

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**") by Henry Ford Health System d/b/a Henry Ford Health ("**HFH**") from the Supplier named on the Purchase Order ("**Supplier**").

(b) The purchase order (the "**Purchase Order**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Supplier's general terms and conditions regardless of whether or when Supplier has submitted its sales confirmation or such terms. This Agreement expressly limits Supplier's acceptance to the terms of this Agreement. Fulfillment of or other performance under this Purchase Order constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Supplier shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If Supplier fails to deliver the Goods in full on the Delivery Date, HFH may terminate this Agreement immediately by providing written notice to Supplier and Supplier shall indemnify HFH against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods on the Delivery Date. HFH has the right to return any Goods delivered prior to the Delivery Date at Supplier's expense and Supplier shall redeliver such Goods on the Delivery Date.

(b) Supplier shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during HFH's normal business hours or as otherwise instructed by HFH. Supplier shall pack all goods for shipment according to HFH's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Supplier must provide HFH prior written notice if it requires HFH to return any packaging material. Any return of such packaging material shall be made at Supplier's risk of loss and expense.

(c) Supplier shall provide the Services to HFH as described and in accordance with the dates or schedule set forth on the purchase order and in accordance with the terms and conditions set forth in these Terms.

(d) Supplier acknowledges that time is of the essence with respect to Supplier's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Shipping Terms. Delivery shall be made FOB. The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Purchase Order.

4. Title and Risk of Loss. Title and risk of loss passes to HFH upon delivery of the Goods at the Delivery Point.

5. Inspection and Rejection of Nonconforming Goods. HFH has the right to inspect the Goods on or after the Delivery Date. HFH, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If HFH rejects any portion of the Goods, HFH has the right, effective upon written notice to Supplier, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If HFH requires replacement of the Goods, Supplier shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods, HFH may replace them with goods from a third party and charge Supplier the cost thereof and terminate this Agreement for cause pursuant to Section 18. Any inspection or other action by HFH under this Section shall not reduce or otherwise affect Supplier's obligations under the Agreement, and HFH shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

6. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Supplier's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all fees. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of HFH.

7. Payment Terms. Supplier shall issue an invoice to HFH on or any time after the completion of delivery and only in accordance with these Terms. HFH shall pay all properly invoiced amounts due to Supplier within net forty-five (45) days after HFH's receipt of such invoice, except for any amounts disputed by HFH in good faith. Without prejudice to any other right or remedy it may have, HFH reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by HFH to Supplier.

8. Taxes. As a tax-exempt institution pursuant to Section 501 of the US Internal Revenue Code, Supplier agrees HFH shall not be charged or pay any taxes relating to this Agreement or any Amendment or Purchase Order thereunder.

9. Supplier's Obligations Regarding Services. Supplier shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of HFH, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by HFH to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Supplier in providing the Services in such form as HFH shall approve. During the term of this Agreement and for a period of two (2) years thereafter, upon HFH's written request, Supplier shall allow HFH to inspect and make copies of such records and interview Supplier personnel in connection with the provision of the Services;

(d) obtain HFH's written consent, which may be given or withheld in HFH's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Supplier, other than Supplier's employees, to provide any Services to HFH (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). HFH's approval shall not relieve Supplier of its obligations under the Agreement, and Supplier shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Supplier's own employees. Nothing contained in this Agreement shall create any contractual relationship between HFH and any Supplier subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon HFH's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to HFH;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Supplier, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the HFH; and

(h) keep and maintain any HFH equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the HFH's written instructions or authorization.

10. Change Orders. HFH may at any time, by written instructions and/or drawings issued to Supplier (each a "**Change Order**"), order changes to the Services. Supplier shall within seven (7) days of receipt of a Change Order submit to HFH a firm cost proposal for the Change Order. If HFH accepts such cost proposal, Supplier shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Supplier

acknowledges that a Change Order may or may not entitle Supplier to an adjustment in the Supplier's compensation or the performance deadlines under this Agreement.

