

# LifeNet Health Purchasing Terms and Conditions

**Acceptance of Terms and Conditions:** The provision of products or services (the "Products") to LifeNet Health and its Subsidiaries ("LNH") is expressly made conditional upon Supplier's agreement to any existing agreement in place between the Supplier and LNH. If there is not an agreement in place, these Terms and Conditions shall govern and control the Products procured by LNH from the Supplier.

In the event of any conflict between these Terms and Conditions and Supplier's acknowledgement, these Terms and Conditions shall control.

**Assignment:** Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by the Supplier. The Supplier will not accept an order from a LifeNet Health representative without a valid PO issued by the Purchasing Department. The Supplier shall not delegate any duties, nor assign any rights or claims under this PO without prior written consent of LNH, and any such attempted delegation or assignment shall be void.

**Freight:** Materials are ordered on an "FOB Destination" basis unless agreed otherwise. If approved, freight charges must be pre-paid and added to the invoice at (upon) shipment. LNH does not accept shipments sent COD. Supplier must provide a BOL or tracking number to LNH upon request to provide evidence of shipment and receipt.

**Time compliance:** If the Supplier does not supply the materials and/or services at the time specified, LNH reserves the right, at LNH's sole discretion, to cancel the entire order, or that portion of the order not delivered in a timely manner, and receive a refund or credit for the material not rendered. LNH reserves the right to use other Suppliers and will hold the Supplier liable for reasonable costs and damages incurred by LNH should the Supplier be unable to complete the Purchase Order. The Supplier will not reimburse LNH for any failure outside of their direct control (weather delays, airline delays, acts of war / civil disobedience, unavoidable traffic delays, government/regulation delays). The Supplier will communicate delivery delays to [Buyers@lifenethealth.org](mailto:Buyers@lifenethealth.org) in as near real time as possible, not to exceed thirty minutes of becoming aware of a delay, and will make alternate plans to provide the best alternative solution. The Supplier will reimburse LNH the cost of freight and all related fees when the Supplier's employees and/or their sub-contractors are directly responsible for the service failure due to their negligence or acts of omission.

**Inspection of Goods and Warranty:** Suppliers of materials/goods warrant, at the time of shipment, that the product(s) ordered will be free from defects and in proper working order; and the products shipped will be in accordance with all applicable specifications and requisition documentation for materials (such as Certificates, product information, manuals, etc.) will be provided upon request. LNH will perform an incoming inspection of goods. If the items shipped do not conform to the PO or are received damaged, LNH will notify the Supplier of the inspection failure. The Supplier will make correction at no expense to LNH. Suppliers of Services warrant that

the Services shall be performed (a) in a professional and workmanlike manner, (b) in accordance with all applicable Specifications, (c) by adequate numbers of personnel that have the skills, training and experience commensurate with their responsibilities in connection with performance of the Services, and (d) in accordance with all applicable laws and regulations.

**Restocking fees:** LNH shall not be liable for any restocking fees or like charges without prior written consent of LNH.

**Terms and Invoicing:** LNH requires a 2%45/N60 schedule. Invoices must match Quote or Contract pricing. Payment is upon evidence of satisfactory receipt and acceptance by LNH. Invoices are expected to include the appropriate Purchase Order number, and emailed to the LNH Accounts Payable Department at [APINVOICES@lifenethealth.org](mailto:APINVOICES@lifenethealth.org) for processing. Transmission of invoices via any other method or to any other address requires the written permission of the LNH Manager of Accounting. All invoices must include at a minimum; LNH PO Number, the Supplier name, address, telephone number, contact person, email address for contact, itemized quantity and description of products delivered, itemized pricing and total amount due, delivery address, and the Supplier's Invoice number.

**Audit Rights:** LNH reserves the right, with appropriate notice, to conduct on-site inspections of the Supplier's premises. Further, LNH may audit the Supplier's quality systems, records, and procedures on a periodic basis to confirm compliance with Terms, regulations, and industry standards. Additional areas that may be addressed include the achievement of customer expectations, conformance to specifications, and other similar requirements. The Supplier shall not distort records or unreasonably delay, limit, or otherwise hinder LNH's access to this information.

