Veterans Administration / General Services Administration
Federal Supply Schedule Price List

Contract period July 1, 2010 to July 31, 2017
Includes Modification 0068 (Cumulative)
Approved January 1, 2017

FSC Group 65IIA: Medical Supplies and Equipment
Contract Number: V797P-4299b
Contract Period: July 1, 2010 – July 31, 2017

Contractor: Buffalo Supply, Inc.
1650-A Coal Creek Drive
Lafayette, CO 80026
Phone: 800-366-1812
FAX: 303-666-8518

Distributor For: Bausch + Lomb, Rochester, NY
Boston Scientific Corporation, Marlborough, MA
Integra Surgical Instruments, Plainsboro, NJ
STERIS Corporation, Montgomery, AL
Stryker Spine, Allendale, NJ
1. **Special Item Number(s):**

2. **Minimum Order:** There is no minimum order fee

3. **Quantity Discount(s):** None

4. **Warranty/Guarantee:** Please See Attached Chart

5. **Ordering Procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules)

6. **Geographic Coverage:** All 50 States, Washington, DC, Puerto Rico and DOD facilities worldwide

7. **Export Packaging Charges:** Please contact Buffalo Supply Customer Service with Specific details for pricing

8. **Points of Production:** BE, CA, CH, DE, FR, GB, and US

9. **Terms and Conditions of Government Purchase card acceptance:** Credit Card Number and Expiration date must be given at time of order

10. **Installation:** Standard Setup of equipment is included in the FSS price. Standard Setup includes set-up of equipment in the government facility, testing of set-up equipment to ensure the equipment is functioning properly, and training of staff on the responsible usage of the ordered equipment. Prices do not include any alteration to the building (i.e. installation of electrical wiring). The Ordering facility agrees to provide, at its expense, an environment that ensures the proper functionality of the ordered equipment (i.e. sufficient power supply, telephone or other communication lines and adequate space).

11. **FOB Destination points:**
   - 48 contiguous states, DC, and POE AK, HI and PR
     - Integra Surgical Products in SINs A-8a, A-8b, A-80
     - Steris Products in SINs A-79, A-80
     - Stryker Spine Products in SINs A-8(b), A-20(c)
   - 50 states, DC, AK, HI & PR
     - Boston Scientific Corporation (formerly AMS) Products in SINs A-8a and A-20c
     - Bausch & Lomb Products in SIN A-8b

12. **Delivery Time:**
   - b. Expedited Delivery: Call for details.

13. **Maximum Order:**
   - $50,000 for SIN A-84, A-85
   - $100,000 for SIN A-8a, A-8b, A-20c, A-79, A-80

14. **Payment Address:**
    - Buffalo Supply, Inc.
    - 1650 A Coal Creek Drive
    - Lafayette, CO  80026-2783

15. **DUNS Number:** 10-907-0714

16. **Federal Tax Identification Number:** 73-1148206

17. **Registered in the Central Contractor Registration Database & ORCA

18. **Discount from Commercial Price List:**
   - A-8a – Range 13% - 18%
   - A-8b – Range 2% - 85%
   - A-20c – Range 11% - 61%
   - A-79 – Range 5% - 57%
   - A-80 – Range 2% - 76%
   - A-84 – Range 20%-30%
   - A-85 – Range 25% - 33%

19. **Return/Exchange Goods Policy:** Authorization must be obtained before returning merchandise for credit. This authorization can be obtained from Buffalo Supply, Inc., 1-800-366-1812. Please note the following when returning:
   - a. Return form number
   - b. Original invoice number or original purchase order number
   - c. Name and address of returning organization
   - d. Reason for product return

20. **Government Commercial Credit Card:**
   - (a) Credit Card: Accepted for orders above or below the micro-purchase threshold, but only if given at time of order
   - (b) Credit Card Order(s) Additional Discount: None
   - (c) Must be given at time of order

