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Schedule
Contract # 36F79722D0074

Company: Webb County
Attention: Sylvia Diaz
Address: 1110 Washington Street, Suite 101
Laredo, TX 78040
Phone Number: 9565234125
Email Address: sdiaz@webbcountytexas.gov

Date: 12 / 27 / 2023
Quote #: JC12272023SW
Expires: 12 / 29 / 2023

InBody Specialist	InBody Email	PO Number	Shipping Method	Delivery Date	Terms
Jade Chavez	Jade.Robinson@InBody.com	TBD	Freight	TBD	TBD

Qty.	SKU	Item	Unit Price	Discount	Subtotal
3	IB770-G	InBody 770 Body Composition Analyzer GSA	\$16,152.50	\$0.00	\$48,457.50
3	IUSB-0	InBody USB Drive	\$0.00	\$0.00	\$0.00
3	PRINTER-0	Laser Printer	\$0.00	\$0.00	\$0.00
3	RS770-BC-0	InBody 770 Result Sheets - Body Composition (500 count)	\$0.00	\$0.00	\$0.00
3	RS770-BW-0	InBody 770 Result Sheets - Body Water (500 count)	\$0.00	\$0.00	\$0.00
3	IBT-0	InBody Tissue (300 count)	\$0.00	\$0.00	\$0.00
9	POSTERS	Marketing Posters	\$0.00	\$0.00	\$0.00
3	1YRWARR	1-Year Manufacturer Warranty	\$0.00	\$0.00	\$0.00
3	GSA-770-EXTWARR3	GSA - 770 Extended Warranty - 3 Year	\$1,725.59	\$0.00	\$5,176.77
3	Shipping-770G	770 Standard Shipping and Handling	\$0.00	\$0.00	\$0.00

Sales tax may apply at the time of purchase unless sales tax exempt

Subtotal **\$53,634.27**

Tax Exempt **\$0.00**

Total: \$53,634.27

Optional Extended Warranty	Price
Government - 770 Ext Warranty 1	\$718.99
Government - 770 Ext Warranty 2	\$1,294.19
Government - 770 Ext Warranty 3	\$1,725.59
* Please contact your sales rep to add extended warranty to the package shown above before signing * Depending on the state, sales taxes may be added to the total * Maximum warranty is up to 5 years total * Extended warranty can be purchased up to 30 days after the device ships from InBody	

Total Purchase	
Grand Total	\$53,634.27

****Please submit your Purchase Order along with this Quote to your Representative****

- *Not all government entities are sales-tax exempt. Above pricing is subject to change and sales tax may be adjusted based on whether client can provide sufficient sales tax exemption documentation/proof.
- *For all Price Quotes, Total Price may vary based on ordering date, due to shipping costs.
- *Trade Compliance: The export of any product and software purchased from InBody must be made in accordance with all relevant rules and regulations set forth by InBody is not allowed to export or be associated in any export of product(s) outside of the United States. All buyers may be entitled to fines if sold outside of the United States.
- *Prices may be subject to change, all Price Quotes are valid for 30 days.

Please confirm the **GRAND TOTAL** and check this box to finalize and accept this quote.

Terms and Conditions

InBody Warranty Terms, Conditions and Exclusions:

