



Guarantee and Indemnification Policy

Guarantee: Medline Industries, Inc. fully recognizes its responsibilities as a manufacturer of healthcare products and warrants that reasonable care was used in the manufacture of its electro-surgical products. Medline will replace, at no charge, any electro-surgical products which fail to meet Medline's standards of workmanship, materials or design, although Medline will not be responsible for damage after delivery due to accident, improper use or abuse, or failure to follow instructions provided by Medline. Included in this policy are electro-surgical generators, provided that any damage to such generators proven to be solely caused by a defective Medline electro-surgical product or the incompatibility of the Medline product with the electro-surgical generator.

Indemnification: Medline shall defend, hold harmless and indemnify the ACCOUNT for any and all losses, claims, judgments, and expenses (including but not limited to attorneys fees) relating to any claim of personal injury arising from or caused by any defect in the Medline electro-surgical product, provided that each of the following four conditions is satisfied:

(A) such personal injury occurs during a surgical procedure in which the grounding pad is used in accordance with Medline's Instructions for Use and only when used with an active accessory and electro-surgical generator with a functioning patient contact monitoring system designed for use with a split style pad made by one of the following companies: Valleylab, Conmed, Aspen, Bard, Birtcher, NDM, ERBE and Bovie Medical.

(B) the personal injury is not caused by the Account's negligence or intentional misconduct, or as a result of a modification to any of the machines, pads or cable.

(C) the Account notifies Medline of the occurrence within a reasonable time thereafter, and has furnished prompt records of any and all claims of damage allegedly caused by defective Medline electro-surgical products, sent by registered or certified mail addressed to Medline Office of General Counsel, One Medline Place, Mundelein, IL 60060-4485.

(D) Medline controls the defense and resolution of any such claims, and the Account fully cooperates in such defense and resolution.

This agreement shall be valid and binding upon its execution by the ACCOUNT and Medline. This agreement constitutes the final and complete agreement between the ACCOUNT and Medline and it terminates all prior written or oral agreements and understandings as to this agreement's subject matter. Illinois law will apply in interpreting and enforcing this agreement.

Accepted for the Account

Account Name: _____
City, State, Zip: _____
Signature: _____
Name (Please Print): _____
Title: _____
Date: _____

Accepted BY Medline

Medline Representative: _____
Date: _____
Approved for Medline: _____
Title: _____

Returned signed agreement via fax or mail to: Medline Industries, Inc., Anesthesia Department, 1170 S. Northpoint Blvd., Waukegan, IL 60085-6757; fax 847.775.6006