21. **Prompt Payment Discount:** 1/2 percent 20 days, Net 30 days

22. **Foreign Items:** None

23. **All Operational Aspects are Year 2000 Compliant**
## Warranty Information

<table>
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<tr>
<th>SIN</th>
<th>Warranty</th>
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<tbody>
<tr>
<td>A-8a and A-20c Provided by Boston Scientific Corporation (formerly AMS)</td>
<td>Boston Scientific Corporation (formerly AMS) represents and warrants to Purchaser that except as may otherwise be provided herein, the Products will be free from defects in design, manufacturing, materials and workmanship prior to the expiration date shown on the package, and are warranted only for a single use. Boston Scientific Corporation (formerly AMS) will issue credit if product is found to be unusable due to a material or workmanship defect, provided that the defect is verified upon receipt of product and inspection by the manufacturer.</td>
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<td>All sales are final except as set forth below. The Returned Goods Policy covers all products manufactured or distributed by Boston Scientific Corporation (formerly AMS), including, but not limited to Erectile Restoration products (implantable devices, surgical instruments and diagnostic systems); Continence and Pelvic Restoration Products (implantable devices and surgical instruments); and Prostate/Endourology products (stents, delivery systems, disposables and surgical/procedural instruments).</td>
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<td>In its sole discretion, Boston Scientific Corporation (formerly AMS) may authorize the return of product for credit, but only if Boston Scientific Corporation (formerly AMS) has issued a Returned Goods Authorization and upon the following conditions:</td>
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<td>A. Opened but Unused Inventory (outer packaging opened/non-sterile), if product is found to be unusable due to a material or workmanship defect and Boston Scientific Corporation (formerly AMS) verifies the defect upon receipt and inspection; or</td>
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<td>Stock Inventory (usable, unopened, sterile), subject to the following minimum requirements:</td>
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<td>- Product was purchased within thirty (30) days of request for return.</td>
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<td>- Product is packaged as sold (with the Boston Scientific Corporation (formerly AMS) sterile seal intact).</td>
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<td>- Product is a current inventory item of Boston Scientific Corporation (formerly AMS)</td>
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<td>- Product has a 6 (six)-month or more shelf life remaining.</td>
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<td>All returns may be subject to a 15% re-stocking fee (at Boston Scientific Corporation (formerly AMS)’ discretion). The issuance of a Returned Goods Authorization does not obligate Boston Scientific Corporation (formerly AMS) to provide credit. The amount of credit, if any, shall be determined by Boston Scientific Corporation (formerly AMS) after receipt and inspection of product. Credit issued may be applied, in Boston Scientific Corporation (formerly AMS)’ discretion, toward future purchase or toward any past due amount owed to Boston Scientific Corporation (formerly AMS). Credit must be used within one year from date of issue. No product will be accepted for return without a Returned Goods Authorization.</td>
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<tr>
<td>A-8b Provided by Bausch &amp; Lomb</td>
<td>NEW INSTRUMENT WARRANTY: Bausch + Lomb hand held microsurgical instruments are warranted for a lifetime against defects in material and workmanship when used for their intended surgical purpose. Bausch + Lomb will repair or replace, at its option, any surgical instrument found to be defective in materials or workmanship. BAUSCH + LOMB IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE PRODUCT DUE TO IMPROPER STERILIZATION, CARE AND HANDLING, OR MISUSE. NEW AND REPAIRED DIAMOND BLADES ARE EXCLUDED FROM WARRANTIES.</td>
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<td>INSTRUMENT REPAIR WARRANTY: Instrument repairs performed by Bausch + Lomb are warranted for a period of 30 days from date of the repair invoice. BAUSCH + LOMB IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE PRODUCT DUE TO IMPROPER STERILIZATION, CARE AND HANDLING, OR MISUSE. NEW AND REPAIRED DIAMOND BLADES ARE EXCLUDED FROM WARRANTIES.</td>
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Stryker warrants solely to Hospital that the Instruments and Products meets Stryker’s design and manufacturing specifications and, if labeled as sterile, meets Stryker’s specifications for sterilization. Due to numerous factors involved in the shipment and delivery of the Products, the implantation of the Products, including surgical technique and operative conditions, as well as internal and external biological and biomechanical considerations relevant to the recipient, except as set forth in the immediately preceding sentence, STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS AND INSTRUMENTS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. STRYKER WILL NOT BE LIABLE TO THE GOVERNMENT IN A BREACH OF WARRANTY ACTION FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

JARIT® PRODUCTS
JARIT Warranty: All JARIT Instruments are unconditionally guaranteed against defects in material and workmanship. JARIT will, at its option and without charge, either repair or replace any instrument that JARIT determines to be defective in material or workmanship when used for its intended surgical purpose.

