

MINISTRY HEALTH CARE, INC. AND AFFILIATES

PURCHASE ORDER TERMS AND CONDITIONS

In these Purchase Order Terms and Conditions the term “Buyer” refers to, as the case may be, Ministry Health Care, Inc. or the Ministry Health Care, Inc. affiliate ordering goods or services. The term “Seller” means the corporation, limited liability company or other business entity providing the goods (“Goods”) or services (“Services”) to be furnished pursuant to this Purchase Order.

1. Acceptance. By acknowledging receipt of this Purchase Order or by shipping the Goods or commencing performance of the Services described in this Purchase Order, Seller accepts these Terms and Conditions. Any additional or different terms or conditions contained in any acknowledgement, acceptance, confirmation, invoice, quotation, packing slips or other document of Seller are objected to and rejected by Buyer without further notice by Buyer and shall be of no force and effect unless expressly agreed to by Buyer in writing.

2. Changes. Buyer may, upon written notice to Seller, change shipping and delivery instructions and schedules and quantities. Otherwise, this Purchase Order may not be modified except in writing signed by Buyer and Seller.

3. Cancellation. Buyer may cancel this Purchase Order, with or without cause, in whole or in part, at any time upon written notice to Seller. Buyer’s sole liability upon any such termination shall be limited to the unpaid purchase price of Goods (otherwise conforming to the requirements of this Purchase Order) that have been delivered or shipped to Buyer on or before the date of cancellation.

4. Shipment and Risk of Loss. Goods shall be shipped FOB Buyer unless a different destination is specified in this Purchase Order. Risk of loss or damage to Goods in transit shall be borne by Seller until delivery to Buyer, and as between Buyer and Seller, Seller shall be solely responsible for, and shall replace or repair, at Buyer’s option, goods damaged in transit.

5. Payment. Unless otherwise provided in this Purchase Order, Seller shall invoice Buyer upon the full and complete shipment by Seller of the Goods or the completion of the Services. Buyer may take a two percent (2%) prompt payment discount if full payment is made to Seller within fifteen (15) days following Buyer’s receipt of Seller’s invoice, and Buyer shall pay Seller’s invoice in full within forty-five (45) days following Buyer’s receipt of Seller’s invoice. Notwithstanding the foregoing, Buyer may withhold payment of any portion of Seller’s invoice that is subject to a bona fide dispute, provided Buyer furnishes Seller with a detailed written description of the dispute.

6. Late Deliveries. Buyer may cancel this Purchase Order in whole or in part, without penalty, if the Goods are not received, or the Services are not fully performed, by the dates specified by Buyer in this Purchase Order.

7. Force Majeure. Neither party shall be liable for delay in delivery or performance due to acts of god, or, civil unrest, insurrection or riot, acts of the public enemy, flood or other natural disaster, provided that the party affected by such conditions notifies the other as promptly as possible, but no later than three (3) business days after the occurrence of the force majeure event. Buyer may cancel this Purchase Order, in whole or in part, without penalty, if the delay caused by the force majeure event lasts longer than five (5) business days. Failure of subcontractors, unavailability of materials, or strikes or other labor unrest shall not be considered a force majeure event. When a party invokes the provisions of this Section, the other party may suspend its performance for the duration of the force majeure event.

8. Packaging. All Goods shall be appropriately packaged, at Seller’s cost, and shall be clearly marked with Seller’s name, Buyer’s name, and the purchase order number of this Purchase Order. All Goods shipped shall be accompanied by a packing slip.

9. Inspection and Acceptance. Goods and Services are subject to Buyer’s inspection and approval to determine compliance with the requirements

of this Purchase Order. Buyer may, at its option, and at Seller’s cost, return for credit, refund, replacement or repair, any Goods or Services that do not conform to the requirements of this Purchase Order.

10. Warranty. Seller warrants that all Goods and Services provided to Buyer pursuant to this Purchase Order conform to the specifications, drawings, descriptions or samples contained in this Purchase Order or otherwise provided to Buyer. Seller further warrants that it can and shall transfer to Buyer title to all Goods free and clear of liens, encumbrances or security interests. Seller further warrants that Goods will be (i) free of defects in design, materials or workmanship; (ii), merchantable; and (iii) fit for the purpose for which they are customarily intended. Services furnished by Seller under this Purchase Order shall be performed in a professional and workmanlike manner in accordance with applicable industry standards of competence, diligence and skill. Unless otherwise provided in this Purchase Order, or in writing by the parties, or under applicable law, the foregoing warranties shall remain in effect for one (1) year from the date of delivery to Buyer. The foregoing warranties shall survive inspection, testing, acceptance, use, or payment by Buyer.

