

**PURCHASE ORDER
TERMS & CONDITIONS**

A. AGREEMENT: This Purchase Order referred hereto as the "Agreement" is issued by Veterans Utility Services, LLC, (VUS) and is subject to these Purchase Order terms and conditions referred hereto as "Terms and Conditions" and upon acceptance of Purchase Order are agreed to by the Seller. "Seller" means the contractor, supplier provider, vendor or seller as identified in the applicable Purchase Order. This purchase order shall be deemed a Michigan contract and shall be governed by the laws of the State of Michigan. This purchase order (including documents attached or incorporated by reference) constitutes the parties' entire agreement with respect to its subject matter, and shall not be modified or supplemented, except in writing, signed by the parties. Seller may not assign or otherwise transfer this purchase order, in whole or in part, without Buyer's prior written consent.

B. ACCEPTANCE

The Purchase Order is Buyer's offer to purchase goods and/or services from Seller, Buyer's placement of Purchase Order with Seller is expressly conditioned upon Seller's acceptance of all of the terms and conditions of purchase contained on or attached to the Purchase Order and these Terms and Conditions.

1. Additional or different terms or conditions which may appear in any communication from Seller are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by Buyer's Supply Chain Management department and no such additional or different terms or conditions in any printed form of Seller shall become part of this contract despite Buyer's acceptance of goods or services, unless Buyer agrees in writing.
2. Any objection by Seller to these Terms and Conditions shall be ineffective unless Buyer is advised in writing thereof on the earlier (i) of Seller's fulfillment of the applicable Purchase Order or (ii) within ten (10) days of the date of the Purchase Order.
3. **IDENTIFICATION:** All invoices, packages, shipping notices, instruction manuals and other written documents related to the Purchase Order shall contain the applicable order number. Packing lists shall be enclosed in each box or package shipped pursuant to the Purchase Order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received & accepted by Buyer.
4. **SHIPPING INSTRUCTIONS:** All goods are to be shipped freight prepaid by Seller to Buyer's designated location, unless otherwise stated in the applicable Purchase Order. In the event Buyer authorizes in writing goods may be shipped at Buyer's expense, Seller shall prepay all shipping charges, route the goods by cheapest common carrier, or the carrier specified by Buyer, and list said charges as a separate item on Seller's invoice and such charges shall be invoiced at actual amounts paid by Seller without upcharge or additional fee. Buyer reserves the right to reject C.O.D. shipments.
5. **SPECIAL CHARGES:** Seller shall be responsible for the payment of all charges for handling, packaging, wrapping bags, containers and related matters unless Buyer has assumed an express obligation therefore by notation on the Purchase Order.
6. **DELIVERY:** Time is of the essence, and the Purchase Order may be terminated if delivery is not made or services are not performed by the date specified on the Purchase Order. No change in the scheduled delivery date or performance will be permitted without Buyer's prior written consent.
7. **PAYMENT:** Upon issuance of this Purchase Order and delivery of the goods or services subject to this Purchase Order, Seller shall invoice for the fees in this Purchase Order. Buyer will pay all undisputed fees on such invoice within sixty (60) days of receipt of such invoice or as soon as the Buyer is paid by the it's customer, For all intents and purposes this agreement is a "Paid when Paid" agreement.
8. **PRICES:** If price is not stated on the Purchase Order, it is agreed that the goods or service shall be billed at the price last quoted, or paid by a customer of Seller, or the prevailing market price, whichever is lower. No agreements other than those shown on the Purchase Order and these Terms and Conditions shall be binding unless made in writing and signed by both parties.
9. **CASH DISCOUNTS:** If Buyer is entitled to a cash discount the period of computation thereof will commence on the date of acceptance or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the discount period shall commence on the date on which an agreed adjustment of the price is reached. If a cash discount is made part of the contract, but the invoice does not reflect the existence thereof, Buyer is entitled to a cash discount with the period commencing on the date Buyer determines that a cash discount applies.
10. **TAXES:** Seller shall pay all taxes that may arise out of its sale of the goods and services to Buyer. Buyer agrees to pay State Sales or Use taxes or provide Seller an exemption certificate.

