



PURCHASE ORDER STANDARD TERMS AND CONDITIONS

IF THERE IS A DIFFERENCE BETWEEN THESE STANDARD TERMS AND CONDITIONS AND AN APPLICABLE GPO AGREEMENT, THE APPLICABLE GPO AGREEMENT WILL CONTROL.

As used herein, the term "Supplier" shall mean the vendor supplying products and/or services to The Guthrie Clinic or any affiliated corporations or related entities. "Buyer" and/or "TGC" shall mean The Guthrie Clinic and all affiliated corporations and related entities.

1. **EXISTING AGREEMENT.** TGC purchase orders that are issued under a written and fully executed procurement agreement between TGC and Supplier are subject to the provisions of that procurement agreement and the terms and conditions contained within that procurement agreement shall be controlling.
2. **CONTRACT.** Except as provided in Section 1 above, TGC's purchase order, including all of its terms and conditions, together with any documents of TGC or supplemental terms and conditions of TGC stated or referenced on the face of the purchase order, including these Standard Terms and Conditions (collectively referred to herein as "Agreement"), constitutes the complete, final and exclusive agreement between TGC and Supplier. TGC's acceptance of goods or services from Supplier shall not be deemed to be an acceptance of any such conditional, different, or inconsistent terms and conditions. No changes or additions of any kind to the terms and conditions stated herein, or waiver of any kind shall be binding on TGC unless agreed to in writing signed by an authorized representative of TGC. Commencement of performance by Supplier shall be an acceptance of this Agreement.
3. **PRICING.** The pricing set forth in the purchase order is exclusive of applicable state sales and use taxes. Such taxes, if any, applicable to the products and/or services invoiced to TGC will be paid by TGC to Supplier, who will be responsible for remittance of such taxes to the proper governmental authority. At the request of TGC, Supplier shall provide documentation to TGC evidencing such remittance and Supplier's authority to collect such taxes. Except as may be specified on a purchase order, TGC shall not be liable for any freight charges, delivery charges, fuel surcharges, service charges, minimum or small order charges, tariffs, re-stocking or other additional costs or expenses.
4. **ACKNOWLEDGEMENT.** Supplier should review TGC's purchase order and acknowledge any changes to TGC prior to invoice submission. The review should include but not be limited to the following TGC purchase order attributes (contracted price, purchasing Unit of Measure ("UOM"), Supplier item ID, manufacturer item ID, due date, and product description). Upon Supplier acknowledgement, TGC reserves the right to change the purchase order so that a submitted invoice will match the purchase order.
5. **PAYMENT TERMS.** All invoices shall be paid by TGC net thirty (30) days from receipt of an accurately submitted invoice.
6. **FREIGHT.** All shipping and handling charges shall be included in the final price – F.O.B. TGC's Destination. Supplier shall bear the risk of loss of the shipment. Upon request by TGC, Supplier shall initiate and expedite all claims for loss and/or damage during shipment. Provided that Supplier has complied with the terms of this Agreement, including, without limitation, verification of the validity of the order and address of the shipping location before shipment,



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Supplier's liability for lost or damaged products shall be limited to replacement of the products. In addition to any other remedies available to TGC, at TGC's option, damaged products will be replaced on a rush basis and at no extra cost to TGC. No invoices will be paid on damaged or lost merchandise until the claims are settled, and the payment discount period, if any, shall be extended accordingly. At its sole discretion, TGC can cancel the order if the lost or damaged goods cannot be supplied in a timely manner.