1. InBody guarantees that the itemized products ("Product") have been approved through qualified test procedures under severe conditions.
2. Warranty period: InBody warrants that there are no current physical defects, and that there will be no physical defects, in the Products for one (1) year from the date of delivery. In the event a Product is proven to be delivered defective, Purchaser shall notify InBody within three (3) business days from the date of discovery of said defect.
3. Purchaser is responsible for any and all risks arising from the use of the Products. InBody disclaims any other warranties, including but not limited to the warranties of merchantability, fitness for specific purposes, and implied warranty regarding ownership or non-infringement, whether express or implied, to the maximum extent permitted by the applicable laws.
4. InBody shall not provide repairs under warranty, and Purchaser is recommended to obtain adequate insurance for such instances, when damage or malfunction to Product(s) results from:
 1. Purchaser abuse, misuse, negligence or any other defect caused by the Purchaser.
 2. Purchaser fails to follow the installation, operation, or maintenance instructions described in the setup/user's manual.
 3. Any defect or damage caused by natural disasters (storm, flood, earthquake, etc.), power failures or surges, actions of third parties, and any other event outside InBody's reasonable control or not arising under normal conditions.
 4. Purchaser disassembles Product(s), modifies internal Product components or programs, or causes any other unauthorized personnel to do the same. Evidence of tampering will result in a void warranty.
 5. InBody reserves the right to not provide repairs for any damage caused, directly or indirectly, by rodents, as determined by InBody, in its sole discretion, and Purchaser agrees and understands that InBody may consider a Product sustaining rodent damage as a total loss.
5. The following procedures apply under this warranty:
 1. Upon discovery of defect, and during the warranty period, the Purchaser will contact InBody. InBody will diagnose the malfunction and advise the Purchaser which component is most likely the cause of the malfunction.
 2. If initial or subsequent diagnosis confirms that the existing malfunction is beyond the Purchaser's ability to correct, InBody may find it necessary for Purchaser to send the Product(s) to InBody for servicing.
 3. Purchaser must package the defective Product in its original box for return to InBody. Purchaser shall pay the shipping costs for returning the defective Product to InBody, unless stated otherwise. InBody shall repair the defective Product and return the Product to the Purchaser with InBody paying the shipping costs for return. If Purchaser requests a loan Product during the repair period, Purchaser will be responsible for all shipping charges related to that loan Product.
 4. ** Return Shipping Coverage Exceptions: ** Regarding Product's return shipment:
 1. c.1) InBody will pay up to a standard shipping cost within the Continental United States. Purchasers outside of the Continental United States will be responsible for the difference of cost both ways.
 2. c.2) Expedited shipping services are not covered under warranty and Purchaser will be responsible for any additional shipping costs if this service is requested.
 5. Under no circumstances will InBody ship parts to the Purchaser for self-repair or repair by an unauthorized technician.
6. Based on the date of the receipt of the defective Product, InBody shall repair and ship back the repaired Product in a timely manner, under InBody's sole discretion. Purchaser may call customer service for an estimated return date.
7. The decision to fit any replacement spare parts will be made solely by InBody and InBody reserves the right to use new or refurbished parts at InBody's sole discretion.
8. As a condition of this warranty, Purchaser will advise InBody of any Purchaser or Product change of location.
9. The warranty is valid for InBody manufactured products only. InBody will not be held responsible for any additional items, such as accessories manufactured by third parties.
 1. Third party accessories provided to Purchaser by InBody are covered by a thirty (30) calendar day limited warranty. If a defect in said third party accessory is discovered, Purchaser shall contact InBody within thirty (30) calendar days to report the defect.
 2. InBody shall send a replacement accessory and Purchaser shall return the defective accessory back to InBody.
10. Warranty is only valid for the Purchaser signed on the Purchase Agreement with InBody. Should the Product change ownership, the warranty will be deemed void, and an extended warranty cannot be purchased by new owners.
11. Purchasers who have not purchased the extended warranty or are not covered by the extended warranty are liable for the expense of parts, labor, and all shipping charges.
12. The extended manufacturer's warranty begins on the last date of the previous warranty and covers all angles of the previous warranty.
13. The extended warranty can be purchased up to maximum three (3) years within manufacturer's warranty period.
14. Additional extended warranty cannot be purchased after purchasing extended warranty.
15. For more information on Extended Warranty contact Purchaser assigned InBody Specialist.

Restriction: Beware that this Product may not be recommended to persons with heart disease or heart supportive devices, women during pregnancy, electronic sensitive persons, and should consult a physician before use.

***InBody Policy:** Purchase Agreement pricing valid for thirty (30) calendar days and Purchaser agrees to pay within thirty (30) calendar days following execution of this Purchase Agreement. Purchase Agreement must be submitted initialed/signed with form of payment to be processed. Upon receipt of payment, Purchaser order shall be processed and shipped out within two (2) business days. Should Purchaser wish to cancel an order, Purchaser must cancel that order thirty (30) days prior to estimated delivery date of that order; failure will result in Purchaser being charged by InBody with a restocking fee equal to 25% of the order value.