B. ASSIGNMENT: Seller shall not assign the Purchase Order or these Terms and Conditions or any rights or obligations thereunder, including, without limitation, right to payment, without Buyer's prior written consent.

C. LIENS, CLAIMS AND ENCUMBRANCES: Seller warrants and represents that all the goods will, when delivered hereunder, be free and clear of all liens, claims and encumbrances of every kind.

D. REJECTION: All goods purchased hereunder are subject to Buyer's inspection and approval. Goods rejected by Buyer for whatever reason and in Buyer's sole discretion shall be held, transported and/or stored at Seller's sole expense. Seller shall promptly reimburse Buyer for any such expenses.

E. DEFAULT: Buyer may, subject to provisions on paragraph "N" by written notice of default to Seller cancel the whole or any part of the Purchase Order or exercise any other remedy provided Buyer's of goods by law or in equity including any remedy under the Uniform Commercial Code (RCW Chapter 62A), in any of the following circumstances:

1. If Seller fails to make delivery of the goods or to perform the services within the time specified in the Purchase Order or any extension thereof;
2. If, in Buyer's good faith judgment, the Seller fails to perform any of the other provisions of the Purchase Order or fails to make progress as to endanger performance of the Purchase Order in accordance with its terms and does not cure such failure within a period of ten (10) days, or such longer period as Buyer may authorize in writing, after receipt to notice from Buyer specifying such failure;
3. Seller is in breach of any of these Terms and Conditions or such other terms included in the applicable Purchase Order; or
4. If Seller becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Seller any proceeding under any bankruptcy, reorganization, arrangement, readjustment or dept or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of Seller's property and such proceeding is not dismissed or cured within sixty (60) days.

F. WARRANTIES: Seller represents and warrants goods supplied and work or services performed under the Purchase Order conform to specifications set forth in the applicable Purchase Order and for goods any published documentation related to such goods and for services any work orders or proposals related to such services and further goods supplied are merchantable and fit for the particular purposes for which goods are ordinarily employed.

1. Seller further represents and warrants to Buyer and to any third party ultimately using any goods and/or services whether such third party is a customer of Buyer or not that all goods and/or services delivered under the Purchase Order will be free from defects in materials and workmanship and will conform to applicable specifications, drawings, samples and descriptions. If Seller is responsible for design of goods and/or services, Seller warrants that all goods and/or services delivered under the Purchase Order will be suitable for use by Buyer, including installation by Buyer in its ultimate products. Buyer's written approval of designs furnished by Seller shall not relieve Seller of its obligations under this warranty.

2. The foregoing express warranties shall be in addition to any warranty customarily made by Seller of its goods and/or services and any implied warranties and shall be construed as conditions as well as warranties.

3. The warranties represented, and covenants of parties hereto shall survive the delivery of the goods or completion of the work or services provided and shall be fully enforceable thereafter. Seller's warranty hereunder is part consideration of the Purchase Order, any payment by Buyer hereunder is conditional upon these warranties remaining in effect; and not modification or other change of these warranties shall be valid unless otherwise agreed to by Buyer in writing.

4. Seller guarantees that no food, drug, device or cosmetic constituting, or being part of any shipment or other delivery made pursuant to the Purchase Order will be adulterated or misbranded within meaning of Federal Food, Drug or Cosmetic Act or within the meaning of any state, municipal or local law in which definitions or adulteration and misbranding are substantially the same as those contained in said Act, or will be an article which may not, under the provisions of Section 404 or 405 of said Act, be introduced into interstate commerce.

G. QUALITY STANDARDS: If a special brand is listed in the Purchase Order and Seller proposes to fulfill the Purchase Order with an alternate brand, then the goods must meet the standard for quality performance and use of the specified brand and Seller must first provide Buyer the descriptive literature identifying the alternate brand, including the quality, performance, and specifications thereof. No alternate brands will be shipped without prior approval of Buyer.

1. **RISK OF LOSS:** Notwithstanding anything to the contrary on any purchase order or as a result of who pays shipping charges, risk of loss shall not pass to Buyer under delivery to and acceptance of goods and services by Buyer at Buyer's designated location. Buyer shall be allowed a reasonable period of time to inspect the goods and to notify the Seller of any non-conformance with the Purchase Order and/or these Terms and Conditions. Buyer may reject, in its sole discretion, any goods that do not conform to the Purchase Order and/or these Terms and Conditions. Goods so rejected may be returned to Seller for full credit or refund.