7. **CHANGES.** TGC shall have the right at any time prior to the complete delivery of the goods or services to make changes to the goods and services ordered and changes in packaging, time, place and schedule of delivery, and method of transportation, and Supplier agrees to accept such changes. If any such changes cause an increase or decrease in cost or the time required for performance, and an itemized claim for adjustment is made within thirty (30) days of the notice of change, an equitable adjustment will be made and the applicable terms modified in writing in accordance with the adjustment.
8. **INSPECTION AND QUALITY ASSURANCE.** All goods and services ordered by TGC shall be subject before delivery to inspection, tests, and/or audits by TGC at reasonable times and places. Supplier agrees to provide access for TGC to all facilities at all reasonable times for such inspections, tests, and audits, and, at no additional cost, to provide all tools, equipment, and assistance reasonably necessary. Inspection, tests, or audits before delivery to TGC do not constitute final acceptance nor do they or any other inspecting, testing, or auditing by TGC, or failure of TGC to do so, relieve Supplier from exclusive responsibility for furnishing goods or services in full conformance with the purchase. Supplier warrants that it has and will maintain an adequate quality assurance and/or control program for the goods or services ordered and that it makes and maintains adequate authenticated quality control and/or assurance reports, records, certificates, affidavits, and the like relating to the goods or services ordered. Supplier agrees that upon request and at no additional charge, it will promptly furnish authenticated copies of such reports and documents as well as applicable certificates of conformance and/or compliance acceptable to TGC at the time of or after delivery.
9. **REJECTION.** Goods and services of Supplier shall be received subject to inspection and approval by TGC after delivery. TGC may give Supplier notice of rejection or revocation of acceptance ("rejection" herein), notwithstanding any payment, passage of title, approval, prior test or inspection. No inspection, approval, test delay or failure to inspect or test or failure to discover any defect or other nonconformance shall relieve Supplier of any obligations hereunder or impair or waive any right or remedy of TGC. If it is TGC's judgment that the goods or services do not conform with the requirements of the order, TGC shall have the right to reject them and, in addition to its other rights and remedies, TGC shall have, without limitation, all of the following rights: (1) to return them to Supplier for reimbursement, credit, replacement, or corrections as TGC may direct; (2) to correct, rework, and/or replace with the additional cost to be charged to and paid by Supplier; and (3) to hold them at Supplier's risk and expense for disposal or correction according to Supplier's instructions. Any goods rejected by TGC that are returned to Supplier shall be at Supplier's risk and expense with the cost of packaging, handling, inspection, examination, transportation and the like incidental thereto, to be charged to and paid by Supplier. Such goods shall not thereafter be tendered to TGC for acceptance unless the previous rejection and requirement of correction are disclosed to TGC in writing.
10. **TERMINATION.** TGC has the right to terminate this Agreement for convenience, in whole or in



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part, at any time upon written notice to Supplier. Unless such termination is due to default of Supplier or failure of Supplier to assure adequate performance, TGC shall pay Supplier on a pro rata basis for work completed as of the date of termination and upon such payment all equipment, materials, work-in-progress, finished goods, drawings, information, special tooling, and other things for which TGC has paid shall at TGC's option become the property of TGC and be released by Supplier to TGC upon demand for pick-up and removal. The provisions of this clause are without prejudice to any other rights or remedies of TGC including those resulting from default by Supplier.

11. CANCELLATION. TGC shall have the right to cancel this Agreement, in whole or in part, if the goods or services are in TGC's judgment non-conforming or defective or not delivered as scheduled, or if Supplier fails to comply with or fulfill any of the terms and conditions of the order with TGC's shipping and billing instructions, or if in TGC's opinion the credit or ability of Supplier to perform becomes impaired, whereupon TGC shall have the continuing right to obtain the goods or services ordered from another source with any resulting increase in cost thereof charged to and paid by Supplier, all without prejudice to any other rights or remedies of TGC and in addition thereto.
12. PAYMENTS. Payments by TGC of an invoice from Supplier does not constitute acceptance of the goods or services covered by the invoice. If the work covered by this Agreement may give rise to mechanics' liens or the like, payment shall not be due and the cash discount period shall not commence until Supplier has delivered to TGC a complete release of all liens arising out of the work or receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to TGC indemnifying it against any lien.
13. CONFIDENTIALITY. Supplier shall treat as confidential any non-public information including, without limitation, any data, reports, test results, and other documentation and information regarding TGC's business operations, facilities, finances, marketing, employees, patients or use of the products, and confidential information of third parties identified as such by TGC, any of which are provided to Supplier by TGC or accessed or observed by Supplier in connection with the performance of Supplier's responsibilities hereunder ("Confidential Information"). Without limiting the generality of the foregoing, Supplier agrees:
 - a. Not to disclose or permit any other person or entity access to TGC's Confidential Information, proprietary information, or the terms of this Agreement, except that access shall be permitted to an employee, officer, director, agent, representative, external or internal auditors, independent contractors or regulatory authorities of Supplier requiring access to the same in connection with Supplier's performance under this Agreement.
 - b. Not to use, or permit any other person or entity to use, TGC's Confidential Information or proprietary information for any purpose other than the performance of this Agreement;
 - c. To ensure that its employees, officers, directors, agents, representatives, external or internal auditors and independent contractors are advised of the confidential nature of TGC's Confidential Information and proprietary information and the terms of this Agreement;
 - d. Not to alter or remove any identification, copyright or proprietary rights notice which indicates the ownership of any part of TGC's Confidential Information and proprietary information;



