



7138 Shady Oak Road
 Minneapolis, MN USA 55344
 ellex.com
 ● 1 952 881 9100 | 1 800 824 7444
 ● 1 952 941 5511

DEPARTMENT OF VETERANS AFFAIRS
 Federal Supply Service
 Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage™, a menu-driven database system. The internet address for GSA Advantage™ is: <http://www.fss.gsa.gov>.

Schedule Title:	Medical Equipment and Supplies	Contractor:	Ellex Inc.	Tel:	(952) 881-9100
FSC Group:	65, Part II, Section A		7138 Shady Oak Road Eden Prairie, MN 55344- 3517	Tel:	(800) 824-7444
FSC Classes:	6510, 6515, 6530, & 6532			Fax:	(952) 941-5511
Contract Number:	V797P-4183B	Contact	Becki Lundquist	Email:	blundquist@ellex.com
Contract Award Date:	March 15, 2009	Contract Expiration Date:	March 14, 2019		

CUSTOMER INFORMATION:

- (1a) **Special Item Number:** A-39
- (1b) **Lowest priced model:** Solitaire Single Port 532 nm Green Laser Console = \$18,800
- (1c) **Hourly Rates:** Not Applicable
- (2) **Maximum order:** None
- (3) **Minimum order:** None
- (4) **Geographic coverage (delivery area):** the 50 United States, D.C., Puerto Rico
- (5) **Point of production:** 82 Gilbert Street, Adelaide Australia, 5000
- (6) **Prices:** Prices Shown Herein Are Net
- (7) **Quantity discounts:** None
- (8) **Prompt payment terms:** Net 30, no discount for early payment
- (9a) **Government purchase cards accepted up to micro-purchase threshold:** YES
- (9b) **Government purchase cards accepted above micro-purchase threshold:** YES
- (10) **Foreign items:** None
- (11a) **Time of delivery:** 2-4 weeks from receipt of order
- (11b) **Expedited Delivery:** Items available for expedited delivery are noted in this price list with (*).
- (11c) **Overnight & 2-day delivery:** Yes. No additional charge.
- (11d) **Urgent Requirements:** Contact the Contractor regarding urgent deliveries
- (12) **F.O.B. point:** Destinations in the 50 United States, D.C., and Puerto Rico
- (13a) **Ordering Address:** 7138 Shady Oak Road
Minneapolis, MN 55344
Tel: (952) 881-9100 or (800) 824-7444 **Fax:** (952) 941-5511
- (13b) **Ordering Procedures:** Orders accepted by fax, mail, or electronic mail with order attachment.
- (14) **Payment address:** 7138 Shady Oak Road
Minneapolis, MN 55344
Tel: (952) 881-9100 or (800) 824-7444 **Fax:** (952) 941-5511
- Wire payments:** Wells Fargo Bank, Eden Prairie, MN 55344 U.S.A. **Tel:** 612-316-3800
Routing: ABA 121000248 **Account #:** 7912537920
- (15) **Warranty provision:**

Ellex warrants systems, accessories and spare parts, to be free from defects in material and workmanship for the period specified in this policy when properly installed, maintained and used for their intended purpose.

This warranty policy applies to systems, accessories and spare parts invoiced by Ellex on or after August 1st, 2008.

Laser Photodisruptor and SLT Systems

The agreed warranty period for laser photodisruptors and SLT is thirty six (36) months (3 years) from the date of the Ellex invoice, plus three months for shipment, storage and final installation. The following current models are included in this category:

- Ultra Qi
- Ultra Q Reflexi
- Tangoi
- Soloi

Laser Photocoagulator Systems

The agreed warranty period for laser photocoagulators is twenty four (24) months (2 years) from the date of the Ellex invoice, plus three months for shipment, storage, and final installation.

The following models are included in this category:

- Integre®
- Integre Duoï
- Solitaireï

Accessories

Accessories are divided in two sub-categories: A and B.

Category A

The agreed warranty period for Category A accessories is twenty four (24) months (2 years) from the date of the Ellex invoice, plus three months for shipment, storage and final installation, when purchased and invoiced with an associated laser system. If purchased separately, a twelve (12) month (1 year) warranty period applies.

The following accessories are included in Category A:

- Total Solutionï tables
- Magnification changer (3-position and 5-position)
- Co-observation tube
- Beam splitter
- 35mm camera adaptor
- Video camera adaptor
- Safety filters
- Carry cases and safety glasses.

Category B

Accessories in this category have an agreed warranty period of twelve (12) months (1 year) from the date of the Ellex invoice, plus three months for shipment, storage, and final installation.

The following accessories are included in Category B:

- Laser Indirect Ophthalmoscope (LIO) and Slit Lamp Adapters (SLA) Haag Streit and Zeiss types for Integre® and Solitaireï
- Safety Filters
- Ellex 30XLï slit lamp
- Cart
- Table mount and accessories for Solitaireï
- Laser lenses and model eyes.

Spare Parts

Spare parts are divided in five subcategories:

1. General spare parts
2. YAG laser cavities
3. Photocoagulator laser cavities
4. Spare fibers
5. Reconditioned spare parts.