2. **OSHA:** Seller shall comply with the conditions of the Federal Occupational Safety and Health Act of 1970(OSHA) or state equivalent.

3. **SERVICE OR INSTALLATION OF WORK:** In the event the Purchase Order requires the performance of work or installation of goods by Seller upon any property or project of Buyer, the following conditions shall also be applicable:

1. Seller shall take precautions to protect all property and persons from damage or injury arising out of its work and shall comply with all fire, safety and other applicable regulations prescribed by any governmental agency and by Buyer and/or owner of the project which work is being performed and shall be responsible for the observance thereof by all sub-contractors, employees, agents and representatives of Seller and sub-contractors. Seller shall also obtain at its own expense and provide Buyer with proof of insurance coverage satisfactory to Buyer for workmen's compensation and property damage, public liability, personal injury, employer's liability and other applicable insurance. Seller shall keep the premises and work free and clear of all mechanics and materialmen's liens or claims. Seller shall promptly pay for all labor and material and if Seller fails to do so Buyer

- without any obligation to do so, pay the same and deduct the amount of such payments from sums due Seller hereunder and Buyer may withhold any payments from sums due Seller hereunder and Buyer may withhold any payment to Seller until receiving such affidavits, waivers and releases with respect to claims for labor and materials as Buyer may require.
2. The work shall remain at Seller's risk prior to written acceptance by Buyer and/or owner of the project and Seller shall replace at its own expense all work damaged or destroyed by any cause whatsoever.
 3. Seller shall act as an independent contractor and not as the agent or representative of Buyer.
 4. Seller shall perform its work in accordance with the schedules and work programs established by Buyer and shall fully co-operate with Buyer and others engaged in work on the project so that the work on the entire project may be performed with the utmost speed consistent with good practices. In case of conflict, Buyer may direct the necessary coordination.
 5. Seller shall require Seller's employees, agents, contractors or sub-contractors to abide by Buyer's Work and Safety rules when work or services are performed at Buyer's premises. Buyer has the right to exclude personnel from Buyer's premises who do not abide by such rules, and at Buyer's election, to declare a default under the Purchase Order.
 6. Seller is solely liable for its employees, agents, contractors or sub-contractors and their actions while on Buyer's premises and the Seller indemnifies and will protect Buyer from all losses, claims, expenses, damages arising from or out of the presence or activity of Seller's employees, agents and representatives while at Buyer's premises.
4. ADVERTISING: No advertising or publicity matter having or containing any reference to Buyer or any of its staff members shall be made by Seller or anyone in Seller's behalf unless Seller has written consent of Buyer.
5. DISCLOSURE OF INFORMATION: All data and information developed or disclosed during the life of the Purchase Order, will be the property of the Buyer and will be classified in secrecy and confidence by the Seller. All disclosures thereof must have Buyer's written consent.
6. ATTORNEY'S FEES: In any suit or action brought to enforce the Purchase Order or these Terms and Conditions, or to recover damages arising from any breach of thereof, the losing party shall pay to the prevailing party reasonable attorney's fees and all other costs and expenses which may be incurred by the prevailing party in any such suit or action and in any reviews thereof and appeals therefrom.
7. COMPLIANCE WITH LAWS: In fulfilling its obligations under the Purchase Order, Seller shall comply with all applicable federal, state and local laws and governmental regulations and orders, including, without limitation, privacy laws, anti-kickback laws, the Medicare/Medicaid Anti-Fraud and Abuse Statutes, the restrictions on Buyer by virtue of its tax-exempt status and the federal law relating to physician referrals. Seller further agrees: (a) If Seller is a "Business Associate" of Buyer as defined in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, (which act and regulations as amended, restated and superseded from time to time are collectively referred to as "HIPAA") or Buyer concludes it is necessary, Seller agrees to execute Buyer's standard form of Business Associate Agreement; (b) Anti-Kickback: Seller shall assist Buyer in compliance with all Buyer reporting requirements regarding "safe harbor" protection for discounts, including, without limitation disclosing the amounts of all rebates or discounts in the Purchase Order or related invoices; (c) Fraud, Waste and Abuse: Seller shall submit accurate bills and such bills shall reflect accurate charges for goods and/or services actually provided.
