


Fill in this information to identify the case:

Debtor 1 Carestream Health Inc

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware 

Case number 22-10778

- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return.

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Coverco, INC.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

| | | |
|--|--|--|
| 3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
| | <u>Coverco, Inc.</u> Name <u>2260 Clinton Street</u> Number Street <u>Cheektowaga NY 14206</u> City State ZIP Code Contact phone <u>716-773-7110</u> Contact email <u>kim@covercoinsulation.com</u> | _____ Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____ |

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Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____



221077822101700000000001

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 5 2 5 5

7. How much is the claim? \$ 1,620.00. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
Services performed

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

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Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____
- Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____
- Wages, salaries, or commissions (up to \$15,150* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____
- Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies. \$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

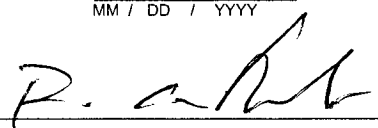
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/10/2022
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name Richard Schaab
First name Middle name Last name

Title Vice President

Company Coverco, INC.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2260 Clinton Street
Number Street

Cheektowaga NY 14206
City State ZIP Code

Contact phone 716-773-110 Email rschaab@covercoinsulation.com

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Carestream Carestream Health, Inc.
150 Verona Street
ROCHESTER NY 14608

11775-060

| Purchase Order | |
|----------------|--------------|
| No.: | 8100265068 |
| Date: | 04/12/2021 |
| Page: | 1 of 5 |
| Contact: | CURT DEWOLFF |
| Telephone: | 970-304-4751 |
| Fax: | |

| SUPPLIER |
|---|
| COVERCO INC PO BOX 573 GRAND ISLAND NY 14072-0573 |

| DELIVER TO |
|--|
| Carestream Health, Inc. Attn: Ron Fantauzzo 882 Linden Ave Rochester NY 14625 |

| |
|---|
| Incoterms: FO3 Origin/FrghtCol/UPSConsBilling ORIGIN/FREIGHT COLLECT |
|---|

| SEND INVOICES TO |
|---|
| CARESTREAM HEALTH, INC ACCOUNTS PAYABLE EMAIL: ap_usnc@carestream.com |

Your Fax Number: 716-773-3656

Your vendor number with us: 1122657

Start Eff. Date: 04/08/2021 End Eff. Date: 05/16/2021

Delivery Date: 04/12/2021

Terms: Within 60 days Due net

| Item | Material# | Description | Quantity | Unit | Price Per Unit | Net Value |
|-------|-----------|-----------------------------|----------|------|--------------------------------|-----------|
| 00001 | | CARGO CAIRE DUCT INSULATION | 1.000 | pu | 1,500.00 | 1,500.00 |
| | | | | | Total Value excluding Tax line | 1,500.00 |

Reference Quote #: CAR2102 dated 4-7-2021 -- Carestream Bldg 14
INSTALL INSULATION ON CARGO CAIRE on the roof of bldg. 14

PO placed at the request of Carestream Contact: Ron Fantauzzo @ 585-627-6086
Vendor contact: David Rowley

Unless prior written authorization is issued from the buyer/contact above, total billing against this order is not to exceed: \$1,500.00

The following payment information is crucial to receive prompt and correct payment:

All invoices (WITHOUT EXCEPTION) must contain the Carestream Purchase Order Number and references to the specific line item number(s) that is relative to your invoice documentation.

Unless otherwise directed, ALL invoices must be sent to the Accounts Payable Address Listed above.

For Shipping Purposes: Refer to Shipping Instructions attached below, failure to comply will result in short payments.

Total net value excluding Tax 1,500.00 USD

If the services provided under this PO entail any #Processing# of EU #Personal Data# subject to the EU General Data Protection Regulation (Regulation (EU) 2016/679, GDPR), [Vendor] shall comply with the provisions of GDPR that are applicable to it and the terms required by Article 28 of GDPR are hereby incorporated into this PO. For a copy of these terms, please visit:

<https://www.carestream.com/en/us/services-and-support/cybersecurity-and-privacy>

A Carestream Supplier is expected not to

(i) deliver services or products to Carestream without an approved purchase order, or

| Purchase Order | |
|----------------|--------------|
| No.: | 8100265068 |
| Date: | 04/12/2021 |
| Page: | 2 of 5 |
| Contact: | CURT DEWOLFF |
| Telephone: | 970-304-4751 |
| Fax: | |

(ii) overrun on any approved purchase order. In doing so, Supplier runs the risk of payment issues.

For detailed shipping/routing instructions for orders having "FOB Origin/Freight Collect" terms to any Carestream Health's US facilities go to:

<https://www.carestream.com/en/us/corporate/shipping-and-routing-instructions/domestic-shipping-and-routing>

If the routing instructions indicate that you must use UPS to ship, then use the following ship-to locations/zip codes to determine what UPS account number to use:

Rochester 14608 use 8W38R6;

Rochester 14615 use 8W47F6;

other Rochester zips, use 00436E;

Windsor 80550 use 0A4997;

White City 97503 use 003902;

NOTE: If shipping UPS to any other zip code, please contact your Carestream Health buyer for further instructions.

