

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO STRYKER SALES, LLC'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Stryker Sales, LLC, ("Stryker"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Stryker's Quote (Quote Number: 11104061), (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified products and shipping services (collectively the "Services"); and

WHEREAS, County desires that Stryker provide Services as will be more specifically described in this Agreement; and

WHEREAS, Stryker represents that it is qualified and desires to perform such Services; and

WHEREAS, Stryker is the sole source provider of the Services as indicated by the letters attached hereto as Exhibit "B" and incorporated fully by reference; and

WHEREAS, the Texas County Purchasing Act, § 262.024(7) of the Texas Local Government Code, exempts from competitive bidding contracts that are available from only one source; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is a sole source agreement and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to this Addendum, Stryker will render Services to County as described in Exhibits A and B. Either party may terminate this Agreement upon a failure of the other party to perform a material obligation. The parties may also mutually agree to terminate this Agreement.

3. **Payment; Non-appropriation; Taxes.** Payment shall be made in accordance with Exhibit A. Payment shall be made by County within thirty (30) days of receipt of invoice. Stryker may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
4. **Limit of Appropriation.** Stryker clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Six Thousand, Two Hundred Sixty-Six Dollars and 93/100 (\$206,266.93), specifically allocated to fully discharge any and all liabilities County may incur. Stryker does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Stryker may become entitled to and the total maximum sum that County may become liable to pay to Stryker shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Six Thousand, Two Hundred Sixty-Six Dollars and 93/100 (\$206,266.93). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act and Open Meetings Act.** Stryker expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Stryker shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

Stryker expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Stryker for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Stryker in any way associated with the Agreement.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Stryker hereby verifies that Stryker and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Stryker does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Stryker does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Stryker does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, STRYKER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** Stryker may use County's name without County's prior written consent only in any of Stryker's customer lists, any other use must be approved in advance by County.
12. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
13. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
14. **Insurance.** In lieu of maintaining any insurance policies as required by the Agreement, the County may elect to comply with any required insurance policies through a program of self-insurance.
15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
16. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **Compliance with Laws.** Stryker shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Stryker shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Stryker in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

18. **Independent Contractor.** In the performance of work or services hereunder, Stryker shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Stryker or, where permitted, of its subcontractors. Stryker and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
19. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

FORT BEND COUNTY

KP George
KP George, County Judge

STRYKER SALES, LLC

Tom Tackabury
Authorized Agent – Signature

August 12, 2025

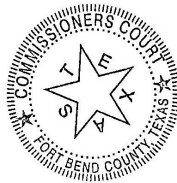
Date

Tom Tackabury

Authorized Agent- Printed Name

ATTEST:

Laura Richard
Laura Richard, County Clerk



Sr. Sales Manager

Title

7/23/25

Date

REVIEWED:

[Signature]
Emergency Medical Service Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 206,266.93 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A: Stryker's Quote (Quote Number: 11104061);

Exhibit B: Stryker's Sole Source Letter

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Exhibit A



Fort Bend Cnty 14 Mnth renewal

Quote Number: 11104061

Version: 1

Prepared For: FORT BEND COUNTY EMS

Attn:

Rep: Kelly Vitt

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Quote Date: 05/28/2025

Expiration Date: 08/26/2025

Contract Start: 08/01/2025

Contract End: 09/30/2026

Service Rep: Jason Evans

Email: jason.evans1@stryker.com

Delivery Address

Name: FORT BEND COUNTY EMS

Account #: 20040609

Address: 4332 HWY 36 S

ROSENBERG

Texas 77471-9108

Sold To - Shipping

Name: FORT BEND COUNTY EMS

Account #: 20040609

Address: 4332 HWY 36 S

ROSENBERG

Texas 77471-9108

Bill To Account

Name: FORT BEND COUNTY EMS

Account #: 20136026

Address: 12841 CAPRICORN ST

STAFFORD

Texas 77477-3912

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR Parts, Labor, Travel Preventative Maintenance	14	35	\$368.67	\$12,903.45
2.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR 03/01/2026 - 09/30/2026 Parts, Labor, Travel Preventative Maintenance	7	4	\$184.33	\$737.32
3.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD Parts, Labor, Travel Preventative Maintenance Batteries Service	14	9	\$2,744.00	\$24,696.00
4.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD Parts, Labor, Travel Preventative Maintenance Batteries Service	14	24	\$2,744.00	\$65,856.00
5.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD 10/01/2025 - 09/30/2026 Parts, Labor, Travel Preventative Maintenance Batteries Service	12	3	\$2,352.00	\$7,056.00
6.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO Parts, Labor, Travel Preventative Maintenance Batteries Service Smart Equip. Management	14	13	\$2,209.67	\$28,725.71
7.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO Parts, Labor, Travel Preventative Maintenance Batteries Service Smart Equip. Management	14	29	\$2,209.67	\$64,080.43
8.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO Preventative Maintenance	14	6	\$368.67	\$2,212.02



Fort Bend Cnty 14 Mnth renewal

Quote Number: 11104061
 Version: 1
 Prepared For: FORT BEND COUNTY EMS
 Attn:

Rep: Kelly Vitt
 Email:
 Phone Number:

GPO: CUSTOMER CONTRACT
 Quote Date: 05/28/2025
 Expiration Date: 08/26/2025
 Contract Start: 08/01/2025
 Contract End: 09/30/2026

Service Rep: Jason Evans
 Email: jason.evans1@stryker.com

Invoice amount before Oct 1, 2025 \$33,078.94
Invoice amount on Oct 1, 2025 \$173,187.99

ProCare Total: \$206,266.93

Price Totals:

 Authorized Customer Signer (Printed) Date

Tom Tackabury 7/23/25

 Stryker Authorized Signature (Printed) Date

 Authorized Customer Signature Date

Tom Tackabury 7/23/25

 Stryker Authorized Signature Date

 Purchase Order Number



Fort Bend Cnty 14 Mnth renewal

Quote Number: 11104061

Version: 1

Prepared For: FORT BEND COUNTY EMS

Attn:

Rep: Kelly Vitt

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Quote Date: 05/28/2025

Expiration Date: 08/26/2025

Contract Start: 08/01/2025

Contract End: 09/30/2026

Service Rep: Jason Evans

Email: jason.evans1@stryker.com

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at www.stryker.com/stnc. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a written agreement governing the purchase/sale of goods and/or services.

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-STAIR-CHAIR	1905010000032
1.0	PROCARE-SVC-STAIR-CHAIR	1905010000037
1.0	PROCARE-SVC-STAIR-CHAIR	1905010000040
1.0	PROCARE-SVC-STAIR-CHAIR	2303010000168
1.0	PROCARE-SVC-STAIR-CHAIR	1905010000034
1.0	PROCARE-SVC-STAIR-CHAIR	1905010000039
1.0	PROCARE-SVC-STAIR-CHAIR	2303010000167
1.0	PROCARE-SVC-STAIR-CHAIR	2204010000205
1.0	PROCARE-SVC-STAIR-CHAIR	170241784
1.0	PROCARE-SVC-STAIR-CHAIR	2303010000169
1.0	PROCARE-SVC-STAIR-CHAIR	2303010000166
1.0	PROCARE-SVC-STAIR-CHAIR	2303010000170
1.0	PROCARE-SVC-STAIR-CHAIR	2204010000206
1.0	PROCARE-SVC-STAIR-CHAIR	180239911
1.0	PROCARE-SVC-STAIR-CHAIR	1905010000036
1.0	PROCARE-SVC-STAIR-CHAIR	180239916
1.0	PROCARE-SVC-STAIR-CHAIR	180239915
1.0	PROCARE-SVC-STAIR-CHAIR	180239918
1.0	PROCARE-SVC-STAIR-CHAIR	180239913
1.0	PROCARE-SVC-STAIR-CHAIR	2002010000131
1.0	PROCARE-SVC-STAIR-CHAIR	180239914
1.0	PROCARE-SVC-STAIR-CHAIR	180239919
1.0	PROCARE-SVC-STAIR-CHAIR	170241787
1.0	PROCARE-SVC-STAIR-CHAIR	1905010000035
1.0	PROCARE-SVC-STAIR-CHAIR	1905010000038
1.0	PROCARE-SVC-STAIR-CHAIR	1905010000033
1.0	PROCARE-SVC-STAIR-CHAIR	170241788
1.0	PROCARE-SVC-STAIR-CHAIR	170241786
1.0	PROCARE-SVC-STAIR-CHAIR	170241785
1.0	PROCARE-SVC-STAIR-CHAIR	180239912
1.0	PROCARE-SVC-STAIR-CHAIR	180239917
1.0	PROCARE-SVC-STAIR-CHAIR	1908010000068
1.0	PROCARE-SVC-STAIR-CHAIR	2306010000173
1.0	PROCARE-SVC-STAIR-CHAIR	2306010000174
1.0	PROCARE-SVC-STAIR-CHAIR	2306010000175
2.0	PROCARE-SVC-STAIR-CHAIR	2502010000204
2.0	PROCARE-SVC-STAIR-CHAIR	2502010000205
2.0	PROCARE-SVC-STAIR-CHAIR	2502010000206
2.0	PROCARE-SVC-STAIR-CHAIR	2502010000207
3.0	PROCARE-SVC-POWER-LOAD	2003003400141
3.0	PROCARE-SVC-POWER-LOAD	1903003400306
3.0	PROCARE-SVC-POWER-LOAD	2003003400142
3.0	PROCARE-SVC-POWER-LOAD	170140795
3.0	PROCARE-SVC-POWER-LOAD	2003003400139
3.0	PROCARE-SVC-POWER-LOAD	2003003400140
3.0	PROCARE-SVC-POWER-LOAD	1903003400305
3.0	PROCARE-SVC-POWER-LOAD	1903003400308
3.0	PROCARE-SVC-POWER-LOAD	1903003400307

