

TERMS AND CONDITIONS OF PURCHASE

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 a Buyer’s offer to Seller. Acknowledgment hereof by Seller to Buyer shall constitute Seller’s acceptance of such order, including all of the terms and conditions herein set out. In the absence of such acknowledgment, commencement of delivery of the Articles and/or services and acceptance of such deliveries by Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no other unless there is a signed overriding agreement between the parties. This order must be acknowledged by promptly returning attached completed form regardless of any other forms he may use.

2. Packing: The Articles shall be packed and shipped by Seller in accordance with Buyer’s instructions and good commercial practice and so as to insure that no damage shall result from weather or transportation. Unless otherwise stated all deliveries and prices are f.o.b. destination and prices include and Seller shall pay all transportation, insurance, packing and other charges and taxes to the f.o.b. point.

3. Warranty Product and Services: Seller represents and warrants that Seller has the power to enter into and perform its obligations under this order.

The Seller expressly warrants that the Articles shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code (see “CONTROLLING LAW”) in effect on the date of this order. In addition to all warranties which may be prescribed by law, the Article shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. If this order for purchase is for services, Such warranties, including warranties prescribed by law, shall run to Buyer, its successors assigns, and customers, and to users of the Articles, for a period of one (1) year after delivery or for such longer period as may be allowed by law. Seller warrants that Seller’s or Seller’s subcontractors’ services under this order shall be performed in a diligent and professional manner by qualified personnel. Seller further warrants to Buyer that (a) Seller had clear title to the Products and clear of all liens and encumbrances; (b) to the best of Seller’s knowledge, the Products do not and will not infringe, or be misappropriations of, the property rights of third parties; and (c) any software contained in the Products does not contain any viruses or disabling contaminants including codes or instructions that could be used to delete or damage software (d) Seller has not been convicted of a criminal offense under the Medical or Medicaid Program; subject to civil monetary penalty under the Medicare or Medicaid Programs; excluded from the Medicare or Medicaid Programs; is not among the individuals or entities identified on any list compiled pursuant to Executive Order 13224; the fees and costs provided under the terms of this order are consistent with fair market value in arm’s length transactions and have not been determined in any manner with regard to or have been given in exchange for any implicit or explicit agreement to provide favorable procurement decisions with regard to any of Seller’s other products or services or to the value or volume of any business generated between the parties; and any services to be performed under the order do not and will not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; it is aware that any discount, bonus, rated or reduction in charge or price that is different from what it currently reflected in this order issued by Seller to Buyer under this order may constitute a discount or reduction in price within the meaning of Section 1128(b)(3)(A) of the Social Security Act [42 U.S.C. Section 1320a-7b(b)(3)(A)] and Seller had disclosed all discounts, bonuses, rebates, or reductions in charges or price and all invoices shall reflect the pricing in this order. This provision shall survive termination or expiration of this order.

4. Warranty Price: Seller warrants that the prices charged Buyer, as indicated on the front side hereof, are no higher than prices charged on orders placed by others for similar quantities on similar conditions subsequent to the last general announced price change. In the event Seller breaches this warranty, the prices of the Articles shall be reduced accordingly retroactively to date of such breach.

Cash discounts (if any) must be shown on face of Invoice.

5. Sales Tax Exemption: Unless otherwise specifically indicated on the face of this purchase order, this transaction is exempt from Illinois Retailer’s Occupation Tax and other service or sales or use tax and all invoices should be net of such taxes.

6. Patent Infringement Indemnity: To the extent the Articles are not manufactured in accordance with Buyer’s designs, Seller shall indemnify and hold Buyer, its successors, assigns and customers and users of its products, harmless for any claimed infringement of any United States patent, trade name, trademark or copyright, which shall have been issued of the time of the execution of this order with respect to the Articles and Seller shall defend the same, including any legal action thereon at its expense, including reasonable attorney’s fees. Buyer shall promptly notify Seller of such claimed infringement. This provision shall survive termination or expiration of this order.

7. Termination: (a) Buyer may terminate this order, in whole or in part, without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure or any of the other terms or conditions hereof. (b) Buyer may terminate this order in whole or in part, at any time for its convenience by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and the placement of subcontracts, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller’s possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination. (c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller. (d) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records and papers related thereto.

8. Changes: Buyer at any time may make changes in the quantities ordered or in the specifications or drawings relating to the Articles or may change or amend any other term or condition of this order, in which event an equitable adjustment will be made to any price, time of performance, and/or other provisions of this order required to be changed thereby. Any claim for such an adjustment must be made within fifteen (15) days from the date of receipt by Seller of such change.

