



Intuitive Surgical, Inc.
1266 Kifer Road
Sunnyvale, CA 94086
877-408-dVRC (3872)

Taking surgical precision beyond the limits of the human hand™

Quote Details

Quote ID	59717.0
Quote Date	1/21/2016
Valid Until	2/19/2016
Sales Rep	Kris Benson
Phone Number	1(518) 409-1685
Email	Kristopher.Benson@intusurg.com

Company Information

Hospital Name	University of Vermont Medical Center
NS ID / IDN Affiliation	16259/The University of Vermont Health Network
Address	111 Colchester Ave
City, State, Zip	Burlington, VT, 05401-1429
Contact Name	Christina Oliver
Telephone	(802) 847-0033

Please Fax all Purchase Orders to: 408-523-2377

Items

Part Number	Qty	Item	Price	Discount	Subtotal
da Vinci Systems					
	1	Trade in of S System	\$0.00	\$100,000.00	\$-100,000.00
	1	da Vinci® Xi™ Dual Console System Two (2): da Vinci® Xi™ System Surgeon Console One (1): da Vinci® Xi™ System Patient Cart One (1): da Vinci® Xi™ System Vision Cart da Vinci® Xi™ System Documentation including: User's Manual For System User's Manual for Instruments and Accessories One (1) da Vinci® Xi™ Cleaning & Sterilization Kit Two (2) da Vinci® Xi™ Instrument Release Kit (IRK) da Vinci® Xi™ System Software Instrument and Accessories including: Two (2): Box of 6: 8 mm Bladeless Obturator One (1): 8 mm Blunt Obturator Four(4): Box of 10: 5 mm - 8 mm Universal Seal Four(4): 8 mm Cannula Three (3): Monopolar Energy Instrument Cord Three (3): Bipolar Energy Instrument Cord One (1): Box of 3: daVinci Xi Gage pin Three (3): Instrument Introducer One (1): Box of 10: Tip Cover for Hot Shears (MCS) One (1): Pmed Cable, Coviden ForceTraid ESU Drapes Two(2): Pack of 20 daVinci Xi Arm Drape One(1): Pack of 20 daVinci Xi Column Drape Vision Equipment: Two(2): daVinci Xi Endoscope with Camera, 8 mm 0 degree Two(2): daVinci Xi Endoscope with Camera, 8 mm 30 degree Four(4): daVinci Xi Endscope Sterilization Tray Training Instrument Starter Kit One (1): Large Needle Driver One (1): ProGrasp™ Forceps One (1): Maryland Bipolar Forceps One (1): Hot Shears™ (Monopolar Curved Scissors) One (1): Tip-Up Fenestrated Grasper One (1): Mega™ SutureCut™ Needle Driver (all kits subject to change without notice)	\$2,350,000.00	\$0.00	\$2,350,000.00
da Vinci System Upgrades					
	1	da Vinci® Xi™ Skills Simulator Equipment List: One (1) Skills Simulator Unit One (1) Blue Fiber Cable One (1) Audio Cable Warranty 1 Year from Acceptance Date If customer has enabled OnSite™ on its da Vinci Surgical System, then for a three (3) year period after shipment of the da Vinci Xi™ Skills Simulator ("Xi Simulator"), customer is entitled to receive all software updates that are made without cost to other customers of the Xi Simulator. Any software upgrades, enhancements, or updates that are made generally available to other Xi Simulator customers for a fee will be offered to customer at Intuitive's then-current list prices. Failure to enable OnSite may delay or prevent Intuitive from providing any upgrades, updates, or enhancements for the Xi Simulator to customer.	\$85,000.00	\$0.00	\$85,000.00
Freight					
	1	Freight - East (AL, CT, DC, DE, FL, GA, IN, KY, MA, MD, ME, MI, MS, NC, NH, NJ, NY, OH, PA, RI, TN, SC, VA, VT, WV)	\$10,000.00	\$0.00	\$10,000.00

Total	\$2,345,000.00
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Service				
Part Number	Qty	Item	Price	Subtotal
	1	Year One Service Warranty	\$0.00	\$0.00
	1	dVComplete Care Plan (dual console) Years 2-5, per year	\$174,000.00	\$174,000.00

Equipment to be Returned	
da Vinci System	SG437
da Vinci 0 Degree Endoscopes Quantity	3
da Vinci 30 Degree Endoscopes Quantity	2
da Vinci Camera Heads Quantity	2

Leasing Terms
 Leasing options are available through Intuitive Surgical or another designated financier on systems and select upgrades. Please contact your Intuitive representative for additional details.