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- e. To notify TGC promptly and in writing of the circumstances surrounding any possession, use or knowledge of TGC's Confidential Information and proprietary information or the terms of this Agreement by any person or entity other than those authorized by this Agreement;
- f. To use reasonable care and implement reasonable controls, but in all events at least the same degree of care and controls that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure or availability of TGC's Confidential Information and proprietary information or the terms of this Agreement;
- g. Upon request or upon termination of this Agreement, to return TGC's Confidential Information and proprietary information to TGC;

14. **WARRANTIES.** Supplier hereby warrants that all products supplied hereunder shall be free and clear of all liens and encumbrances, and that Supplier has good and merchantable title. Supplier further warrants that products shall conform to its product specifications, all guidelines, regulations and standards established by the Department of Health and Human Services, all FDA approved usage(s), and Supplier's representations regarding the functions and uses for which the product is marketed. All of the warranties referenced or set forth in this section shall be in addition to all other warranties that may be prescribed by law. Included in the pricing of each product is a minimum one (1) year warranty. The warranty for each of the products purchased shall commence upon the latest of the following events: successful clinical use of the products by TGC; full clinical acceptance, such acceptance occurring no later than 45 days after Supplier delivers and certifies product(s) ready for use; or, use by TGC of each item in connection with any patients of TGC. In the event that commercially reasonable evidence is produced that the Supplier has provided a product with a defect in workmanship, one of the following remedies will be provided: repair or modification as agreed upon by the parties at Supplier's expense; Supplier provides financial consideration; service maintenance or warranty extension.

- a. **Manufacturers' Warranties.** Supplier shall provide to TGC all warranties for products it receives from its suppliers and all manufacturers' warranties. Supplier assigns to TGC, all suppliers' and manufacturers' warranties and rights of action under these warranties. Supplier authorizes TGC to enforce all warranties received hereunder and shall provide all cooperation reasonably requested by TGC in enforcing same. Any manufacturers' or suppliers' warranties shall be in addition to the warranties provided in this Section and as otherwise provided hereunder.
- b. **Extension of Warranties.** Supplier's warranties provided in this Section and as otherwise provided herein shall run to and extend to, and are for the benefit of, TGC, and its respective successors, assigns, customers, patients, and users of products, and to any other person or entity to whom a product is transferred.
- c. **Services Warranty.** Supplier represents and warrants that its employees, agents, and representatives have the skills and qualifications necessary to perform services under this Agreement in a timely, competent, first class, and professional manner in accordance with the highest industry standards and all applicable governmental requirements, laws, ordinances, rules, and regulations, and that Supplier is able to fulfill the technical service requirements and all other services' requirements for the product



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or service provided hereunder.

