

7139



UMDNJ
UNIVERSITY OF MEDICINE &
DENTISTRY OF NEW JERSEY

For Legal Review
RECEIVED

JUN 25 2009

CONTRACT APPROVAL FORM

Date: 6/23/09

PURCHASE ORDER NOT TO BE PROCESSED,
UNDER THIS WAIVER UNTIL SUPPORTING
CONTRACT IS FULLY EXECUTED.

Vendor Name: Codonics

Requisition #: R0182611

Contract #: C10-021

Bid/Waiver #: W10-054

Buyer A. Bober

asm 6/24/09

Comments: 5 Year Lease and Service Warranty Agreement - Total \$31,755

Olga Pinski sign

amended at 1 location

W 6/25/09



17991 Englewood Drive
Middleburg Heights, Ohio 44130
440-243-1198

February 26, 2009

Dr. Alexander Jacobs
Chief Physicist
University Of Medicine & Dentistry of NJ
195 So. Orange Avenue
Newark, NJ 07103

Dear Dr. Jacobs:

This letter of intent is between Codonics and University Of Medicine & Dentistry of NJ, known as UMDNJ, for the services we have discussed, as follows:

Codonics Products and Services:

Please see attached quotation # CL2294

Terms:

Codonics agrees to provide and install equipment at no charge.

In order to provide equipment installation at no charge, installation must be coordinated with Codonics so that it can occur on consecutive days. A charge to cover travel expenses will be necessary for multiple trips.

UMDNJ agrees to purchase 5 years of Codonics' Sunrise Express Warranty Service in 5 payments of \$6351. The first payment is due in the third month after installation. Upon completion of the 5 year agreement, UMDNJ will own the equipment.

UMDNJ may cancel the Service Agreement at any time with a cancellation notice and payment of a pro-rated amount of the equipment based on the original list price.

Codonics products and services will provide University Of Medicine & Dentistry of NJ's referring clinicians the best possible communication tools in the most cost efficient manner.

I look forward to a long and mutually rewarding business relationship. As always, please feel free to contact me at 908-334-0813 if you have questions or concerns.

Sincerely,

Cesar
Regional Sales Manager
Codonics



17991 Englewood Drive
Middleburg Heights, Ohio 44130
440-243-1198

February 26, 2009

Dr. Alexander Jacobs
Chief Physicist
University Of Medicine & Dentistry of NJ
195 So. Orange Avenue
Newark, NJ 07103

1. This agreement is made between University Of Medicine & Dentistry of NJ, 195 So. Orange Avenue, Newark, NJ 07103 (Participant / UMDNJ) and Codonics, Inc. of Middleburg Heights, Ohio (Codonics) for Participant to purchase service on equipment provided by Codonics. Terms of this agreement are confidential.
2. Codonics agrees to install at Participant the Equipment listed in Quotation CL2294 valued at \$58110 (excluding options) at no cost. UMDNJ will purchase service from Codonics for the Equipment as agreed to herein.
3. Codonics will provide service on the Equipment per its Horizon Sunrise Express Limited Warranty. Codonics General Terms and Conditions of Sale (a copy of which is attached hereto and incorporated as a part hereof) will govern other terms and conditions not specifically mentioned in this document. The order of terms precedence is: this document, then the Warranty, then the General Terms.
4. Warranty Service Costs. Warranty Service is \$6351 per year for 5 years. This is a non-cancelable 5-year agreement. Payments are due within 15 days of invoice date (net 15).
5. Upon expiration of the initial 5-year term of the agreement, warranty service may be purchased at Codonics' rate in effect at the date for the applicable renewal.
6. Early cancellation. Participant may cancel this agreement with 30 days written notice subject to accelerated payment of any remaining installments due per paragraph 4.
7. Installation. In order to reduce Codonics installation cost, Participant is required to coordinate installation of all units on consecutive days over a single installation period. Multiple trips will require an additional billing of \$1,200 per day after the first installation day(s).
8. Taxes and Title: Participant is responsible for any local property taxes on the Equipment that are due as a result of this agreement. If property taxes are paid by Codonics they will be billed back to Participant. Title: At the completion of this contract, and after final service payment, Participant may take full title to the equipment at no further cost.
9. Default. If Participant should default in the performance of any of its obligations contained herein, and such default remains uncured after 60 days notice, Codonics may cancel this agreement and accelerate all installments (as provided per paragraph 4) which have not been paid and all said amounts shall be paid immediately by Participant to Codonics.
10. Disclaimer. Codonics expressly disclaims any duty as an insurer of the Equipment and Participant shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, specifically but not limited to loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural force or any other negligent act of Participant or its agents and /or service conducted by personnel other than those of Codonics or its agents.