General Spare Parts:

Parts in this subcategory have an agreed warranty period of twelve (12) months (1 year) from the date of the Ellex invoice, plus three months for shipment, storage and final installation. This applies to all spare parts contained in the Official Published Ellex Spare Parts List (except the laser cavities).

YAG Cavities: These spare parts have an agreed warranty period of thirty six (36) months (3 years) from the date of the Ellex invoice, plus three months for shipment, storage and final installation.

Photocoagulator Laser Cavity and Optics Bench: These spare parts have an agreed warranty period of twenty (24) months (2 years) from the date of the Ellex invoice, plus three months for shipment, storage and final installation.

Spare Laser Fibers: Fibers have an agreed warranty period of twelve (12) months (1year) from the date of the Ellex Invoice, plus three months for shipment, storage and final installation. There is no warranty for broken fibers and burnt fibers shall be assessed individually to determine if there is a manufacturing fault.

Reconditioned and Repaired Spare Parts: Parts in this subcategory have an agreed warranty period of three months from the date of the Ellex invoice, plus three (3) months for shipment, storage and final installation.

Consumables

The agreed warranty period for consumables is single-use only and is only warranted up to the %use by+date as labelled on the consumable.



Demonstrator Systems

The agreed warranty period for Demonstrator systems of any model is as per the agreed period specified above. Any customer that takes delivery of a demonstrator product from Ellex shall sign a statement agreeing to the clause below and accepting liability for any damages or failures excluded from the warranty.

Demonstrator system warranty covers all failures occurring during routine operation of the unit due to a failure or wear and tear attributed to parts, assembly or workmanship from the production process. It specifically excludes any damage caused by the user due to operator error, incorrect operation and use that is not in accordance to instructions in the operator manual.

Limited Warranty Conditions

Ellex accepts responsibility for the cost of replacement parts and labour undertaken by Ellex staff on warranty repairs under the following conditions:

1. Ellex warrants that for the period as described above, from invoice date, that all products, accessories, spare parts and consumables will be free from defects in workmanship and materials.
2. This warranty is subject to proper use, operation and maintenance of such Product in accordance with the applicable operator and service manuals, and shall not apply if such Product has been damaged after delivery, or misused, altered, acts of God, disassembled or serviced by any person other than Ellex or an Ellex-trained service technician or warranty claim is delivered to Ellex after the expiration of the applicable warranty period.
3. Ellex's sole obligation under this warranty shall be, at the sole discretion of Ellex, to replace or repair either the defective Product or the part of the Product which is defective upon the return of such defective Product or Product part to Ellex.
4. Software will be warranted as provided in this clause for 90 days from delivery.
5. The fault must be verified and acknowledged by the Ellex Service Department before warranty status is applied to the product. This shall be communicated to the customer in writing before the delivery of a replacement part or the commitment in repairing a system is given.
6. In certain circumstances, Ellex may at its discretion, elect to extend the warranty period on particular products, and shall advise this in writing to the customer. The Warranty Period for a System, Accessory or Spare Part is not cumulative. The replacement of a module, part or system during the warranty period does not constitute an extension of the original warranty period.
7. Situations and special circumstances often make warranty decisions difficult, therefore, the Ellex company policy is to review requests individually and on merit.

(16) **Export packing charges:** FREIGHT CHARGES ONLY

(17) **Terms / conditions of Government Commercial credit card acceptance:** N/A

(18) **Terms/conditions of rental, maintenance, and repair:**

Rental: N/A

Maintenance: Keep console and accessories clean. See (23) below for product specific requirements.

Repair: Please call Customer Service Dept. (800) 824-7444 to request telephone assistance to determine nature of problem. If component is returned to vendor, a Return Authorization Number (RA#) is required and will be issued from the Service Department. For those products requiring field service customer contact details including name, address and telephone number need to be provided. For those products being returned for service at the vendor location and requiring a loaner system refer to the following schedule and costs:

Products on the following list are serviced in the field by a qualified vendor service representative at the customer's location:

- Ultra Q YAG laser
- Ultra Q Reflex YAG laser
- Tango SLT/YAG laser
- Solo SLT laser
- Integre S green laser
- Integre Duo green/red laser

Flat fee labor/travel cost determined by distance from local service center:

- | | |
|--|------------|
| • Up to two (2) hours | \$ 950.00 |
| • Between two (2) hours and four (4) hours | \$1,150.00 |
| • Greater than four (4) hours | \$1,250.00 |

All service required in Alaska, Hawaii, Puerto Rico or other US government facilities outside the continental US will be quoted a price for travel, labor and parts (out of Warranty) in or out of warranty and a purchase order will be provided by the customer before service is scheduled.

Products on the following list must be returned to vendor location for service:

- Solitaire green laser

Flat fee labor cost is \$400.00 when the Solitaire system is returned to Ellex, Inc. at 7138 Shady Oak Road, Minneapolis, MN 55344 when out of warranty. During the first year of the initial warranty Ellex covers standard overnight shipping at no cost from and to the end user. After the first year the customer will pay all shipping charges to and from the Ellex, Inc. place of business. In the case of warranty work during the first year a loaner will be provided at no charge including shipping to and from the customer location. Loaners are subject to availability.