- d. Warranties Cumulative. The warranties provided in this Section and all other warranties hereunder are cumulative and shall apply to any replacement or modification of products by Supplier or its employees, agents, or representatives, and these warranties provided under this Section are in addition to any warranties provided at law or in equity.
15. TGC'S PROPERTY AND PARTS. All property of any kind supplied by or paid for by TGC shall be and remain TGC's property and Supplier agrees to be accountable for it and to maintain it in good condition and repair except to the extent that it is integrated into goods furnished by Supplier to TGC under this Agreement. Parts of TGC which have been or are to be processed by Supplier are consigned to Supplier for the work specified and remain TGC's property. Property and parts of TGC shall not be used for any purpose except to satisfy this Agreement or other agreements of TGC to Supplier. All TGC's property and parts while in Supplier's custody or control shall be held at Supplier's risk, free of all liens, encumbrances, or security interests of Supplier or third parties, and shall be kept insured by Supplier at Supplier's expense in an amount equal to replacement cost with loss payable to TGC. Supplier agrees to hold harmless, defend, and indemnify TGC against all loss or damage to such property or parts while they are in Supplier's custody or control. All property and parts are subject to removal by TGC at any time and to return upon TGC's request.
16. INDEPENDENT CONTRACTOR. Supplier is and shall remain an independent contractor. Both parties acknowledge that Supplier shall perform the services provided in the Agreement as an independent contractor, and not as an agent for, partner of, or joint venture with TGC. Nothing contained herein shall be considered as creating an employment, partnership, or joint venture relationship between TGC and Supplier. No employee, agent, or representative of Supplier or its subcontractors shall be deemed to be an employee of TGC. It shall be Supplier's responsibility to withhold any pay wages, taxes and applicable benefits to Supplier's employees/staff assigned to TGC hereunder. Supplier shall provide all safeguards and take all necessary precautions in connection with work and services performed by or for it relating to this Agreement to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property and shall be solely responsible therefor. Supplier warrants that all work and services relating to this Agreement will be done in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards and specifications concerning safety, performance, and otherwise.
17. INDEMNIFICATION. It is hereby stipulated and agreed between Supplier and TGC, that with respect to any claim or action arising out of any services performed under or pursuant to this Agreement or goods purchased under this Agreement, each entity shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements or judgments resulting from the negligence, actions or omissions of its own agents, representatives and employees.
18. HOLD HARMLESS. Supplier agrees to indemnify and hold harmless TGC from and against any and all claims, demands, actions, settlements or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence,



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actions or omissions of Supplier, its agents, representatives and employees.

TGC agrees to indemnify and hold harmless Supplier from and against any and all claims, demands, actions, settlements or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of TGC, its agents, representatives and employees.

19. INSURANCE

Supplier shall, at its own cost and expense, obtain and maintain in force during the term of this agreement, insurance coverage in the types and limits set forth below for any claims which may arise from or in connection with the performance of the work hereunder by the Supplier, or the Supplier's agents, representatives, employees or subcontractors. It is also the Supplier's obligation to maintain the types of insurance in amounts customary to the industry and with limits of coverage that are commensurate with the degree of risk, exposure, and liability of the Supplier, as well as, when it is required by law or as set forth below, whichever is greater. Such insurance shall cover Supplier and any individual supplied by the Supplier. Any coverage amounts may be achieved by either traditional insurance risk transfer, a risk retention group, or other self-insurance arrangement acceptable to TGC. Failure of the Supplier to fully comply with any applicable requirements during the term of the agreement may be considered a material breach of agreement and may be cause for immediate termination of the agreement at the option of TGC. Any termination by TGC will be provided by written notice to Supplier without monetary penalty to TGC.

<u>Kind of Insurance</u>	<u>Minimum Limits</u>
<u>WORKERS' COMPENSATION</u> (Not required if Supplier has no employees)	Statutory (Coverage A) Employers' Liability coverage (Coverage B) shall be included with a minimum limit of liability of \$1,000,000 per occurrence.
<u>COMMERCIAL GENERAL LIABILITY</u> Commercial General Liability insurance coverage must be on an occurrence basis and include but not be limited to, premises liability, unmodified contractual liability, products and completed operations liability, product recall, personal and advertising injury, covering claims which may arise from or out of the performance of obligations hereunder.	\$1,000,000 per occurrence \$2,000,000 aggregate For Clinical Trials: \$1,000,000 per occurrence \$2,000,000 aggregate
<u>AUTOMOBILE INSURANCE</u> If vehicles are used in the performance of the obligations under this agreement, then Supplier shall maintain liability insurance for all owned, non-owned or hired vehicles.	\$1,000,000 Combined Single Limit.
<u>CYBER LIABILITY INSURANCE</u> Coverage shall be sufficiently broad to respond to the duties and obligations in this agreement and shall include, but not be limited to,	\$15,000,000 per incident/claim \$15,000,000 aggregate