11. Warranties.

(a) Supplier warrants to HFH that for a period of twenty-four (24) months from the Delivery Date, all Goods will:

- (i) be free from any defects in workmanship, material and design;
- (ii) conform to applicable specifications;
- (iii) be fit for their intended purpose and operate as intended;
- (iv) be merchantable;
- (v) be free and clear of all liens, security interests or other encumbrances; and

(vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by HFH;

(b) Supplier warrants to HFH that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(c) the warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of HFH's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If HFH gives Supplier notice of noncompliance pursuant to this Section, Supplier shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Supplier and the delivery of repaired or replacement Goods to HFH, and, if applicable, (ii) correct or re-perform the applicable Services.

12. General Indemnification. Supplier shall defend, indemnify and hold harmless HFH its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services

purchased from Supplier or Supplier's negligence, willful misconduct or breach of the Terms. Supplier shall not enter into any settlement without HFH's prior written consent.

13. Intellectual Property Indemnification. Supplier shall, at its expense, defend, indemnify and hold harmless HFH and any Indemnitee against any and all Losses arising out of or in connection with any claim that HFH's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Supplier enter into any settlement without HFH's or Indemnitee's prior written consent.

14. Limitation of Liability. Nothing in this Agreement shall exclude or limit Supplier's liability under hereof, or Supplier's liability for fraud, personal injury or death caused by its negligence or willful misconduct.]

15. Insurance. Supplier will maintain commercial insurance coverage written by insurance companies acceptable to HFHS with a Best rating of at least A+. Such commercial insurance will have the following minimum limits of liability:

(a) \$1,000,000 per occurrence and \$3,000,000 annual aggregate Commercial General Liability including Contractual Liability, Fire Legal Liability, Products Completed Operations and Broad Form Vendors coverage;

(b) Automobile Liability. \$1,000,000 bodily injury/property damage - Must include non-owned automobile coverage. If Supplier transports patients, employees, or visitors, the driver must maintain a chauffeur's license. If 16 or more passengers, or driver operates a placarded vehicle, the driver must have a Commercial Driver's License and be monitored per DOT regulations;

(c) Workers' Compensation/Employer's Liability. Michigan Statutory Limits - Workers' Compensation \$300,000 - Employer's Liability;

(d) Blanket Crime/Employee Dishonesty. Blanket Crime Bond of not less than \$500,000; Bond must include a customer protection endorsement;

(e) Professional Liability and Errors & Omissions (occurrence form). \$1,000,000 per occurrence; \$3,000,000 aggregate;

(f) Property. Supplier must provide evidence of property insurance sufficient to cover Supplier's property and business exposures;

(g) Privacy Breach/Cyber. \$1,000,000 per occurrence; and

(h) Umbrella. \$5,000,000 per occurrence and aggregate.

HFHS must be named an additional insured for all lines except Workers' Compensation and Blanket Crime/Employee Dishonesty with a thirty (30) day notice of cancellation or non-renewal. Certificates evidencing the minimum commercial insurance

requirements must be mailed to Henry Ford Health System, c/o Risk Finance and Insurance, 1 Ford Place - 4B, Detroit, MI 48202-3450.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Agreement (including any provisions hereof requiring Supplier to indemnify, defend and hold harmless HF).

16. Compliance with Law. Supplier shall comply with all applicable laws, regulations and ordinances. Supplier shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. [Supplier shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Supplier. Supplier assumes all responsibility for shipments of Goods requiring any government import clearance. HFH may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

17. Anti-Kickback. The sole purpose of this Agreement is to enter into a commercially reasonable and fair market value arrangement. The parties in good faith believe that this Agreement fully complies with the provisions of 42 U.S.C. 1320a-7b (the "Anti-Kickback Statute"). Neither HFH nor Supplier are, by virtue of this Agreement or otherwise, willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or state health care programs. Pricing hereunder does not take into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare or a state health care program. Supplier shall utilize best efforts to comply with the reporting requirements of 42 C.F.R. § 1001.952(h), regarding "safe harbor" protection for discounts under the Anti-Kickback Statute. Supplier further represents and warrants that any discount or rebate provided to HFH satisfies the requirements of the Anti-Kickback Statute Safe Harbor at 42 C.F.R. § 1001.952(h). Supplier shall disclose to HFH, as appropriate, on each invoice, or as otherwise agreed in writing, the amount of the discount or rebate. The statement shall inform HFH, as appropriate, in a clear and simple manner of the amount of the discount or rebate so as to enable HFH to satisfy their obligations to accurately report such discount or rebate to Medicare and properly distinguish between capital costs and operating costs. Should either party to this Agreement be notified by any governmental agency or its counsel that performance under this Agreement creates a moderate to substantial risk of violation of the Anti-Kickback Statute, such party shall notify the other party, and the parties shall, in good faith, attempt to amend this Agreement in all respects necessary to comply with such laws cited herein. If such amendment is not in compliance with applicable legal requirements in the written opinion of counsel for either party to this Agreement, or if the parties cannot agree on an alternative acceptable arrangement, then this Agreement may be terminated by either party upon the delivery of written notice to the other party thirty (30) days prior to the date of termination and all of the rights and obligations of the parties hereunder shall cease and this Agreement shall become null and void.