Carestream Health is now requiring all suppliers, who ship material into our receiving locations, to provide bar-coded labels on each package that reflect the content and Purchase Order detail.

For details on label specifications, please go to:

<https://www.carestream.com/en/us/corporate/worldwide-purchasing/barcoding>

SUPPLIER INSTRUCTIONS

1. The Purchase Order Number and Line No. MUST appear on all shipping documents, Bills of Lading, Invoices, Correspondence, and must be permanently marked on the outside of every shipping container.
2. Packing List MUST be completed for each Purchase Order Number and MUST be attached to the outside of a shipping container, and marked on all freight bills.
3. For questions regarding invoicing/payment, call (866)927-0926.
4. Indicate correct price in same units as shown on this Purchase Order. Applicable taxes must be applied.

TERMS AND CONDITIONS

1. These Terms and Conditions apply to orders placed by Carestream Health, Inc. (including its subsidiaries and affiliates) ("Carestream") for the items or services stated on the face of this order.
2. PRICE. The price is as stated on the face of this order, or if no price appears thereon, then not higher than that last quoted to Carestream by Supplier for similar goods or services. If not previously quoted to Carestream, the price shall not exceed the net price given by Supplier to others for similar services, material and quantity. No other charges will be allowed unless designated in this order.
3. PAYMENT TERMS. Payment terms are Net 60 from date of invoice (unless otherwise agreed to and designated on the face of this order). All invoices shall be mailed to the Accounts Payable address on the face of this order.
4. CANCELLATION. Carestream may cancel this order or any portion thereof, holding Supplier responsible, if material furnished or services performed pursuant to this order or any shipment hereunder is not as specified or if delivery is not made when and as specified. Carestream may cancel this order, or any portion thereof, if Supplier is in bankruptcy, if a petition under the Bankruptcy Act or any similar law is filed and not vacated within sixty days, if Supplier makes an assignment for the benefits of creditors, if a Receiver of the property of Supplier is appointed or if action under any law for the relief of debtors is taken in respect of Supplier.
5. INSPECTION AND ACCEPTANCE. All material or services under this order will be subject to inspection and acceptance after delivery or performance. Material failing to meet the requirements of this order will be held at Supplier's risk and may be returned at Supplier's expense. Services failing to meet the requirements shall be re-performed at Supplier's expense. Material shipped in excess of quantity ordered may be returned at the Supplier's expense.
6. DRAWINGS/TOOLINGS. Any drawings, sketches or toolings produced by Supplier in the course of fulfilling its obligations under this order shall be the sole property of Carestream without any additional remuneration.
7. DISCLOSURE. Unless otherwise agreed to in a written agreement, any information disclosed to Carestream by Supplier in connection with this order shall be considered as having been disclosed to and received by Carestream on a non-confidential basis. Carestream shall have no obligation to Supplier not to use, and/or disclose such information except for obligations arising under patent laws.
8. FORCE MAJEURE. Neither party shall be held responsible for failure of or delay in performance if such failure or delay is due to any cause beyond the control of, and without the fault of, the party affected, and which cannot be overcome by reasonable diligence. In the event of failure of or delay in delivery or acceptance for any such cause, the quantity stated in the order may be reduced by written notice by either party to the other.
9. INFRINGEMENT INDEMNIFICATION. Supplier will defend at its expense any suit against Carestream respecting infringement (including contributory infringement) of any patent, copyright or trade secrets covering all or part of the material furnished under this order, its manufacture, and/or its use if such use is induced by Supplier or if there is no practical non-infringing use, and will pay costs, fees, and/or damages awarded against Carestream for such infringement by any final court decision; provided Carestream promptly notifies Supplier of any such infringement claim and tenders to Supplier the defense of such suit. Carestream shall have the right to be represented in such defense at its own expense. Carestream extends a like indemnification to Supplier with respect to unavoidable infringement by Supplier in complying with Carestream specifications, except to the extent that such specifications are derived from Supplier or Supplier has notice of such infringement.
10. WARRANTY. Supplier warrants, for one (1) year from the date of receipt by Carestream or such longer period as may be generally offered by Supplier, that all products or services delivered hereunder shall

be free from defects and shall conform to specifications, drawings or samples supplied by Supplier. In addition to any other rights Carestream may have, Carestream may, at its option, either return for full credit or require repair or replacement of defective or nonconforming products. Returns and repairs of defective or nonconforming products hereunder shall be made at Supplier's expense.