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claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, data recovery, regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.	
<u>PROFESSIONAL LIABILITY - MALPRACTICE</u> <ul style="list-style-type: none"> • FOR EACH PENNSYLVANIA-BASED PHYSICIAN • FOR EACH MID-LEVEL PROVIDER <p>Each Physician/Mid-Level Provider must carry separate limits.</p>	\$1,000,000 each medical incident \$3,000,000 aggregate
<u>PROFESSIONAL LIABILITY - MALPRACTICE</u> <ul style="list-style-type: none"> • FOR EACH NEW YORK-BASED PHYSICIAN ONLY <p>Each physician must carry separate limits.</p>	\$1,300,000 each medical incident \$3,900,000 aggregate
<u>PROFESSIONAL LIABILITY - MALPRACTICE</u> (INSTITUTIONAL COVERAGE) <ul style="list-style-type: none"> • FOR SUPPORT STAFF AND SUPPLIER 	\$1,000,000 each medical incident \$3,000,000 aggregate
<u>CLINICAL TRIALS LIABILITY INSURANCE</u> (REQUIREMENT OF THE CLINICAL TRIAL SPONSOR) Clinical Trial coverage can be with an endorsement as part of a general liability and/or products liability program or as a stand-alone Clinical Trials Liability Insurance policy.	\$1,000,000 per occurrence \$2,000,000 aggregate
<u>AIRCRAFT LIABILITY AND AVIATION GENERAL LIABILITY</u>	Combined Single Limit for Bodily Injury, Personal Injury and/or Property Damage: \$50,000,000 per occurrence. Personal Injury is sub limited to \$25,000,000 any offense and in the aggregate, including AVN52 (War Liability), the sublimit is: \$50,000,000 per occurrence and in the aggregate, except with respect to passengers which the full policy limit to apply (this limit is included with the policy limit and not in addition to).
<u>PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS [E&O] INSURANCE)</u> This insurance is for claims arising from negligent acts or failure to provide the level of advice or service expected. Types of Business, but not limited to: Beauticians/Salon Services/Barber, Management/Business Consultants, Accountants,	\$1,000,000 per occurrence \$1,000,000 aggregate



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Engineers and engineering firms, General Contractors, Educators, Architect/Design, etc.	
<u>EXCESS / UMBRELLA LIABILITY INSURANCE</u>	<p>\$10,000,000 per claim/aggregate</p> <p>FOR ANY ANESTHESIA, OBSTETRICS OR EMERGENCY MEDICINE CLINICAL AGREEMENT</p> <p>-----</p> <p>---</p> <p>This coverage may also be used to achieve the minimum liability limits for any applicable insurance listed above.</p>
Insurer Requirements: <ol style="list-style-type: none">1. Issued by insurance companies authorized to do business in the Commonwealth of Pennsylvania and/or the State of New York.2. A.M. Best Rating A- or better.	

Specific Requirements:

1. For any claims related to the agreement, the Supplier's insurance coverage will be primary insurance. Any insurance or self-insurance maintained by TGC shall be non-contributory.
 2. In the event the form of insurance is claims made, Supplier warrants and represents that they will purchase appropriate tail coverage for claims, demands, or actions reported in future years for acts or omissions during the term of this agreement. The retroactive coverage date shall be no later than the effective date of the agreement.
 3. Supplier agrees to notify TGC of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this agreement.
 4. Supplier will permit no subcontractor to enter upon or continue the performance of this agreement unless such subcontractor is and remains insured in accordance with the requirements listed above. Supplier shall indemnify TGC for any loss suffered by it for the failure of any subcontractor to be so insured. The indemnity shall survive expiration or termination of the agreement.
 5. Upon written request, Supplier will provide evidence of its insurance through a Certificate of Liability Insurance (COI) issued by Supplier's insurance broker/agent.
20. FORCE MAJEURE. TGC reserves the right to cancel the contract in whole or in part or to delay delivery or acceptance for causes beyond its control. At TGC's request, Supplier will hold the goods or services pending TGC's instructions and TGC shall be liable only for a reasonable increase in Supplier's direct costs due to such holding.



