

1. **Acceptance:** This order is for the purchase and sale of the goods (herein referred to as the "Articles") and/or services described on the front side hereof and is St. Vincent's Health System's ("STVHS") offer to Vendor. Acknowledgement hereof by Vendor to STVHS shall constitute Vendor's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries by STVHS shall constitute Vendor's acceptance of the terms and conditions hereof.

2. **Warranty:** In addition to and without prejudice to all other warranties expressed or implied by law, Vendor expressly warrants that all items purchased hereunder will conform to applicable specifications, drawings and samples, that they will be free from defects in materials or workmanship and that they will be fit for their intended use. Acceptance of said items by STVHS after inspection shall not limit, release or discharge Vendor's liability under said warranties.

3. **Inspection:** All items purchased hereunder shall be subject to final inspection, test and approval at destination by STVHS, notwithstanding prior payments or inspection at source, it being expressly agreed that payment shall not constitute final acceptance. STVHS, without limitation to its other rights under this Purchase Order, may reject any item which contains defective materials or workmanship and does not conform to specifications, blueprints, or samples. Vendor shall bear all risks of loss for rejected items after written notice of rejection. Rejected items may be returned at Vendor's risk and expense at the full invoice price plus incoming transportation charges, if any.

4. **Packing and Shipment.** Delivery shall be made as specified herein and no charge shall be made by Vendor for boxing, crating, packaging or carting unless specifically provided in this Purchase Order. Damage to any item not packed to insure proper protection will be charged to Vendor. A packing list shall accompany each shipment showing STVHS' Purchase Order Number, listing only the items covered by this Purchase Order and the number of containers in which such items are packed. STVHS' count or weight shall be final and conclusive if shipment is not accompanied by a packing list.

5. **Termination:** STVHS may cancel this order, in whole or part, without liability to STVHS, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof. STVHS may terminate this order in whole or in part, at any time, for its convenience, by notice to Vendor

in writing. Any cancellation or termination by STVHS, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of STVHS against Vendor.

6. **Corporate Compliance Program:** Vendor understand that it is a condition of the Purchase Order with STVHS that Vendor complies with STVHS' Code of Conduct and all related policies and procedures of STVHS ("Compliance Requirement") applicable to this Purchase Order.

7. **Medicare/AHCCCS Anti-Fraud and Abuse:** Vendor providing services under this Purchase Order warrants that it has not (a) been convicted of a criminal offense relating to healthcare or a criminal offense which could impact its ability to comply with STVHS' Compliance Requirements; or (b) been excluded, debarred or otherwise made ineligible for participation in the Medicare, AHCCCS or other federal or state reimbursement programs.

8. **Conflict of Interest.** Vendor agrees to immediately report any conflict or potential conflict of interest to STVHS and to give full disclosure of facts pertaining to any transaction or related activity that may be reasonably construed as a conflict of interest. Vendor further agrees to report to STVHS the description of any influence adversely affecting the decision making process of Vendor and the performance of services under this Purchase Order.

9. **Compliance with Laws:** In filling this order, Vendor shall comply with all applicable federal, state and local laws and governmental regulations and orders.

10. **Insurance:** It is agreed that Vendor is performing work or service under this Purchase Order as an independent contractor. Vendor will maintain such insurance as will hold STVHS harmless from claims under Workman's Compensation Laws and from any other claims for damages to property or for bodily injury, including death, as may arise from the matters covered by this Purchase Order.

11. **Invoices and Payment.** The original and other copies of invoices, shall be mailed at the time of shipment. The time for payment of Vendor's invoice shall commence with the date of actual receipt of the invoice by the Accounts Receivable Department or receipt of merchandise or completion of work, whichever is later. STVHS may make adjustments to Vendor's invoices either before or after payment due to shortage, later delivery, rejection, or other failure to comply with the requirements of this Purchase Order.

11. **Risk of Loss:** Risk of loss or damage to the Articles shall be on Vendor until said Articles have been delivered to and accepted by STVHS notwithstanding any other terms contained herein. All Articles will be received by STVHS subject to its right of inspection or rejection. STVHS shall be allowed a reasonable period of time to inspect the Articles and to notify Vendor of any nonconformance with the terms and conditions of this order. STVHS may reject any Articles which do not conform to the terms and conditions of this order. Articles so rejected may be returned to Vendor, or held by STVHS, at Vendor's risk and expense.

12. **General:** All warranties shall be construed as conditions as well as warranties. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from or waiver of the provisions of this order shall be valid or binding unless approved by STVHS in writing. This order shall constitute the entire agreement between the parties. Should there be a conflict between STVHS and Vendor's terms and conditions, STVHS' terms and conditions shall take precedence.

13. **Complete Agreement and Governing Law:** This Purchase Order, which includes any supplemental sheets, schedules, exhibits and riders annexed by STVHS hereto, contains the complete and entire agreement between the parties and supersedes any previous communications, representations or agreements, whether verbal or written, with respect to the subject matter hereof. No change, addition or modification, of any of the terms hereof shall be valid or binding on STVHS unless in writing, signed by an authorized representative of STVHS. Vendor and STVHS agree that this Purchase Order shall be interpreted and construed under the laws of Alabama and any action brought shall be handled by the state or federal courts located in Jefferson County, Alabama.