

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **15th day of June 2005**, by and between **Cardiac Science, Inc.**, whose address is **1900 Main Street, Suite 700, Irvine, CA 92614** ("Seller") and **THE CITY OF NAPLES**, a Florida municipal corporation, the address of which is **735 Eighth Street South, Naples, Florida 34102** ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on the Description/Proposal attached hereto and made a part of as Exhibit "A" subject to such terms as are set forth in the Description/Proposal and in this Agreement.

2. **Acceptance; Purchase.** Buyer shall accept the goods and pay **an amount of \$61,667.05** for the goods in accordance with the terms of this Agreement.

3. **Identification of Goods.** Identification of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.

4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within 30 days after the goods are received by Buyer.

5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at **City of Naples, Police and Emergency Services Department, 355 Riverside Circle, Naples, FL. 34102**. Delivery of the goods to Buyer shall occur on a business day and shall not occur after 3:15 p.m. on the delivery day.

6. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.

7. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.

8. **Warranty of Title.** Seller warrants that at the time of signing this Agreement, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.

9. **Product Warranty.** Seller provides general warranties of fitness and general warranties, attached hereto and made a part of as Exhibit "B" at the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.

10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for

damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Buyer:

City of Naples
Attention: Dr. Robert E. Lee, City Manager
735 Eighth Street South
Naples, Florida 34102-3796

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be delivered by overnight courier, by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Seller:

Cardiac Science, Inc.
Attention: Michael Gioffredi
1900 Main Street
Suite 700
Irvine, CA 92614

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

15. **Effective Date.** This Agreement shall take effect on the day of execution by the last party to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

ATTEST:

"SELLER":
Cardiac Science, Inc.

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

"BUYER"
City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

AUTOMATED EXTERNAL DEFIBRILLATORS, AS SPECIFIED.
PRICE TO INCLUDE DELIVERY TO THE CITY OF NAPLES

1)	38 AED UNITS:	\$1,195.00 EACH	TOTAL:	\$45,410.00
	MAKE AND MODEL OFFERED: CARDIAC SCIENCE FIRST SAVE 9300D-201			
2)	58 SETS ADULT PADS	\$29.95/SET	TOTAL:	\$ 1,737.10
	MAKE AND MODEL OFFERED: Cardiac Science 9131-001			
3)	58 SETS PEDIATRIC PADS:	\$69.00/SET	TOTAL:	\$ 4,002.00
	MAKE AND MODEL OFFERED: Cardiac Science 9730-002			
4)	3 SETS TRAINING PADS:	\$19.95/SET	TOTAL:	\$ 59.95
	MAKE AND MODEL OFFERED: Cardiac Science 9036-003			
5)	40 HARDCASES:	\$249.00/EA	TOTAL:	\$ 9,960.00
	MAKE AND MODEL OFFERED: Cardiac Science 9157-004			
6)	2 WALL MOUNTS	\$249.00/EA	TOTAL:	\$ 498.00
	MAKE AND MODEL OFFERED: CARDIAC SCIENCE 180-2021-002			

TOTAL BID PRICE: \$61,667.05

INCLUDED AT NO CHARGE:

- 1) DATA CABLE
- 2) SOFTWARE
- 3) ONE FULL SIZE TRAINING UNIT 180-4020-001
- 4) 4 UNITS AS ABOVE, AS TRADE-IN FOR 4 HEARTSTREAM FR1

TIME OF DELIVERY: 14 DAYS ARO.

Limited Warranty for FirstSave AED G3

Limited Warranty

Cardiac Science, Inc. ("Cardiac Science") warrants to the original purchaser that its AEDs and stated battery will be free of any defect in material and workmanship according to the terms and conditions of this Limited Warranty ("Limited Warranty"). For purposes of this Limited Warranty, the original purchaser is deemed to be the original end user of the product purchased. This Limited Warranty is NONTRANSFERABLE and UNASSIGNABLE.

For How Long?

Seven (7) years from the date of the original shipment to the original purchaser for FirstSave AED G3 automated external defibrillators. Disposable defibrillation pads shall be warranted until the expiration date. Lithium batteries (P/N 9146-002) have a full operational replacement warranty of four (4) years from the date of installation into a FirstSave AED G3 (P/N 9300D-201-04). One (1) year from the date of original shipment to the original purchaser for Cardiac Science AED accessories. The terms of the Limited Warranty in effect as of the date of original purchase will apply to any warranty claims.

What You Must Do

Please complete and submit the Warranty Validation Form within 30 days of original shipment located at http://www.cardiacscience.com/products/aed_warranty.cfm. If the purchaser does not have internet access, call (888) 466-8686 or +45.4438.0539.

To obtain warranty service for your product, call us toll free at (888) 466-8686 or +45.4438.0539 seven days a week, 24 hours a day. Our customer service representative will try to resolve your issue over the phone. If necessary, and at our sole discretion, we will arrange for service or a replacement of our product.

What We Will Do

If your Cardiac Science product is returned within 30 days of the date it was purchased, at the direction of a customer service representative, we will replace it with a new product of equal value at no charge to you, provided the warranty applies.

If your Cardiac Science product is returned, at the direction of a customer service representative, after 30 days but within the warranty period, Cardiac Science, at its sole discretion, will repair your product or replace it. The repaired or replacement product will be warranted subject to the terms and conditions of this Limited Warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

Obligations and Warranty Limits

Limited Warranty Obligation: Exclusive Remedy

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF CARDIAC SCIENCE) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY, CONCERNING CARDIAC SCIENCE PRODUCTS, EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY.

YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. CARDIAC SCIENCE SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES, COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS OR PERSONAL INJURY, EVEN IF CARDIAC SCIENCE HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

What This Warranty Does Not Cover

This Limited Warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, alterations, unauthorized service, unauthorized product case opening, failure to follow instructions, improper use, abuse, neglect, fire, flood, war or acts of God. Cardiac Science makes no warranty claim as to the compatibility with Cardiac Science products with non Cardiac Science products.

This Limited Warranty is Void if...

- Any Cardiac Science product is serviced or repaired by any person or entity other than Cardiac Science unless specifically authorized by Cardiac Science.
- Any Cardiac Science product case is opened by unauthorized personnel or if a product is used for an unauthorized purpose.
- Any Cardiac Science product is used in conjunction with incompatible parts or accessories, including but not limited to batteries. Parts and accessories are not compatible if they are not Cardiac Science products or the functional equivalent.

If The Warranty Period Has Expired...

If your Cardiac Science product is not covered by our Limited Warranty, call us toll free at (888) 466-8686 or +45.4438.0539 for advice as to whether we can repair your Cardiac Science product, and for other repair information, including charges. Charges for non-warranty repairs will be assessed and are your responsibility. Upon completion of the repair, the terms and conditions of this Limited Warranty shall apply to such repair or replacement product for a period of 90 days.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.