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21. **REGULATORY AND ACCREDITATION REQUIREMENTS.** Supplier warrants and attests that products and any services covered under the terms hereof, including any that may have been subcontracted per the terms hereof, are compliant under the Federal Food, Drug and Cosmetic Act if applicable. Supplier further warrants and attests that products and any services covered by this Agreement, including any that may have been subcontracted per the terms hereof, are compliant with all applicable TGC policies, specifically those pertaining to vendor access practices within TGC facilities, conflicts of interest and interaction between industry representatives and TGC and Supplier responsibilities under the Deficit Reduction and False Claims Acts. With respect to Supplier operations, Supplier shall comply with all applicable regulatory, accrediting, state and federal regulations. In addition, Supplier shall cooperate with TGC as required to establish compliance with licensure accreditation and other pertinent agency requirements, including but not limited to production of relevant documents and records as they pertain to the products or services provided by Supplier hereunder.
22. **NO SUBCONTRACTING.** Supplier shall not subcontract nor delegate performance of all or any part of its obligations hereunder without the prior written consent of TGC. TGC's consent to subcontracting by Supplier shall not relieve Supplier of any of Supplier's duties or obligations hereunder. Supplier shall be liable for all acts or omissions of its subcontractor(s) and anyone employed directly or indirectly by such subcontractor(s). Supplier shall require any subcontractor to maintain adequate and appropriate insurance coverage. In the event that Supplier may utilize a supply partner(s) for some of the goods that TGC will purchase through this Agreement, TGC may grant permission to Supplier to subcontract certain services through the named supply partner(s) specified in writing to and approved in writing by TGC. In the event Supplier elects to change subcontractors, Supplier agrees to notify TGC of such change immediately and provide TGC with samples of work performed by the new subcontractor to insure continuity of quality and construction. Failure to notify TGC could constitute material breach.
23. **Federal Contractor Requirements: To the degree the Federal Contractor Requirements are applicable to the service(s) or product(s) included in this Agreement, Supplier is subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated into this Agreement by reference, as applicable. In addition, Supplier is subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference, as applicable. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities.**
24. **NOTICES.** All notices or communications required or permitted hereunder, or otherwise given by one party to the other, shall be in writing and shall be deemed delivered when sent by personal delivery, certified or registered mail, postage prepaid, return receipt requested or sent by express courier to the parties at the addresses below:

Notice to Supplier:

Address set forth on Supplier's invoice

Notice to The Guthrie Clinic:



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Lea Scopelliti
Director, Strategic Sourcing
The Guthrie Clinic
1 Guthrie Square
Sayre, PA 18810

Either party may change the persons and addresses to which notice or other communications are to be sent by the methods stated above, provided that notice of such changes shall be effective only upon receipt.

25. **LIMITATION ON TGC'S LIABILITY.** In no event shall TGC be liable for consequential, incidental, or special damages of any kind or for damages in excess of the price allocable to the portion of the goods or services on which the claim is based. Action on any claim against TGC must commence within one year after the cause of action has accrued.
26. **PRESERVATION OF RIGHTS.** No delay or omission on the part of TGC to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power or any acquiescence therein, nor will the action or inaction of TGC impair any right or power arising hereunder. TGC's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which TGC may have at law or in equity.
27. **ILLEGALITY.** In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
28. **GOVERNING LAW AND JURISDICTION.** The transaction provided for in the purchase order will be deemed to be made in Pennsylvania. This Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws rules. Supplier hereby irrevocably consents to the exclusive jurisdiction of any state or federal court for the county or judicial district of Bradford, County, Pennsylvania; provided that nothing herein will prevent TGC from bringing any action, enforcing any award or judgment against any security or against any property of the Supplier within any other county, state or other foreign or domestic jurisdiction. TGC and Supplier agree that the venue provided above is the most convenient forum for both TGC and the Supplier, and Supplier waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.
29. **RIGHT TO AUDIT.** Supplier shall allow TGC or persons authorized by and acting on behalf of TGC, including its independent public accountants, and federal and state governmental and bank regulatory authorities having jurisdiction over TGC's business, reasonable access during normal business hours to the books, records, procedures and facilities of Supplier related to this Agreement to inspect, review, examine and audit such books, records, procedures and facilities. Supplier shall reasonably cooperate with TGC, such other persons authorized by TGC and any governmental and bank regulatory authorities in the conduct of such examination and audit, including giving them access for discussion of any audit, to officers and the independent public accountants of Supplier. Any third party provider, subcontractor or agent of Supplier in the



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performance of this Agreement shall be required by Supplier to grant TGC, its authorized persons and such governmental and bank regulatory authorities the same access and audit rights.