4.0	PROCARE-SVC-POWER-LOAD	2203012400469
4.0	PROCARE-SVC-POWER-LOAD	2105012400102
4.0	PROCARE-SVC-POWER-LOAD	2104012400272
4.0	PROCARE-SVC-POWER-LOAD	2302012400309
4.0	PROCARE-SVC-POWER-LOAD	2302012400356
4.0	PROCARE-SVC-POWER-LOAD	2302012400348
4.0	PROCARE-SVC-POWER-LOAD	2205012400043
4.0	PROCARE-SVC-POWER-LOAD	2305012400104
4.0	PROCARE-SVC-POWER-LOAD	2305012400111
4.0	PROCARE-SVC-POWER-LOAD	2104012400275
4.0	PROCARE-SVC-POWER-LOAD	2104012400274
4.0	PROCARE-SVC-POWER-LOAD	2205012400044
4.0	PROCARE-SVC-POWER-LOAD	2302012400201
4.0	PROCARE-SVC-POWER-LOAD	2305012400112
4.0	PROCARE-SVC-POWER-LOAD	2302012400353
4.0	PROCARE-SVC-POWER-LOAD	2203012400467
4.0	PROCARE-SVC-POWER-LOAD	2302012400308
4.0	PROCARE-SVC-POWER-LOAD	2105012400096
4.0	PROCARE-SVC-POWER-LOAD	2205012400021
4.0	PROCARE-SVC-POWER-LOAD	2107012400252
4.0	PROCARE-SVC-POWER-LOAD	2205012400045
4.0	PROCARE-SVC-POWER-LOAD	2205012400072
4.0	PROCARE-SVC-POWER-LOAD	2406012400022
4.0	PROCARE-SVC-POWER-LOAD	2408012400462
5.0	PROCARE-SVC-POWER-LOAD	2409012400223
5.0	PROCARE-SVC-POWER-LOAD	2409012400224
5.0	PROCARE-SVC-POWER-LOAD	2409012400228
6.0	PROCARE-SVC-POWERPRO	2409012400255
6.0	PROCARE-SVC-POWERPRO	180139896
6.0	PROCARE-SVC-POWERPRO	180139897
6.0	PROCARE-SVC-POWERPRO	2003003500065
6.0	PROCARE-SVC-POWERPRO	2003003500064
6.0	PROCARE-SVC-POWERPRO	2003003500066
6.0	PROCARE-SVC-POWERPRO	2003003500024
6.0	PROCARE-SVC-POWERPRO	2003003500063
6.0	PROCARE-SVC-POWERPRO	2003003500068
6.0	PROCARE-SVC-POWERPRO	180139895
6.0	PROCARE-SVC-POWERPRO	180139898
6.0	PROCARE-SVC-POWERPRO	2003003500069
6.0	PROCARE-SVC-POWERPRO	2003003500067
7.0	PROCARE-SVC-POWERPRO	2102020700004
7.0	PROCARE-SVC-POWERPRO	2304020700064
7.0	PROCARE-SVC-POWERPRO	2304020700089
7.0	PROCARE-SVC-POWERPRO	2203020700060
7.0	PROCARE-SVC-POWERPRO	2203020700086
7.0	PROCARE-SVC-POWERPRO	2203020700122
7.0	PROCARE-SVC-POWERPRO	2010020700002
7.0	PROCARE-SVC-POWERPRO	2103020700020
7.0	PROCARE-SVC-POWERPRO	2203020700099
7.0	PROCARE-SVC-POWERPRO	2203020700025
7.0	PROCARE-SVC-POWERPRO	2010020700102