**Notices:** All changes pertaining to the Purchase Order, which includes (but not limited to) back ordered product(s), product discontinuation, recall, any changes to the form, fit, function, formulation or material composition of the item(s), change in testing, repair parts, or specification standards must be submitted via email to [Buyers@lifenethealth.org](mailto:Buyers@lifenethealth.org).

**Taxes:** LNH is Tax exempt under Commonwealth of Virginia tax code 58.1-609. LNH is a 501(c) 3 Organization.

**Publicity:** Any publicity regarding the Purchase Order (logos, marks, picture, descriptions, results, methods, notice of award, or samples thereof) is prohibited except with LNH's written approval. The Supplier shall not advertise or publish the fact that LNH has contracted to purchase services or material from the Supplier, nor shall any information relating to this Purchase Order be disclosed without LNH's prior written permission.

**Confidential Information:** All information, whether reduced to writing or not, furnished or disclosed to the Supplier by LNH, in connection with this Agreement, which is identified as or is reasonably known to be "Confidential" or "Proprietary" and is received in confidence, shall remain

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the property of LNH and shall not be disclosed to any third party without LNH's written consent. The Supplier shall not use any such information for any purpose other than compliance with this Agreement. Upon completion by the Supplier of its obligations under this Agreement or upon LNH's request, such data, specifications, designs, and other similar information, or any copies thereof shall be returned to LNH. The Supplier or their employees will not inspect, view, peruse, or examine any LNH paperwork or documents, unless provided for review by LNH personnel. The Supplier agrees to train employees that have access to LNH's confidential information as to the proper handling of confidential information. For purposes of this Agreement, all donor related documentation and all customer lists provided by LNH are considered confidential and proprietary. Depending on the nature of the purchase, the Supplier may be required to complete a Confidentiality Agreement and a Supplier Selection Questionnaire. It is further agreed that each party remains the owner of its information and documents, and that such information and documents can be used by the other party only for the purpose of performing under the terms of this Purchase Order. The disclosure of any such information or documents to any third party requires prior written approval of the owner of such information and requires the prior written agreement of such third party to safeguard the confidentiality. The provisions of this section shall survive the completion of any purchase order or termination of any agreement for any reason. The provisions of this Section shall survive termination or expiration of this agreement and any specific order or shipment.

**Substitute Goods:** No substitute will be accepted without specific written approval. We reserve the right to reject and hold subject to supplier's disposal all materials not conforming to specifications noted on the purchase order. Purchaser's inspection shall be final.

**Headings and Captions:** Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Purchase Order.

**Insurance:** Supplier shall maintain Insurance as deemed adequate by its Management, but at minimum should include General and Personal Liability limits of no less than \$2MM, as well as statutory Worker's Compensation insurance as required by Law.

**Bankruptcy:** In the event of any proceeding by or against the Supplier in bankruptcy, reorganization or insolvency or for the appointment of a receiver or any assignment for the benefit of creditors, LNH may terminate this order without further liability except for conforming deliveries previously made.

**Additional information:** Some Suppliers, by the nature and extent of the business relationship, will be provided additional Terms and Conditions as part of the LNH Bid process, Agreements, or Contracts. If LNH has multiple agreements with the Supplier, a breach of any of the Agreements may be interpreted by LNH as a breach in all Agreements with the Supplier. The terms of the breached Agreement would identify the appropriate plan of action. Failure to comply with these Terms and Conditions could prompt removal from LNH's Approved Supplier List or result in other actions being initiated. By accepting a LNH Purchase Order, the Supplier warrants that they are not currently listed on the U.S. Department of Health and Human Services' "Office of Inspector General's List of Excluded Individuals/Entities" (OIG LEIE), and agrees to inform LNH should that status change prior to the completion of business dealings with LNH.

**Amendment and Modification:** These Terms and Conditions may only be amended in writing signed by an authorized representative for both the Supplier and LifeNet Health. All attempts to modify these Terms and Conditions by any other means are void and have no effect.

LifeNet Health Purchasing  
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