A) PAYMENT: If payment is late, or is dishonored for any reason, Purchaser will be assessed a late fee at a rate equal to ten percent (10%) of the unpaid amount due, on a monthly basis. If the account is forwarded to a collection agency, Purchaser will be assessed an additional twenty-five percent (25%), which will be added to the total amount due. If payment by company/personal check is returned, Purchaser will be liable for a charge of USD 25.00 returned check fee. Purchaser is liable for any returns on credit card payment at a rate of three percent (3%) of the total amount due. In the event of any payment default, Purchaser agrees to pay any and all reasonable attorney fees and costs of collection to the extent permitted by law. This Section shall be enforced in accordance with the laws of the State of California, Los Angeles County.

B) SHIPPING: InBody may ship Product in part or as a whole, at InBody's sole discretion. Any delays in delivery caused by Purchaser may result in storage fees. For all customer service issues, the Product must be shipped in its original box. Failure to keep the original box will cost the Purchaser extra time and fees to complete repair and/or maintenance. InBody will charge you a New Box fee, which varies between InBody device models, plus shipping of box, if applicable. Shipping expenses are the responsibility of the Purchaser. In the event that the Product requires repair or maintenance, the Purchaser shall pay the shipping charges to InBody and repair charges will be subject to the status of the warranty. InBody reserves the right to withhold shipment of any Products until Purchaser's payment is made in full. InBody shall cover the return shipping charges back to the Purchaser based on the status of warranty coverage. Per signing this Purchase Agreement, Purchaser agrees that this Product will be used within the address stated above and/or used within the United States.

C) RETURN POLICY: InBody DOES NOT accept returns. Returns are only accepted for defective Products at delivery. Purchaser must notify InBody within three (3) business days from the date of delivery in order to be permitted a valid return.

D) TRADE COMPLIANCE: Purchaser is not allowed to export or be associated in any export of product(s) outside of the United States.

E) MARKETING: By entering into this Purchase Agreement, Purchaser agrees to be identified as an InBody user and Purchaser agrees that InBody may refer to Purchaser by name, trade name and trademark, if applicable, and may briefly describe Purchaser's business in InBody's marketing materials and website. Purchaser hereby grants InBody a fully-paid, irrevocable, perpetual, world-wide license to use Purchaser's name and any of Purchaser's trade names, trademarks, logos solely in connection with the rights granted to InBody pursuant to this marketing section. Purchaser further hereby opts-into any and all electronic marketing campaigns and materials, including e-mails advertising InBody's products, provided to Purchaser by InBody until explicitly revoked by Purchaser.

F) FORCE MAJEURE: InBody shall not be held liable for any damages stemming from acts and omission beyond InBody's reasonable control including, but not limited to, strikes, lock-outs, acts of God, war, riots, malicious damage, compliance with governmental orders, or default of suppliers or subcontractors.

G) THIRD-PARTY CLAIMS: Purchaser warrants that its performance under this Agreement will not violate any agreement or contractual right with any other person or entity and Purchaser agrees to release, indemnify, and hold harmless InBody from and against any third-party claims to the extent that such claims arise directly or indirectly from this Agreement, provided, however such release and indemnification shall not apply to any third party claims (including claims for personal injury or death) arising directly or indirectly from the design, construction, manufacturing and/or inherent defect of the Product, but not third party claims arising directly or indirectly from improper usage of or negligence regarding the Product.

H) CLOUD CONNECTIVITY AND DATA TRANSFER: Both the Product and the LookingBody 120 local data management software (which may or may not be a part of your purchase) store end-user data locally. Additionally, both the Product and/or the LookingBody 120 local data management software may be enabled to connect to a cloud-data management service, provided either by InBody or a third-party entity, or another form of data management service ("Data Service"). In cases where a test is conducted and the Data Service feature has been enabled on the Product and/or the LookingBody 120 local data management software, consent and notification is provided to the end user directly from the Product; however, this will only apply to test results syncing to the LookingBody Web service provided by InBody. Transferring information to a third-party Data Service not owned or operated by InBody, and/or transferring results that were taken prior to enabling the Data Service on the Product or the LookingBody 120 local data management software will not generate a consent and notification form to the end user. It will be the Purchaser's responsibility, and Purchaser agrees, to provide such notice and to obtain consent from end users prior to transferring any test results from the Product or the LookingBody 120 local data management software to a Data Service.