All instruments sold by JARIT are warranted only to the original purchaser and only against defects in workmanship or materials which under the intended use render such instruments inoperable. All JARIT CARB-BITE™ and JARIT CARB-EDGE™ instruments are further warranted for a period of three (3) years under normal use. Should any adjustment become necessary during the warranty period, CARB-EDGE Scissors will be resharpened, and CARB-BITE Needle Holder jaw inserts will be replaced, without charge.

All JARIT Supercut™ Scissors are further warranted for a period of one year under normal use. Should any resharpening become necessary during this warranty period, JARIT will provide this service without charge. A nominal charge will be made for sharpening after expiration of this warranty. JARIT Supercut Scissors will be date-stamped for control.

The autoclavable feature of the Autoclavable Laparoscope is covered under a special one (1) year limited warranty.

This Guarantee/Warranty shall be void in the event any JARIT instrument is used for purposes other than as originally intended is not maintained or cleaned properly, is damaged as a result of misuse or accident, or is repaired or altered by unauthorized persons.

The above is a limited warranty, and it is the only warranty made by JARIT. JARIT makes no other warranty, express or implied, including any warranty of merchantability and fitness for a particular purpose, as well as any express or implied warranty to patients. JARIT shall have no liability in a breach of warranty action for consequential, exemplary or incidental damages even if it is aware of the possibility of such damages. No warranty or guarantee may be created by any act or statement nor may this warranty be modified in any way, except as a result of a writing signed by an officer of JARIT. These limitations on the creation or modification of this warranty may not be waived or modified orally or by any conduct. The stated express warranty is in lieu of all liabilities or obligations of JARIT arising out of, or in connection with, the delivery, use or performance of any JARIT instrument. JARIT neither assumes nor authorizes any representative or other person to assume for it any other liability in connection with JARIT’s products.

LUXTEC® PRODUCTS
LUXTEC Warranties:
300 Watt Xenon Light Sources = 3 Years
150 Watt Xenon Light Source = 3 Years
Camera = 1 Year
Headlight Systems = 18 Months
Cables = 18 Months
Sony Warranty = 1 Year
Surgical Loupes = 3 Years

LIMITED WARRANTY REPAIR AND RETURN
Luxtec warrants that the new MLX light source shall be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of shipment. Luxtec’s sole and exclusive liability under the warranty shall be, at Luxtec’s option, either to repair any component which fails during the warranty period due to any defect in workmanship or material F.O.B. factory if:

1. Customer reports such defect to Luxtec in writing within a reasonable time after the defect was discovered or should have been discovered, and before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item,

2. If requested by Luxtec, customer returns equipment to Luxtec with shipping charges and,

3. Upon inspection, Luxtec finds the equipment to be defective.
This warranty is contingent upon normal and proper use of the equipment. It does not cover equipment that has been modified with non-Luxtec parts without the written approval of Luxtec, subjected to unusual physical or electrical stress. This warranty is non-transferable unless authorized in writing by Luxtec.

Luxtec reserves the right to make design changes on its products without liability to incorporate said change in Luxtec products previously designed or sold.

Upon receipt of the product, it should be carefully inspected. If any defect is discovered, notification must be given within a reasonable time after the defect was discovered or should have been discovered, and before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item to the manufacturer or authorized distributor.

This device must be clean and decontaminated prior to return to Luxtec. Luxtec reserves the right to return unrepaircd any equipment that is contaminated with blood or other organic material.

