

HARTFORD HOSPITAL - PURCHASE ORDER TERMS AND CONDITIONS

All Purchase Orders issued by Hartford Healthcare Corporation, Affiliated Members and Companies (the "Corporation") are subject to these Purchase Order terms and conditions.

A. ACCEPTANCE

1. The Purchase Order is Buyer's offer to purchase goods and/or services from Seller, Buyer's placement of Purchase Order with Seller is expressly conditioned upon Seller's acceptance of all of the terms and conditions of purchase contained on or attached to the Purchase Order.
2. Additional or different terms or conditions which may appear in any communication from Seller are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by Buyer's Material Management department and no such additional or different terms or conditions in any printed form of Seller shall become part of this contract despite Buyer's acceptance of goods or services, unless such acceptance specifically recognizes and assents to their inclusions.
3. Any objection by Seller to the terms and conditions hereof shall be ineffective unless Buyer is advised in writing thereof within ten days of the date of the Purchase Order.

B. IDENTIFICATION: All invoices, packages, shipping notices, instruction manuals and other written documents affecting the Purchase Order shall contain the applicable order number. Packing lists shall be enclosed in each box or package shipped pursuant to the Purchase Order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received & accepted.

C. SHIPPING INSTRUCTIONS: All goods are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated. Where Buyer has so authorized in writing goods may be shipped F.O.B. shipping point, but Seller shall prepay all shipping charges, route the goods by cheapest common carrier, or the carrier specified, and list said charges as a separate item on Seller's invoice. Buyer reserves the right to reject C.O.D. shipments

D. SPECIAL CHARGES: Seller shall be responsible for the payment of all charges for handling, packaging, wrapping bags, containers and related matters unless Buyer has assumed an express obligation therefore by notation on the Purchase Order.

E. DELIVERY: Time is of the essence, and the Purchase Order may be terminated if delivery is not made or services are not performed by the date specified on the Purchase Order. No change in the scheduled delivery date or performance will be permitted without Buyer's prior consent

F. PAYMENT: Buyer will remit payment to Seller by Mail. Seller agrees not to deliver goods on a sight draft basis.

G. PRICES: If price is not stated on the Purchase Order, it is agreed that the goods or service shall be billed at the price last quoted, or paid by a customer of Seller, or the prevailing market price, whichever is lower. No agreements other than those shown on the Purchase Order shall be binding unless made in writing and agreed to by both parties.

H. CASH DISCOUNTS: If Buyer is entitled to a cash discount the period of computation thereof will commence on the date of acceptance or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the discount period shall commence on the date on which an agreed adjustment of the price is reached. If a cash discount is made part of the contract, but the invoice does not reflect the existence thereof, Buyer is entitled to a cash discount with the period commencing on the date Buyer determines that a cash discount applies.

I. TAXES: Seller shall pay all taxes that may arise out of its sale of the goods and services to Buyer. Buyer agrees to pay State Sales or Use taxes or provide Seller an exemption certificate.

J. ASSIGNMENT: Seller shall not assign this contract, or the right to payment due hereunder, without Buyer's prior written consent.

K. LIENS, CLAIMS AND ENCUMBRANCES: Seller warrants and represents that all the goods will, when delivered hereunder, be free and clear of all liens, claims and encumbrances of every kind.

L. REJECTION: All goods purchased hereunder are subject to Buyer's inspection and approval. Goods rejected by Buyer for whatever reason shall be held, transported and/or stored at Seller's sole expense. Seller shall promptly reimburse Buyer for any such expenses.