- (19) **Terms/conditions of installation:** Ellex Inc. representative will unpack, set-up and train staff on use of consoles and accessories for all USA installations.
- (20) **Terms/conditions of repair parts:** NO REPAIR LISTS, NO DISCOUNT FOR OUT OF REPAIR PARTS/LABOR. During 2-year warranty, contractor pays shipping for first year after which Government installation pays shipping. The parts will be installed (except for Solitaire lasers to be returned to factory for repair) at the Government installation by a vendor qualified service representative.
- (20a) **Terms & conditions of Returns:** Items may be returned within 30 days and are subject to a 10% restocking fee.
- (21) **List of service and distribution point(s):** Service is performed and scheduled at and from the headquarters in Minneapolis, MN. Distribution is solely provided direct from the manufacturer.
- (22) **List of participating dealers:** None
- (23) **Preventative maintenance:** Preventative maintenance (PM) and calibration is required according to the following schedule:
- | | | |
|---|-----------------------|---|
| ☆ | Ultra Q YAG laser | PM required twice (2) per year |
| ☆ | Ultra Q Reflex laser | PM required twice (2) per year |
| ☆ | Tango SLT/YAG laser | PM required twice (2) per year |
| ☆ | Solo SLT laser | PM required twice (2) per year |
| ☆ | Solitaire green laser | PM required once (1) per year (return to Ellex in Minneapolis, MN for all PM) |
| ☆ | Integre S | PM required twice (2) per year |
| ☆ | Integre Duo | PM required twice (2) per year |
- (24a) **Environmental attributes:** N/A
- (24b) **Year 2000 (Y2K) compliant:** Yes
- (25) **Data Universal Number System (DUNS) Number:** 88-368-3146
- (26) **Notification regarding registration in (CCR) Database:** Yes



- (15) **Warranty provision:** Each Eye Cubed System carries a full 2-YEAR WARRANTY on all components including peripheral accessories included in the Eyecubed System purchase. Peripheral accessories typically included in the original purchase and thereby included in the 2-year warranty include: A-scan probes, B-scan probes, printer, monitor, equipment cart, keyboard, mouse, power transformer, scleral shells, and footswitch. If warranty service is required, Ellex Inc. will pay all shipping charges to repair or replace defective equipment. There are no fees for loaner components required while under warranty.

All Eye Cubed peripheral accessories purchased individually or separately from an Eye Cubed System carry a 1-year warranty.

Accessories that are damaged (beyond normal wear and tear) are not covered under warranty. Specific exclusions to warranty coverage include the following examples:

- Damage to probe cables and footswitch cables not related to a manufacturing defect.
- Damage to probe transducer or transducer carriage due to impact. (dropped probe)
- Damage to 10 MHz B-scan probe soft membrane due to impact. (dropped probe)

- (16) **Export packing charges:** FREIGHT CHARGES ONLY

- (17) **Terms / conditions of Government Commercial credit card acceptance:** N/A

- (18) **Terms/conditions of rental, maintenance, and repair:**

RENTAL: N/A

MAINTENANCE: Keep console and accessories clean

REPAIR: Call Customer Service Dept (800) 824-7444 to request telephone assistance to determine nature of problem. If component is returned to Ellex, a Return Authorization number (RA#) is required and will be issued from Service Dept. If a loaner is requested, one will be provided at No Charge and Government will pay shipping in both directions for receipt and return of N/C loaner equipment.

- (19) **Terms/conditions of installation:** Factory representative will unpack, set-up and train staff of use of unit and accessories for all USA installations.

- (20) **Terms/conditions of repair parts:** NO REPAIR PRICE LISTS, NO DISCOUNT FOR OUT OF WARRANTY REPAIR PARTS/LABOR. During 2-year warranty, contractor pays shipping for first 90-days, after which Government installation pays shipping. Non-warranty repair will be billed at \$500/hour plus parts and shipping.

- (20a) **Terms and conditions of Returns:** Items may be returned within 30 days & are subject to a 10% restocking fee. No restocking fee or return shipping charges will apply in the event of shipping errors caused by the contractor.

- (21) **List of service and distribution point(s):** Service is performed at Ellex Inc. Eden Prairie, MN USA. Distribution is solely provided direct from Ellex Inc, Eden Prairie, MN USA.

- (22) **List of participating dealers:** NONE

- (23) **Maintenance:** Keep console and accessories clean. See (27) below for product specific requirements.

- (24a) **Environmental attributes:** N/A

- (24b) **Year 2000 (Y2K) compliant:** YES

- (25) **Data Universal Number System (DUNS) Number:** 88-368-3146

- (26) **Notification regarding registration in (CCR) Database:** YES

- (27) **Preventative maintenance:** Preventative maintenance (PM) and calibration is required according to the following schedule:

- ✦ Eye Cubed Ultrasound PM required twice (1) per year