

## **STERIS Corporation Addendum to County of Monterey Standard Agreement**

The County of Monterey (“County”) and STERIS Corporation (“Contractor”) hereby agree that the County of Monterey Standard Agreement shall be Amended as follows:

### **Article 2.0 Payment Provisions**

Delete the first sentence and replace with “Payment terms are NET thirty (30) days from date of invoices. At the end of the paragraph add “Taxes shall be calculated at the time of shipment and added to the appropriate invoice. Tax-exempt status is subject STERIS Credit Department’s receipt and approval of the County’s tax-exempt certificate.”

### **Article 3.0 Term of Agreement**

In Section 3.02, remove the word “immediately” and add “upon a material breach by Contractor only if the County provides written notice of such material breach followed by a reasonable opportunity to cure, and Contractor subsequently fails to cure such material breach.”

### **Article 4.0 Scope of Services and Additional Provisions**

Add “4.01” in front of the first sentence.

After the list of Exhibits, add “4.02 Title and Risk of Loss shall transfer upon delivery to Scar Storage, 1353 Dayton Street, Salinas, CA. 939301. Upon delivery to such address, the County shall be entirely responsible for the equipment, including without limitation all storage costs, maintaining insurance on the equipment, shipping the equipment to the installation site, and moving the equipment to the location where it will be installed.

After the new 4.02 add “4.03 Contractor’s standard warranty only shall apply: Contractor warrants capital equipment to be free from defects in material and workmanship under normal use and operation for a period of twelve (12) months after date of start-up, however, the beginning of such warranty period shall not in any instance commence later than six (6) months from date of delivery. Contractor’s sole warranty with respect to all other Products is that such Products comply with Contractor’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. Contractor’s warranties do not apply to damage resulting from unauthorized installation, accident, casualty, alteration, misuse, or failure to follow Contractor’s written instructions. No other express warranty is made with respect to the Products. If any model or sample was shown to County, 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: CONTRACTOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. CONTRACTOR SHALL HAVE NO OTHER LIABILITY, DIRECT OR INDIRECT, OF ANY KIND, INCLUDING LIABILITY FOR SPECIAL, INCIDENTAL, OR

CONSEQUENTIAL DAMAGES. County'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 Contractor's option, to refund the purchase price; provided (1) the product has not been altered or modified by other than Contractor, (2) it has been properly stored, installed, maintained and operated within the limits specified by Contractor, and (3) County promptly sends to Contractor notice of defect and satisfactory proof thereof, including allowing Contractor the opportunity to inspect the products, and in the event of repair or replacement, returns the product to Contractor, freight prepaid. Defective parts replaced by Contractor shall become the property of the Contractor. Repaired or replacement parts will be shipped to the County FOB point of shipment. If the product sold is not manufactured by Contractor, Contractor will extend to the County the same warranty protection Contractor received from the original manufacturer. Contractor is not responsible for any warranty work, repairs, replacements, or other work, or charges relating thereto, that have not been authorized by Contractor in writing. NEITHER CONTRACTOR NOR COUNTY 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 CONTRACTOR EXCEED THE PRICE OF THE DEFECTIVE PRODUCT OR OF THE PRODUCT SUBJECT TO LATE DELIVERY. If Contractor, without separate compensation therefore, furnishes the County with advice or other assistance concerning any product supplied hereunder or any system or equipment in which any such product may be installed which is not required hereunder, the furnishing of such advice or assistance will not subject Contractor to any liability whether in contract, tort (including negligence and strict liability) or otherwise."

#### **Article 6.0 Payment Conditions**

6.01 is not applicable to this project and is hereby deleted in its entirety.

6.02 is not applicable to this project and is hereby deleted in its entirety.

In 6.04, delete the first sentence. In the second sentence delete "for the previous period".

#### **Article 7.0 Termination**

At the end of 7.01, delete "reduced in proportion to the services provided prior to the date of termination" and replace it with "for all work performed through the effective date of termination."

