

Incisive CT

Service Plan: SVC0150 Philips RightFit Primary Service Agreement
Quantity: 1

To commence at a time of system warranty expiration with the exception of In-Warranty Coverage and selected Supplement Items Plans

Select Payment Terms Desired:

Select Choice *	Payments Plans	Single System Net	Total Net
<input checked="" type="checkbox"/>	48 Monthly Payments at	\$5,408	\$5,408
<input type="checkbox"/>	16 Quarterly Payments at	\$16,223	\$16,223
<input type="checkbox"/>	4 Yearly Payments at	\$64,890	\$64,890
<input type="checkbox"/>	Single Payment at	\$259,560	\$259,560

* If no selection is made, the default choice will be monthly payments.

Prices above do not include any applicable sales taxes

The service agreement payment does not include optional equipment. If optional equipment is purchased please see attached Equipment Configuration Option Pricing (if available) or contact your Account Manager for amended service pricing.

Buying Group: NO CONTRACT

Contract #: NONE

Add'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

For services performed outside the contract hours of coverage, Philips will request a Purchase Order before dispatching a Field Service Engineer.

Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. Initialed: CC

Our facility does issue formal purchase orders, however, due to our business/system limitations, we cannot issue a formal purchase order until _____ days prior to warranty expiration. Initialed: _____

Customer Agreement as Quoted

Upon customer signing and acceptance by an authorized Philips representative, this document constitutes a contract and customer agrees to be bound by all terms hereof which include IMPORTANT LIMITATIONS OF LIABILITY.

BY: X

Customer Signature

Printed Name

Title

Date

For Headquarters Use Only

Philips by its acceptance thereof, agrees to provide maintenance service for the equipment listed above in accordance with all terms.

Signature

Title

Date



Philips Medical Capital
1111 Old Eagle School Road
Wayne, PA 19087
866-513-4PMC (4762)

Terms & Conditions

Lease Deposit: No lease deposit required.

Commencement: The lease start date will begin upon acceptance or availability of first clinical use, whichever occurs first. If the lease commencement date does not fall on the first of the month, interim rent will be assessed for the period between the lease commencement date and the start of the billing cycle.

Rental Adjustment: The monthly payment quoted is tied to like-term SWAP interest rates as published in the ICE. Report Center daily update (<https://www.theice.com/marketdata/reports/180-USD Rates 1100>) or PMC may use an interpolated rate if a like-term is not available and will float up with those SWAP rates until the date of commencement of the lease. These payments were calculated with the Interest Rate Swaps on: September, 22 2020.

Net Lease: Lessee will, at its own expense, provide insurance and will pay all fees, property, sales and use taxes and other expenses of a similar nature.

Information Required: Signed lease proposal and equipment quotation, Completed Lease Application and Last two years of Audited Financial Statements or Tax Returns.

Quote Expiration: This Letter is valid for 15 days from the date hereof and thereafter shall automatically be deemed to be null and void.

This proposal is: a) subject to review and approval by PMC's credit committees; b) delivered to Lessee on the condition that its term be kept confidential and not shown to, or discussed with, any third party (other than on a confidential and need-to-know basis with Lessee's directors, officers, counsel and other advisors, or as required by law) without Philips Medical Capital's express prior written approval; and c) governed and construed in accordance with the internal laws of the Commonwealth of Pennsylvania. Lessee and PMC agree to: a) the exclusive jurisdiction of the state and federal courts located in Philadelphia County, Pennsylvania with respect to any dispute arising out of or relating to this proposal and b) waive any right to trial by jury that either of them may have arising out of or relating to this proposal.

Either PMC or Customer may terminate discussions at any time in its sole discretion. If made, an approval by PMC would be in a separate writing and would be subject to legal and business due diligence and credit review, with any results satisfactory to PMC, in its sole discretion. Customer acknowledges that the terms of the financing (if approved) may change before final documentation is executed by the parties. No financing terms will be binding on either party until definitive documentation is signed by Customer and PMC. This Letter is not a statement of all the terms and conditions of the financing, which terms and conditions would be contained fully in final documentation and would supersede the terms of this Letter. This Letter is intended for the use of the Customer only, and no other party may rely upon or derive any legal rights from this Letter. Customer agrees to keep this Letter and its terms confidential and not to disclose same to any third parties (other than its professional advisors and employees on a need-to-know basis) without PMC's prior written consent.

By signing below, Lessee hereby authorizes the release of any credit or financial information to PMC and its agents and assigns.

The terms and conditions of this Proposal are hereby agreed to and accepted this 11th day of November, 2020.

DAVID C.P. CHEN M.D., INC. dba Diagnostic Medical Group of Southern California

By: Cindy Chen

Title: General Manager

100039 Incisive CT

OPTIONS

NET PRICE

\$335,267.19

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Contract #: NONE

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Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is: _____.

If you do not issue formal purchase orders indicate by initialing here CC.

Tax Status:

Taxable ☒ Tax Exempt ☐

If Exempt, please indicate the Exemption Certification Number: _____, and attach a copy of the certificate.

Delivery/Installation Address:

208 N. Garfield Ave
Monterey Park
Ca. 91754

Invoice Address:

1129 S. San Gabriel Bl
San Gabriel. Ca 91776

Contact Phone #:

Contact Phone #:

626-274-0651

Purchaser approval as quoted:

Cindy Chen

Date:

11/11/2020

Title:

General Manager

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.