9. Compliance with Statutes and Government Requirements: Seller warrants and certifies that all services to be performed and all materials or articles listed hereunder have been and will be produced in compliance with and subject to (a) all applicable federal and state statutes, amendments thereto and regulations issued pursuant thereto, and (b) all applicable orders and regulations of the executive and other departments, agencies and instrumentalities of the United States. Seller agrees that the Comptroller General of the United States, the United States Department of Health and Human Services (“HHS”) and their duly authorized representatives will have, pursuant to 42 CFR§420.302, upon request, until the expiration of four (4) years after the products or services under this order are furnished, access to this order and any other contract for the performance of any part of this order, the cost or value of which is \$10,000 or more, between a party and a subcontractor, or any organization related to a party. The Comptroller General of the United States, HHS, and their duly authorized representatives will also have access to the books, documents, and records of a party relating to this order and of any subcontractor, and which contract has a cost or value of ten thousand dollars (\$10,000) or more. Any contract between a party and a subcontractor with a value of ten thousand dollars (\$10,000) or more will contain a provision with language substantially similar to the language in this Section. This provision shall survive termination or expiration of this order. By acceptance hereof, Seller certifies compliance with the “Fair Labor Standards Act” of 1938 (as amended) in the performance of this order and that any equipment or machinery sold hereunder complies with the requirements of the Occupational Safety and Health Act as amended.

10. Nondiscrimination in Employment: The Seller referred to in the following paragraphs as the “Contractor” agrees not to discriminate against qualified persons on the basis of their handicap and further agrees to abide by the provisions of Executive Order No. 11246 where applicable. The President’s Executive Order No. 11246 on equal employment opportunity is hereby made a part hereof as though wholly set forth herein. “During the performance of this contract, the contractor agrees as follows:

a.) The contractor will not discriminate against any employee or applicant from employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b.) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The contractor will include provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. Indemnity and Insurance: Seller shall indemnify and hold Buyer, its employees, its customers and users of the purchased Articles harmless for any claim, demand, cause of action, debt or liability, including reasonable attorneys’ fees to the extent that such action is based upon a claim that (a) if true would constitute a breach of Seller’s representations, warranties or agreements under this order (b) arises out of the negligence or willful misconduct of Seller (c) or any of the Products to be provided to Buyer by Seller infringes or violates any rights of any third parties and (d) for any property damage, personal injuries or death arising out of Seller’s (or its subcontractor’s) work or performance hereunder. Seller shall procure and maintain insurance against such risks as Buyer shall reasonably request. This provision shall survive termination or expiration of this order.

12. Setoff: Buyer may set off any amount due from Seller to any division or department of Buyer, whether or not under this order, against any amount due Seller hereunder.

13. Assignment: Seller shall not assign this order or any interest herein, including any performance or any amount which may be due or may become due hereunder, without Buyer’s prior written consent.

14. Subcontracting: If any Articles are to be made to Buyer’s design or services or modifications are to be provided with respect to property owned by Buyer, the Buyer, of its option, may require Seller to furnish waivers of lien or Contractors affidavits, as necessary, to protect the Buyer’s interest in the subject property. All subcontracting by Seller with respect thereto shall be subject to Buyer’s written approval.

15. Advertising: Seller shall not advertise or publish the fact that Buyer has placed this order without Buyer’s prior written consent except as may be necessary to comply with a proper request for information from an authorized representative of any government unit or agency.

16. Controlling Law: This order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Illinois.

17. Notice of Labor Disputes: Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer. Seller shall insert the substance of this paragraph in any subcontract hereunder so that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify Seller of all relevant information with respect to such dispute.

18. Trademarks: Seller shall not acquire or claim any right, title or interest in any trademarks or servicemarks Buyer requests Seller to affix to the Articles purchased, or use in any of such trademarks or servicemarks on any Articles produced for itself or any one other than Buyer.

19. General: All warranties shall be construed as conditions as well as warranties. No waiver of a breach or 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 Buyer in writing. This order shall constitute the entire agreement between the parties: (a) Invoice must be submitted in triplicate (b) Invoices are to be mailed day following shipment (c) Buyer reserves right to cancel this order if not shipped within time specified and to charge Seller for failure to consign shipments in accordance with directions (d) Unless expressly agreed to in writing by Buyer, the terms of this order shall take precedence over any attachment, including but not limited to Seller’s quote or statement of work. This provision shall survive termination or expiration of this order.

20. Additional Conditions: In the event this purchase order is issued under or pursuant to a federal, state or other government contract or grant identified on the face of this purchase order, those additional conditions required by said contract or grant or by operation of law shall be incorporated herein and made additional conditions of this purchase order. In the event of any conflict between the conditions set forth above and the additional conditions, if any, the additional conditions shall apply. The Buyer agrees to provide copies of any additional conditions upon Seller’s request.