- H. INDEMNIFICATION: Seller shall defend, indemnify and hold Buyer, its employees, its patients and end users, harmless from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses (including attorneys' fees) (collectively, "Damages") arising out of or in connection with: (a) injuries to persons (including death) or loss of, or damage to, property, caused by the goods, services or Seller or its agents or representatives, (b) any person filing any lien against any property of Buyer, or any claim or lawsuit against Buyer in which the person claims payment from Buyer for goods and/or services provided under the Purchase Order; (c) any claims or liability for wages, workers' compensation, unemployment compensation or employee benefits owed to Seller's employees and/or subcontractors, or payroll or related taxes or other governmental charges related to the performance of services to be provided under the Purchase Order; (d) any claims or liabilities for breach of the confidentiality requirements herein; (e) any claim that Buyer's use, copying, or distribution of the goods and/or services or any portion thereof infringes or violates any patent, copyright, trade secret, trademark, or other third party intellectual property right (f) failure of Seller to timely delivery goods and/or services pursuant to the Purchase Order, and (g) by reason of any claim or findings by any governmental authority that any goods and/or services are not warranted or guaranteed hereunder.
- I. Seller is an Affirmative Action/Equal Opportunity employer, and does not discriminate on the basis of race, sex, color, creed, national origin, sexual orientations, age, marital status, religion, veterans' status or disability.
- J. Seller agrees upon written request, to make available to the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, all contracts, books, documents and records necessary to certify the nature and extent of costs associated with the services provided under the Purchase Order.
- K. Seller represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs. Seller agrees that, for purposes of performing the Purchase Order, it will not knowingly employ or contract with, with or without compensation: (1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (2) any person or entity who is excluded from contracting with the State of Connecticut.
- L. In accordance with the federal Deficit Reduction Act of 2005, Seller agrees to abide by any policies for suppliers, including, if applicable, its Code of Conduct, its Preventing Fraud, Waste and Abuse Policy, its Supplier Access Policy, and other supplier related compliance policies. Copies of policies can be found at <https://www.veteransutilityservices.com/terms-conditions>.
- M. If Seller carries out any responsibilities under the Purchase Order through the use of a subcontractor, including any organization related by ownership or control with Seller, when the subcontract is worth or costs \$10,000 or more over a twelve (12) month period, Seller shall obtain and forward to Buyer the subcontractor's written promise to be bound as Seller under the terms of the Purchase Order and these Terms and Conditions.CC.
- N. If the cumulative aggregate value of all Purchase Orders between Buyer and Seller is \$10,000 or greater over any twelve (12) month period, Seller agrees to the following audit provisions. Seller is responsible for keeping accurate and reasonable records related to its performance and obligations under the Purchase Order. In particular, records will be kept documenting any price, cost or budget computations required under the Purchase Order and these Terms and Conditions. Seller agrees that Buyer or its duly authorized representative has the right to audit any directly pertinent books, documents, papers and records related to transactions and/or performance hereunder. Seller shall make available to Buyer or its agents all such records and documents for audit. The right to audit shall include periodic examinations of records throughout the term of the Purchase Order and for a period of four (4) years after its termination. The right to audit shall also apply to agents and subcontractors hired by the Seller for the purpose of fulfilling its obligations. In the event that audits discover substantive findings related to fraud, misrepresentation or non-performance, Buyer may recoup the costs of the audit work from the Seller. In the event the audit discovers overcharges, Seller shall immediately refund all such overpayments to Buyer.
- O. REGULATIONS AND LAWS - By acceptance of this purchase order, Seller represents that no applicable laws, rules or regulations of any governmental, judicial or regulatory authority having jurisdiction over the subject matter of this purchase order have been or will be violated in the manufacture or sale of the goods or the providing of services covered by this purchase order. Any fines or penalties assessed as a result of Seller's failure to comply with any of the foregoing shall be borne solely by Seller. Any tariffs import duties or other charges for importation of the goods or any part of the goods into the United States shall be borne by the Seller.
- The parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by references. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity national origin, protected veteran status or disability. The parties agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.