Claim Form and an Affidavit describing the loss or theft and submit them to Smiths Medical within thirty (30) days of the loss or theft.
- B. In order to make a claim for a damaged Device, complete the attached Claim Form and an Affidavit describing the damage and submit them to Smiths Medical together with the damaged Device within thirty (30) days of the occurrence of the damage. Shipment of the damaged Device is at Customer's expense.
- C. Smiths Medical will ship the replacement Device to the Customer at no charge via UPS Ground. If Customer requests any other method of shipment, including express shipment, such shipment shall be charged to Customer. Smiths Medical reserves the right to provide a refurbished device as a replacement for a lost, stolen, or damaged Device. Smiths Medical reserves the right to deny any claim for which the requirements of this Plan are not followed.

III. Additional Terms

- A. By virtue of submitting a claim under this Plan, Customer represents and warrants that it is the lawful owner of the Device for which the claim is submitted.
- B. Smiths Medical will not cover any loss, theft, or damage that occurred prior to the Device's enrollment under the Plan. Smiths Medical will not provide Plan coverage for any devices that are reported lost or stolen prior to their enrollment in the Plan.
- C. EXCEPT AS OTHERWISE SET FORTH HEREIN, SMITHS MEDICAL MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PLAN, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF SMITHS MEDICAL IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SMITHS MEDICAL EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. IN NO EVENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, (i) WILL SMITHS MEDICAL BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SMITHS MEDICAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR (ii) WILL SMITHS MEDICAL'S TOTAL LIABILITY TO THE CUSTOMER AND ANY THIRD PARTIES WITH RESPECT TO ANY SPECIFIC SERVICES EXCEED THE PURCHASE PRICE RECEIVED BY SMITHS MEDICAL.
- D. This Agreement may not be assigned by the Customer without the prior written consent of Smiths Medical.
- E. This Agreement shall be governed by the laws of the State of Wisconsin and the parties hereby submit to the exclusive jurisdiction of the Wisconsin courts.
- F. Smiths Medical retains the right to subcontract the administration and handling of the Plan to a third party of its choice.
- G. Customer shall pay for any taxes due in connection with the Plan.
- H. This Plan document together with any attachments hereto, constitutes the entire agreement between the parties with regard to the Plan. Any changes to this Plan must be in writing and signed by both parties.