**OMNI-TRACT® PRODUCTS**

Limited Warranty. Omni-Tract Surgical warrants to the Buyer that its products will be free from defects in materials and workmanship under normal use and service in their intended surgical purposes and only when maintained in accordance with recommended maintenance procedures. Product wear from normal use is excluded from the terms of this limited warranty. In addition to the limited warranty printed on this page, disposable products are warranted to be in sterile condition provided the package in which the product is contained is intact in its original sealed state and the expiration date has not been surpassed. At Omni-Tract Surgical’s option, any product that proves defective in workmanship or materials during the warranty shall be repaired or replaced. All returns require a return authorization number. This warranty is void if failure of the product has resulted from accident, abuse, misapplication, negligence, or if the product has been damaged repaired or altered outside of Manufacturer’s facility.

Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN ITS WRITTEN LIMITED WARRANTY, OMNI-TRACT SURGICAL MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OTHER THAN ITS INTENDED PURPOSE, NON-INFRINGEMENT, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR ANY OTHER MATTER. No employee or representative of Omni-Tract Surgical shall have the authority to bind Omni-Tract Surgical to any warranty or representation, except as expressly stated herein.

LIMITATION OF REMEDIES. OMNI-TRACT SURGICAL SHALL HAVE NO LIABILITY TO BUYER IN A BREACH OF WARRANTY ACTION FOR, AND BUYER HEREFIN EXPRESSLY WAIVES, ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, INCLUDING, WITHOUT LIMITATION, FORSEEABLE BUSINESS LOSSES, LOSS OF PROFITS AND RELIANCE DAMAGES.

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<th>A-79, A-80, A-84 and A-85 Provided by Steris</th>
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A. Supplier warrants capital equipment to be free from defects in material and workmanship under normal use and operation for a period of one year after date of shipment to Customer. Supplier’s sole warranty with respect to all other Products is that Products comply with Supplier’s specifications for a period of 90 days from the date of shipment, unless the Product is subject to an expiration date, in which case the expiration date shall apply. Supplier’s warranties do not apply to damage resulting from unauthorized installation, accident, casualty, alteration, misuse, or failure to follow Supplier’s written instructions. No other express warranty is made with respect to the Products. If any model or sample was shown to Customer, such model or sample was used merely to illustrate the general type and quality of the Products and not to represent that the Products would necessarily conform to the model or sample in all respects. ENTIRE WARRANTY: SUPPLIER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SUPPLIER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. SUPPLIER SHALL HAVE NO OTHER LIABILITY, DIRECT OR INDIRECT, OF ANY KIND, INCLUDING LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

B. Customer’s sole and exclusive remedy for breach of the foregoing warranties shall be the repair or replacement and reinstallation of defective parts (with the exception of items normally considered to be expendable such as filters, fuses, gaskets, lamps, printer paper, printer ribbons, ink, lubricants, charts, etc.), or, at the Supplier’s option, to refund the purchase price; provided (1) the Product has not been altered or modified by other than Supplier, (2) it has been properly stored, installed, maintained and operated within the limits specified by Supplier, and (3) Customer promptly sends to Supplier notice of defect and satisfactory proof thereof, including allowing Supplier the opportunity to inspect the Products, and in the event of repair or replacement, returns the product to Supplier, freight prepaid. Defective parts replaced by Supplier shall become the property of the Supplier. Repaired or replacement parts will be shipped to the Customer FOB point of shipment.
C. If the Product sold is not manufactured by Supplier, Supplier will extend to the Customer the same warranty protection Supplier received from the original manufacturer.

D. Supplier is not responsible for any warranty work, repairs, replacements, or other work, or charges relating thereto, that have not been authorized by Supplier in writing.

E. NEITHER SUPPLIER NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES FOR LOSS OF USE ARISING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF CONTRACT, MATERIAL OR OTHERWISE, OR FROM ANY TORTIOUS ACTS OR OMISSIONS OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, AND IN NO EVENT SHALL THE LIABILITY OF SUPPLIER EXCEED THE PRICE OF THE DEFECTIVE PRODUCT OR OF THE PRODUCT SUBJECT TO LATE DELIVERY.

| International Orders | All items under warranty must be shipped to the manufacturer’s facilities at the customer’s expense for service under the terms of the applicable warranty. |