7.0	PROCARE-SVC-POWERPRO	2103020700029
7.0	PROCARE-SVC-POWERPRO	2304020700080
7.0	PROCARE-SVC-POWERPRO	2203020700061
7.0	PROCARE-SVC-POWERPRO	2203020700074
7.0	PROCARE-SVC-POWERPRO	2203020700077
7.0	PROCARE-SVC-POWERPRO	2010020700151
7.0	PROCARE-SVC-POWERPRO	2304020700063
7.0	PROCARE-SVC-POWERPRO	2304020700021
7.0	PROCARE-SVC-POWERPRO	2203020700095
7.0	PROCARE-SVC-POWERPRO	2203020700121
7.0	PROCARE-SVC-POWERPRO	2103020700013
7.0	PROCARE-SVC-POWERPRO	2103020700001
7.0	PROCARE-SVC-POWERPRO	2010020700096
7.0	PROCARE-SVC-POWERPRO	2303020700076
7.0	PROCARE-SVC-POWERPRO	2304020700016
7.0	PROCARE-SVC-POWERPRO	2308020700038
7.0	PROCARE-SVC-POWERPRO	2308020700042
7.0	PROCARE-SVC-POWERPRO	2308020700079
8.0	PROCARE-SVC-POWERPRO	2405002681
8.0	PROCARE-SVC-POWERPRO	2405002686
8.0	PROCARE-SVC-POWERPRO	2407003847
8.0	PROCARE-SVC-POWERPRO	2408004444
8.0	PROCARE-SVC-POWERPRO	2409000363
8.0	PROCARE-SVC-POWERPRO	2409001361

Purchase Order Form



Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number _____

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

Exhibit B



ProCare® Services

3800 E. Centre Ave.
Portage, MI 49002 USA
1-800-STRYKER
stryker.com

To:	Whom it may concern
Subject:	Emergency Care Parts and Service
Date:	January 1, 2025

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker's Emergency Care products. All parts are manufactured at Stryker or supplied to Stryker by approved vendors.

Stryker employs its own field service team (known as ProCare Services) to service its products. Stryker only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD fastener
- Power-PRO cot
- Xpedition Stair Chair
- LUCAS 3 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e monitor/defibrillator
- LIFEPAK 1000 defibrillator
- LIFEPAK 35 defibrillator
- LIFEPAK CR Plus / LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, USA and Redmond, WA, USA. Calibration records and training records are available upon request.

Service repairs are documented and reviewed by Stryker's quality team. To help ensure Stryker's commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Preventive maintenance (PM) and service history documentation is available upon request.

The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.

Please contact your local Stryker representative with questions.

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: CR Plus,

LIFEPAK, LUCAS, Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holder.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Stryker Sales, LLC
Portage, MI United States

Certificate Number:
2025-1343411

Date Filed:
07/30/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County Clerk

Date Acknowledged:
08/12/2025

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
#25-EMS-100880
Field service agreement for soul-sourced products

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)