M. DEFAULT: Buyer may, subject to provisions on paragraph "N" by written notice of default to Seller cancel the whole or any part of the Purchase Order or exercise any other remedy provided Buyer's of goods by law or in equity including any remedy under the Uniform

Commercial Code (RCW Chapter 62A), in any of the following circumstances:

1. If Seller fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof;
2. If, in Buyer's good faith judgment, the Seller fails to perform any of the other provisions of the Purchase Order or fails to make progress as to endanger performance of this order in accordance with its terms and does not cure such failure within a period of ten days, or such longer period as Buyer may authorize in writing, after receipt to notice from buyer specifying such failure;
3. Seller is in breach of any of the terms and conditions of the Purchase Order, or;
4. If Seller becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Seller any proceeding under any bankruptcy, reorganization, arrangement, readjustment or debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of Seller's property and such proceeding is not dismissed or cured within 60 days.

N. WARRANTIES: Seller warrants goods supplied and work or services performed under the Purchase Order conform to specifications herein and are MERCHANTABLE and fit for the particular purposes for which goods are ordinarily employed.

1. Sell further warrants they Buyer and to any third party ultimately using any item whether such third party is a customer of Buyer or not that all items delivered under the Purchase Order will be free from defects in materials and workmanship and will conform to applicable specifications, drawings, samples and descriptions. If Seller is responsible for design of items, Seller warrants that all items delivered under the Purchase Order will be suitable for use by Buyer, including installation by Buyer in its ultimate products. Buyer's written approval of designs furnished by Seller shall not relieve Seller of its obligations under this warranty.

2. The foregoing express warranties shall be in addition to any warranty customarily made by Seller of its product and any implied warranties and shall be construed as conditions as well as warranties.

3. The warranties represented and covenants of parties hereto shall survive the delivery of the goods or completion of the work or services provided and be fully enforceable thereafter. Seller's warranty hereunder is part consideration of the Purchase Order, any payment by Buyer hereunder is conditional upon this warranty remaining in effect; and not modification or other change of this warranty shall be valid unless evidenced by Buyer's written change order.

4. Seller guarantees that no food, drug, device or cosmetic constituting, or being part of any shipment or other delivery made pursuant to the Purchase Order will be adulterated or misbranded within meaning of Federal Food, Drug or Cosmetic Act or within the meaning of any State or Municipal Law in which definitions or adulteration and misbranding are substantially the same as those contained in said Act, or will be an article which may not, under the provisions of Section 404 or 405 of said Act, be introduced into interstate commerce.

O. QUALITY STANDARDS: If a special brand is listed in the Purchase Order, the goods being purchased must meet the standard for quality performance, and use such brand, it must first provide Buyer the descriptive literature identifying its brand, including the quality, performance, and specifications thereof.

P. RISK OF LOSS: Buyer shall be allowed a reasonable period of time to inspect the Articles and to notify the Seller of any non-conformance with the terms and conditions of the Purchase Order. Buyer may reject any articles which do not conform to the terms and conditions of the Purchase Order. Articles so rejected may be returned to Seller for full credit or mutual disposition.

Q. OSHA: Seller shall comply with the conditions of the Federal Occupational Safety and Health Act of 1970/(OSHA).

R. SERVICE OR INSTALLATION OF WORK: In the event the Purchase Order requires the performance of work or installation of goods by Seller upon any property or project of Buyer, the following conditions shall also be applicable:

1. Seller shall take precautions to protect all property and persons from damage or injury arising out of its work and shall comply with all fire, safety and other applicable regulations prescribed by any governmental agency and by Buyer and/or owner of the project which work is being performed and shall be responsible for the observance thereof by all sub-contractors, employees, agents and