11. ~~Attorneys Fees and Late Payment fees: Participant shall pay all of Codonics costs in the collection of any amount due herein in the recovery of any property pursuant hereto or in the enforcement of its rights against Participant, including reasonable attorney's fees, whether or not suit be brought. Late payments are subject to a 2% per month service charge for payments not timely received - 15 days grace period is automatically given for each months billing. That is, payment must be received by 30th day following billing.~~

INITIAL HERE
/s/ [Signature] [Date]

12. Notice: All notice required or allowed under this Agreement shall be sent to the following addresses:
To Participant: Attn: Chief Physicist at the address in paragraph 1.
To Codonics: Attn: Rental Contracts, 17991 Englewood Drive, Middleburg Heights, Ohio 44130

Agreed to By the Parties on the Dates Below

Codonics, Inc.

By: _____ Date: _____

Printed Name & Title

University Of Medicine & Dentistry of NJ

By: [Signature] Date: 6-30-03

Francis X. Colford
Vice President for
Finance and Treasurer

Printed Name & Title

[Signature]
Approved As To Legal Form

University Of Medicine & Dentistry of NJ

Service Payments

Period Number of Years	Annual	Quarterly	Monthly
Three	\$ 9,684	\$ 2,508	\$ 843
Four	\$ 7,596	\$ 1,967	\$ 661
Five	\$ 6,351	\$ 1,645	\$ 553

No payments first two months.

The first payment will be billed the 1st day of the third month after installation.

Payments are due 15 days after billing.



17991 Englewood Drive
 Middleburg Heights, OH 44130
 Phone: (440) 243-1198
 Sales: (800) 444-1198
 Fax: (440) 243-1334
 Email: info@codonics.com
www.codonics.com

QUOTATION

To: Dr. Alexander Jacobs
 Chief Physicist
 Department Of Radiology

Presented By: Cesar L. Lopez
 Date: February 17, 2009
 Quote Number: CL2294
 Expiration Date: July 31, 2009

University of Medicine &
 Dentistry of New Jersey
 195 South Orange Avenue
 Newark, NJ 07103
 Phone: 973.972.0496
 Fax:
 E-Mail: jacobsaf@umdnj.edu
 CC:

Horizon <i>Ci</i>				
Part #	Description	Qty	List Price	Discount Price
Horizon <i>Ci</i>	The Horizon <i>Ci</i> Large Format Dry Imager is an intelligent, desktop-sized, <i>grayscale</i> and <i>color</i> hardcopy device that produces diagnostic quality medical prints on a variety of media types. The imager is compatible with many industry standard protocols including DICOM and Windows network printing. High speed image processing, networking, and spooling are standard.	1	\$37,945. ⁰⁰	*\$30,255. ⁰⁰
H-DICOM	Permanent DICOM Key for Horizon Series Printers. Includes license for up to 24 connections.	1	\$5,000. ⁰⁰	Included
H-PS	Permanent PostScript Key for Horizon Series Printers.	1	\$2,500. ⁰⁰	Included
CABLE-X10BT	Cable, Twisted Pair, Ethernet Cross over, 25 foot	1	\$19. ⁰⁰	Included
CABLE-S10BT	Cable, Straight Through Ethernet Cable 25' Twisted Pair	1	\$19. ⁰⁰	Included
H-INSTALL	On-Site installation by Codonics personnel	1	\$2,500. ⁰⁰	\$1,500. ⁰⁰
H-DPT-1	Horizon, global, depot single swap, year 1	1	Included	Included
H-DPT-2-5	Horizon, global, depot single swap, years 2 through 5	1	\$10,127. ⁰⁰	Included
		Total:	\$58,110.⁰⁰	*\$31,755.⁰⁰