11. APPLICABLE LAW. This order shall be construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions.

12. COMPLIANCE WITH LAWS AND CARESTREAM RELATED REQUIREMENTS.

a. Compliance With Laws:

i. Supplier represents that it is and warrants that it will remain in compliance with all applicable laws and regulations of any jurisdiction in which it performs its obligations under this order. Failure to so comply shall constitute a breach and give rise to Carestream's right to cancel this order.

ii. The Equal Employment Opportunity Clause required under Executive Order 11246, and the employee notice clause pertaining to employee rights under the National Labor Relations Act, set forth in 29 CFR Part 471 Appendix A to Subpart A, are incorporated by reference in this purchase order. By accepting this purchase order, vendor additionally certifies that, to the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-300.10 and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.#, that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.#

iii. Supplier acknowledges and will implement the Carestream Supplier Code of Conduct found at <http://www.carestream.com/supplier-code-of-conduct.html> as supplementary guidance to determine its compliance obligations in Section 12(a)(i).

b. FARs and DFAR flow down requirements:

i. Supplier acknowledges that if this order is or becomes the basis of a subcontract between the parties for Carestream to fulfill obligations under a federally funded prime contract or higher tier subcontract, Carestream will flow down, and Supplier hereby accepts, FAR or DFAR provisions available at <https://acquisition.gov/index.asp> and <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>, respectively, applicable to the subcontract.

c. Listed Violator Status: Supplier further represents and warrants that it is not listed in any regulatory data base as a violator of any applicable law or regulation.

d. Carestream Related Requirements:

i. MBE/WBE. Supplier shall provide Carestream with information regarding Supplier's activity in support of minority business enterprise and women business enterprise (MBE or WBE) as part of this order.

ii. Material Data Base Enrollment: To the extent it provides goods and materials, Supplier represents and warrants that its materials, components, subassemblies, and finished goods supplied to Carestream are compliant with RoHS Directive 2015/863/EU Restriction of the use of certain hazardous substances in electrical and electronic equipment and REACH Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals and other restricted substances legislation. Any changes made to materials or components under this Agreement that impact form, fit or function must be identified and submitted to Carestream.

To verify Suppliers parts/products meet restricted material requirements, Supplier agrees to obtain and manage similar substance data from their sub-tier suppliers in order to confirm traceability of information used to substantiate the Supplier's substance declarations. Supplier agrees to annually test high risk parts to obtain compliance documentation with RoHS material restrictions for lead, mercury, cadmium, hexavalent chromium (CrVI), PBB, PBDE.

Supplier must promptly respond to Carestream declaration requests, utilizing Gensuite software-Carestream's centralized, open-access substance declarations web database tool.

iii. Compliance Evidence. Supplier shall deliver supporting evidence to Carestream which affirms its

compliance to applicable country directives or regulations, when requested.(e.g. CE Mark Declarations, Quality Management Certifications, China Compulsory Certificate Mark, Conflict Minerals sourcing)

iv. Audits. Supplier shall, if requested by Carestream, allow Carestream, or a Carestream designated third party agency to perform audits within a reasonable time period that is acceptable to both parties,

v. Change Notices. Supplier shall notify Carestream Health in writing of changes in the product or service provided under this order that impact form, fit or function so that Carestream Health can determine if the changes may affect the quality of a Carestream finished product, and

vi. Protected Health Information. If Supplier is required or has occasion to access personal identifiable data regarding any Carestream customer, or employees, including protected health information of any individual through Carestream, it shall separately execute a document for the protection of such data in a form acceptable to Carestream or required by Law.

e. Compliance Penalties: Any fines, penalties or other costs relating to Supplier's breach of this Section 12 are the responsibility of Supplier.

13. PURCHASE ORDER MANDATE: A Carestream Supplier is expected not to (i) deliver services or products to Carestream without an approved purchase order or (ii) overrun amounts on any approved purchase order. In doing so, Supplier runs the risk of payment issues.

14. ENTIRE AGREEMENT. The terms and conditions of this order constitute the only terms which shall govern this order. No other agreement or quotation or any acknowledgment of Supplier in any way modifying any of the provisions of this order will be binding upon Carestream unless made in writing and accepted in writing by Carestream, and shipment of goods or performance of services pursuant to this order shall be deemed to be an acceptance by Supplier of these Terms and Conditions.

15. SUPPLIER MANUAL: Carestream Supplier is expected to review additional requirements outlined in the Carestream Supplier Manual.

<http://www.carestream.com/purchasing-worldwide.html>

INVOICE

30755



COVERCO, Inc.

2260 Clinton Street • Cheektowaga, NY 14206

Ph: (716) 773-7110 • Fax: (716) 773-3656

Industrial Insulation Contractors

INVOICE NO.

BILL TO
 Carestream Health Inc.
 Accounts Payable
 P. O. Box 14460
 Rochester, NY 14614-0460

JOB
 Carestream B14 CargoCaire
 on Roof of Bldg 14
 Kodak Park, Rochester NY
 11775-060

| CUSTOMER | PURCHASE ORDER NO. | BILL THRU | TERMS | INVOICE DATE | PAGE |
|----------|--------------------|-----------|--------|--------------|------|
| 5255 | 8100265068 | 11775-060 | Net 30 | 6/1/21 | 1 |

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----------|----------|-------------|------------|----------------|
|----------|----------|-------------|------------|----------------|

To Invoice for Insulation completed on referenced project per your purchase order and the following:

Total Contract: \$1500.00

| | | | |
|---|--------------------------|----------|----------|
| 1 | Completed to date (100%) | 1,500.00 | 1,500.00 |
|---|--------------------------|----------|----------|

| | | |
|-------------------|--------------|-------------------|
| Richard A. Schaab | SALE AMOUNT | 1,500.00 |
| | Tax | 120.00 |
| | TOTAL | \$1,620.00 |