Terms and Conditions

1) System Terms and Conditions:

1.1 A signed Sales, License, and Service Agreement ("SLSA") or equivalent is required prior to shipment of the System(s). All site modifications and preparation are the Customer's responsibility and are to be completed to the specification given by Intuitive Surgical prior to the installation date. Delivery is subject to credit approval. Payment terms are net 30 days from Intuitive Surgical's invoice date. Each System includes the patient side cart, vision cart, and surgeon console(s). System enhancements required to support new features may be purchased at Intuitive Surgical's then current list price. The price of the da Vinci® Surgical System includes the initial installation of the System at Customer's facility and a one (1) year warranty for manufacture defect. All taxes and shipping charges are the responsibility of the Customer and will be added to the invoice, as appropriate.

1.2 Intuitive makes no representation with regard to Certificate of Need requirements for this purchase. It is your (the Customer's) responsibility to determine whether this purchase complies with your State's Certificate of Need laws and what Certificate of Need filing, if any, needs to be made with regard to this purchase.

1.3 Customer acknowledges that the cleaning and sterilization equipment, not provided by Intuitive, is required to appropriately reprocess da Vinci instruments and endoscopes. Please refer to the Reprocessing Instructions Part #557085. Customer is responsible for ensuring that its' cleaning and sterilization program comply with all health and safety requirements.

2) System Upgrade Terms and Conditions:

2.1 A signed Purchase Order and/or an addendum to the existing Sales, License, and Service Agreement ("SLSA") is required prior to shipment of the System upgrade. All site modifications and preparation are the Customer's responsibility and are to be completed with the specification given by Intuitive Surgical prior to the installation date.

2.2 Payment terms are net 30 days from Intuitive Surgical's invoice date. The price includes: the System upgrade, the initial installation at Customer's facility and a one (1) year warranty for manufacture defect. All taxes and shipping charges are the responsibility of the Customer and will be added to the invoice, as appropriate. Delivery is subject to credit approval and inventory availability. Standard shipping terms are FCA from Intuitive Surgical™ warehouse. A \$9.95 handling charge will be applied for any shipments using a customer designated carrier.

3) I&A Terms and Conditions:

3.1 To place an order, please fax Purchase Order to Intuitive Surgical Customer Service at 408-523-2377 or submit through the Global Health Exchange (GHX). Payment Terms Net 30 Days from invoice date. Delivery is subject to credit approval by Intuitive Surgical. Estimated 2-Day standard delivery. Standard shipping terms are FCA from Intuitive Surgical™ warehouse and are subject to inventory availability. Advanced instrumentation will be delivered upon Customer's completion of the advanced instrument training verification. Pricing is subject to applicable shipping costs and taxes. Pricing is subject to change without notice. A \$9.95 handling charge will be applied for any shipments using a customer designated carrier.

4) Return Goods Policy :

4.1 All returns must be authorized through Intuitive Surgical Customer Service, please call 800-876-1310 to obtain a Return Material Authorization Number (RMA#). All items must be accompanied with valid RMA# for processing and are requested to be received within 14 days of issuance or the RMA could be subject to cancellation. Intuitive Surgical will prepay for the return of the defective instruments. Upon identification of a defective instrument, please call Intuitive Surgical Customer Service within 5 business days. Prior to returning to Intuitive Surgical, items must be cleaned and decontaminated in accordance with the then current local environmental and safety laws and standards. For all excess inventory returns, items are required to be in the original packaging with no markings, seals intact, and to have been purchased within the last 12 months. Package excess returned inventory in a separate shipping container to prevent damage to original product packaging.

5) Exchange Goods Policy :

5.1 Repairs to Endoscope, Camera Head and Skills Simulators may qualify for Intuitive Surgical advanced exchange program. Please contact Customer Service or send email to CustomerSupport-ServiceSupport@intusurg.com to obtain information on our current exchange program.

6) Credit Policy :

6.1 Intuitive Surgical will issue credit against original purchase order after full inspection is complete. Credit for defective returns:

Intuitive Surgical will issue credit on products based on failure analysis performed and individual warranty terms. For instruments, credit will be issued for the remaining lives, plus one additional life to compensate for usage at the time the issue was identified. Evidence of negligence, misuse and mishandling will not qualify for credit. Credit for excess inventory returns: Excess Inventory returns will be valued at the invoice price less a 15% restocking fee. Original packaging must be unmarked, undamaged and seals intact to qualify for credit. Credit will be issued if the products were shipped less than 12 months prior to return request, the original package is intact and the product is within expiration date. Intuitive Surgical will retain all returned product.

7) Miscellaneous :

7.1 Warranty: Warranties are applied for manufacturing defects. Endoscope, Camera, Simulator, and System upgrades – 1 year warranty. Accessories – 90 day warranty. Instruments: see above for credit.

7.2 Any term or condition contained in your purchase order or similar forms which is different from, inconsistent with, or in addition to these terms shall be void and of no effect unless agreed to in writing and signed by your authorized representative and authorized representative of Intuitive Surgical.

The terms and conditions of this quote, including pricing, are confidential and proprietary information of Intuitive Surgical and shall not be disclosed to any third party without the consent of Intuitive Surgical.

For questions please contact Customer Service at 800-876-1310