18. Termination. HFH may, at any time for its own convenience and without cause, terminate this Agreement and the Services in whole or in part by giving the other party at least

thirty (30) days prior written notice. In addition to any remedies that may be provided under these Terms, HFH may terminate this Agreement with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Goods or the Supplier's delivery of the Services, if Supplier has not performed or complied with any of these Terms, in whole or in part. If the Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the HFH may terminate this Agreement upon written notice to Supplier. If HFH terminates the Agreement for any reason, Supplier's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by HFH prior to the termination.

19. Waiver. No waiver by HFH of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by HFH. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Confidential Information. All non-public, confidential or proprietary information of HFH, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by HFH to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by HFH in writing. Upon HFH's request, Supplier shall promptly return all documents and other materials received from HFH. HFH shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Supplier at the time of disclosure; or (c) rightfully obtained by HFH on a non-confidential basis from a third party.

21. Force Majeure. Neither party shall be responsible for the non-performance of its obligations under this Agreement for a maximum period of thirty (30) days if such non-performance is caused by acts of God, acts of civil or military authority, pandemic, civil disturbance, war, fires, laws, regulations, or orders of any governmental body, agency or official ("force majeure event"). The party so affected shall give notice to the other party and shall do everything reasonably possible to resume performance. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the force majeure event, the party whose ability to perform has not been so affected may terminate this Agreement upon written notice and the non-performing party shall be deemed in default.

22. Assignment. Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of HFH. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder. HFH may at any time assign or transfer any or all of its rights or obligations under this Agreement without Supplier's prior written consent to any affiliate or to any person acquiring all or substantially all

of HFH's assets. Supplier expressly and explicitly agrees that HFH may, without Supplier's consent or approval, assign, subcontract, delegate and/or transfer this Agreement or any of its rights or obligations hereunder, to any affiliate or subsidiary organization of HFH or to a Group Purchasing Organization. In the event HFH assigns, delegates or otherwise transfers this Agreement or any of its rights or obligations hereunder to a Group Purchasing Organization ("Assigned GPO"), Supplier expressly agrees that it will remit to the Assigned GPO a contact administrative fee equal to a percentage of the aggregate purchases of all Products that Affiliates purchased under this Agreement, less any credits and returns, from the date of the assignment throughout the term of the Agreement. The administrative fee shall be remitted each month, following the first month of purchases following such assignment.

23. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

25. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.

26. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

27. Notices. Any notices required hereunder shall be in writing and shall be personally delivered, mailed with first-class postage, certified or registered mail, return receipt requested, or sent by Federal Express or other courier service, and addressed at the address set forth below, or to such other person and/or address of which the receiving party has given notice pursuant to this Section. All notices shall be considered given and received on the date appearing on the return receipt thereof, or on the delivery date appearing on the shipping invoice of Federal Express or other courier service.

Henry Ford Health
Attn: Supply Chain Management
1150 Elijah McCoy
Detroit, MI 48202
Email: Supplychainmanagement@hfhs.org

Copy to:

Office of General Counsel
Henry Ford Health System
One Ford Place, Suite 4F
Detroit, MI 48202
Email: Legal@hfhs.org

28. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. Survival. The terms and conditions set forth in this Agreement that by their nature should survive termination, shall survive termination, including, but not limited to, confidentiality, insurance, and indemnification provisions as set forth herein.

30. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.