Delete 7.02 in its entirety and replace it with

"The County shall have the right to terminate this Agreement for cause upon a material breach by Contractor only if Contractor provides written notice of such material breach followed by a reasonable opportunity to cure, and Contractor subsequently fails to cure such material breach. If the County terminates this Agreement in accordance with this Section 7.02, the County may

proceed with the work, taking all due care to mitigate any and all additional costs and expenses, and the County may recover from the Contractor any actual and documented costs and expenses resulting from such termination.

### **Article 8.0 Indemnification**

In the first line, delete “defend”.

In the second line, add “third-party” before the word “claims”.

In the second line delete “whatsoever”.

In the third line, beginning with the word “occurring” delete the remainder of Article 8.0 and replace it with

“only to the extent such claims, liabilities, and losses are found to be caused by the omissions, negligence or willful misconduct of Contractor, its employees or agents. Said indemnity shall not apply to the extent such claims, liabilities, and losses are found to be caused by the omissions, negligence or willful misconduct of the County or any third party. Notwithstanding any of the foregoing, in no event shall Contractor be liable for any special, incidental or consequential damages, including but not limited to, loss of sales, profit or goodwill.”

### **Article 9.0 Insurance Requirements**

In Section 9.01, first paragraph, line 1, delete “Prior to commencement” and replace with “After execution”.

In Section 9.01, first paragraph, line 3, delete “Individual” and replace with “Blanket”.

In Section 9.01, first paragraph, delete the last sentence in its entirety.

In Section 9.01, second paragraph, delete the last sentence in its entirety. Delete Section 9.03 in its entirety and replace it with:

“STERIS Corporation does and shall maintain the following insurance coverage throughout its work on this project: Commercial General Liability limits of \$1,500,000 Each Occurrence; \$500,000 Damage to Rented Premises; \$1,500,000 Personal & Advertising Injury; \$3,000,000 General Aggregate; and \$3,000,000 Products/Completed Operations Aggregate. Automobile Liability for \$3,000,000 Combined Single Limit. Statutory Workers Compensation coverage. Employers’ Liability limits of \$1,000,000 Each Accident; \$1,000,000 Disease Each Employee; \$1,000,000 Disease Policy Limit. A sample Certificate of Insurance is attached hereto as Exhibit 1.”

Delete Section 9.04 in its entirety and replace it with:

“All insurance required by this Agreement shall be with an insurer authorized to transact Insurance business in the State of California. Contractor shall include the County of Monterey, its officers, agents, and employees as additional insureds on the policies for commercial general liability and automobile liability with Contractor’s standard blanket endorsements.

**Article 10.0 Records and Confidentiality**

At the end of Section 10.2 add:

“However, Contractor shall be permitted to keep one copy of any County records for legal purposes.

In Section 10.3, delete the entirety of lines 4, 5, 6, and 7, and replace with “in accordance with Contractor’s own record retention policy.”

Delete Section 10.5 in its entirety and replace with “There shall be no transfer of intellectual property for this project.”

**County of Monterey**

\_\_\_\_\_  
Signature

Elsa M. Jimenez, Director of  
Health Services  
Name, Title

\_\_\_\_\_  
Date  
Approve as to Form

By: DocuSigned by:  
Shane Elen Strong  
6624564F383643C...  
County Counsel

Date: 5/17/2024 | 3:02 PM PDT

Approve as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

**STERIS Corporation**

DocuSigned by:  
Brad Sulecki  
DB9434E1F2034EF...  
\_\_\_\_\_  
Signature

Brad Sulecki, Vice President,  
Equipment Sales and Service  
Name, Title

5/13/2024 | 5:11 PM EDT  
\_\_\_\_\_  
Date

DocuSigned by:  
Renato Tamaro  
9CE7A501AC27468...  
\_\_\_\_\_  
Signature

Renato Tamaro, Vice President &  
Corporate Treasurer Treasury  
Name, Title

5/14/2024 | 7:36 AM PDT  
\_\_\_\_\_  
Date