- representatives of Seller and sub-contractors. Seller shall also obtain at its own expense and provide Buyer with proof of insurance coverage satisfactory to Buyer for workmen's compensation and property damage, public liability, personal injury, employer's liability and other applicable insurance.
- Seller shall keep the premises and work free and clear of all mechanics and materialmen's liens or claims; Seller shall promptly pay for all labor and material and if Seller fails to do so Buyer without any obligation to do so, pay the same and deduct the amount of such payments from sums due Seller hereunder and Buyer may withhold any payments from sums due Seller hereunder and Buyer may withhold any payment to Seller until receiving such affidavits, waivers and releases with respect to claims for labor and materials as Buyer may require.
2. The work shall remain at Seller's risk prior to written acceptance by Buyer and/or owner of the project and Seller shall replace at its own expense all work damaged or destroyed by any cause whatsoever.
 3. Seller shall act as an independent contractor and not as the agent or representative of Buyer.
 4. Seller shall perform its work in accordance with the schedules and work programs established by Buyer and shall fully co-operate with Buyer and other engaged in work on the project so that the work on the entire project may be performed with the utmost speed consistent with good practices. In case of conflict, Buyer may direct the necessary coordination.
 5. Seller shall require Seller's employees, agents, contractors or sub-contractors to abide by Buyer's Work and Safety rules when work or services are performed at Buyer's premises. Buyer has the right to exclude personnel from Buyer's premises who do not abide by such rules, and at Buyer's election, to declare a default under the Purchase Order.
 6. Seller is solely liable for its employees, agents, contractors or sub-contractors and their actions while on Buyer's premises and the Seller indemnifies and will protect Buyer from all losses, claims, expenses, damages arising from or out of the presence or activity of Seller's employees while at Buyer's premises.
- S. ADVERTISING:** No advertising or publicity matter having or containing any reference to Buyer or any of its staff members shall be made by Seller or anyone in Seller's behalf unless Seller has written consent of Buyer.
- T. DISCLOSURE OF INFORMATION:** All data and information developed or disclosed during the life of the Purchase Order, will be the property of the Buyer and will be classified in secrecy and confidence by the Seller. All disclosures must have Buyer's written consent.
- U. ATTORNEY'S FEES:** In any suit or action brought to enforce any term, condition or covenant therein, or to recover damages arising from any breach of this contract, the losing party shall pay to the prevailing party reasonable attorney's fees and all other costs and expenses which may be incurred by the prevailing party in any such suit or action and in any reviews thereof and appeals therefrom.
- COMPLIANCE WITH LAWS:** In filing the Purchase Order, Seller shall comply with all applicable federal, state and local laws and governmental regulations and orders.
- V. INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its patients and users of the purchases Articles, harmless from any property damage, personal injuries or death arising out of the purchase and/or use of the Articles purchases hereunder and/or arising out of Seller's (or its sub-contractor's) work or performance hereunder and shall procure and maintain liability insurance, with contractual liability coverage, with minimum limit of \$1,000,000 or with such higher limits as Buyer shall reasonably request, (b) Seller shall defend, indemnify and hold Buyer harmless from the assessment by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely delivery of Articles purchased hereunder, (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents and employees from and against any and all damages, charges, losses (including the cost of any Articles lost by libel, condemnation or voluntary recall), actions and proceedings brought in the United States of America or any state or local government or any agency or instrumentality thereof against Buyer, its officers, directors, agents and/or employees or against any such Articles by reason of any claim or findings by any said public authority that any such Articles are not as herein guaranteed.
- W.** The Corporation are Affirmative Action/Equal Opportunity employers, and do not discriminate on the basis of race, sex, color, creed, national origin, sexual orientations, age, marital status, religion, veterans status or disability.
- X.** Contractor/Supplier agrees upon written request, to make available to the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, all contracts, books, documents and records necessary to certify the nature and extent of costs associated with the services provided under this Agreement.
 - Y.** Contractor/Supplier represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs. Contractor/Supplier agrees that, for purposes of performing the Agreement with Hartford Hospital, it will not knowingly employ or contract with, with or without compensation: (1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (2) any person or entity who is excluded from contracting with the State of Connecticut.
 - Z.** In accordance with the federal Deficit Reduction Act of 2005, Contractor/Supplier agrees to review Hartford Hospital vendor-related documents including its *Code of Conduct*, its *Prevention of Fraud and Abuse Policy* and its *Gifts, Gratuities and Business Courtesies Policy* which are provided to Contractor/Supplier at Hartford Hospital's internet website at <http://www.harthosp.org/AboutUs/ComplianceEthics/default.aspx>