30. **ELECTRONIC COMMERCE.** Supplier acknowledges that TGC currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of products hereunder. For purposes of this provision "Key Documentation" means purchase orders, order acknowledgements, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of this Agreement. Supplier acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by TGC to facilitate transmission of Key Documentation electronically, and (ii) Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because transmitted or executed electronically. To the extent required by TGC, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission and use of such digital identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document.
31. **HIPPA COMPLIANCE.** Supplier agrees that to the extent that Supplier has access to patient information Supplier shall comply with the Privacy Rule and Security Rule, pursuant to the U.S. Department of Health and Human Service issued Regulations on "Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164 – the "Privacy Rule), and the "Security Standards (45 C.F. R. Parts 160, 162 and 164 – the "Security Rule), along with TGC's current Business Associate Agreement terms and conditions, including any future modifications thereto.
32. **STARK/FRAUD & ABUSE.** To evidence compliance with federal laws prohibiting payments for referrals, including the Stark Law Medicare and Medicaid Anti-Fraud and Abuse laws and HIPPA, Supplier represents and warrants, that any financial relationship (as defined in the Stark Law, Fraud and Abuse laws and related regulations) between a physician and Supplier, currently and during the term of this Agreement, conforms now or will conform from its inception with an exception under the Stark Law and a safe harbor under the Fraud and Abuse laws. No payments hereunder shall be for referrals of patients and no provision of this Agreement shall require or is intended to be construed to require that Supplier or physician under the control of Supplier shall make referrals of patients to TGC.
33. **ENVIRONMENTAL LAW COMPLIANCE.** Supplier, as applicable, has been and is in compliance with all state and federal Environmental Laws. For purposes of this Section, "Environmental Laws" shall include all constitutional provisions, statutes, ordinances or other laws, duly enacted and enforceable rules or regulations, any binding interpretations or orders of any governmental entity relating to polluting the environment including any emissions, discharges, releases, or threatened releases of pollutants, contaminants, chemicals, pesticides or industrial, infectious toxic or hazardous substance (including friable asbestos) or waste into the environment (including ambient air, surface water, groundwater, land surfaces, subsurface



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strata) through processing, generation, distribution, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals, or industrial, infectious, toxic or hazardous substances or wastes. Supplier will promptly notify TGC of any material environmental condition upon Supplier's awareness of it.

34. Upon written request, Supplier agrees to permit access by the duly authorized representative of the Secretary of the Department of Health and Human Services, and the Comptroller General of the United States, to this Agreement and to Suppliers' books, documents and records, as necessary to verify the cost of services provided hereunder, and to allow similar access to agreements between it and organizations related to it, and to its books, documents and records for a period of four (4) years after such services are furnished under this Agreement or any sub-contracts, all in accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 90-499) and Section 1861 (v) (1) (I) of the Social Security Act and regulations issued thereunder. In order for Supplier to provide quality assurance monitoring and access consistent with the Omnibus Reconciliation Act of 1980, Supplier shall collect, store and maintain data on all procedures performed by Supplier, such data shall be the property of Supplier.
35. OTHER PROVISIONS. The provisions hereof and in the purchase order set forth the entire agreement between TGC and Supplier. TGC's failure to assert any right is not a waiver of it or any other right. Time is of the essence. All money due to Supplier is subject to deduction or set-off by TGC to cover any counterclaim arising out of this or any other transaction with Supplier. If the development of goods or the services performed by Supplier and paid for by TGC under this Agreement result in patentable, copyrightable, or proprietary property, all rights, title, and interest thereto shall belong to and be assigned to TGC, unless otherwise specified in writing.