11. Taxes. Unless otherwise provided in this Purchase Order, Buyer is exempt from all federal, state and local income, sales, use, excise, ad valorem and property taxes related to the Goods or Services. Provided Buyer furnishes Seller with a tax exemption certificate or other evidence of exemption, Seller shall not access or collect any such taxes from Buyer.

12. LIMITATION OF LIABILITY. BUYER SHALL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOST PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER OR ANY GOODS OR SERVICES FURNISHED UNDER IT, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Insurance. Seller shall at its cost maintain insurance of such types and coverage limits as would customarily be maintained by a prudent supplier of similar goods and services in Seller’s industry, but in no event shall such coverage be less than the following minimums: (i) workers’ compensation insurance as required by applicable law; (ii) comprehensive commercial general liability insurance with limits of \$1,000,000 per occurrence and in the aggregate; (iii) professional liability and errors and omissions liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate. All insurance shall be primary and non-contributory to any insurance maintained by Buyer. Seller shall, promptly upon Buyer’s request, provide certificates evidencing Seller’s insurance coverage.

14. Compliance with Law. Seller shall comply with all federal, state and local laws, rules and regulations applicable to Seller, the Goods or Services provided pursuant to this Purchase Order or in any other way applicable to Seller’s status as seller of goods or services to Buyer.

15. Governing Law/Jurisdiction. This Purchase Order shall be construed in accordance with the laws governing contracts made and to be performed in the State of Wisconsin, exclusive of the United Nations Convention on the International Sale of Goods. Seller consents to the exclusive jurisdiction of the state and federal courts in Wisconsin and waives any objection based on improper venue or inconvenient forum.

16. Bio-Medical Devices.

i. All quotes for the sale of bio-medical equipment ("Equipment") must be accompanied by the notification made by Seller to the U.S. Food and Drug Administration ("FDA") pursuant to Section 501(k) of the Food, Drug and Cosmetic Act, or evidence satisfactory to Buyer that the Equipment is exempt from Section 510(k) approval.

ii. For all Equipment subject to regulation by the FDA under 21 C.F.R. §§ 1020.30 through 33, Seller shall furnish, at its cost, all information required to be provided pursuant to the above-referenced sections and 21 C.F.R. § 820.170. Such information shall include, but is not limited to, all assembler and operations manuals, assembler software, assembler passwords, special tools and equipment required to adjust, install, assemble, test, and inspect the system or device being purchased, as well as all of its subcomponents.

iii. For all laser devices, including, but not limited to, surgical laser systems, laser assemblies, laser components, and any other devices or components subject to FDA regulation pursuant to 21 C.F.R. §§ 1040.10 and 11, Seller shall furnish at its cost all information required to be furnished by Seller under §§ 21 C.F.R. 1040.10 and 11 and 21 C.F.R. § 820.170. Such information must include, but is not limited to, service and operations manuals, service software, licenses, service passwords, special tools and equipment required to service and inspect the system or device and all of its subcomponents.

iv. For all Equipment requiring installation, Seller shall provide Buyer at Seller's cost with two copies of all information required under 21 C.F.R. § 820.170. Such information must include, without limitation, all information necessary to install the device and bring the device up to full performance levels.

v. For so long as Buyer shall own and use the equipment, Seller shall, at its cost, continue to make all such information available and shall notify Buyer of any changes in the information provided in this Section.

vi. Seller shall provide Buyer, at Seller's cost, adequate and sufficient training to Buyer's users (as designated by Buyer) to enable Buyer to safely and competently use such Equipment. Such training shall be scheduled at times that are mutually convenient for Buyer and Seller but shall be completed at least one (1) month prior to the scheduled delivery of the equipment. Additional training may be purchased by Buyer from Seller from time-to-time at Seller's cost.

17. Maintenance of Books and Records. Until the expiration of four (4) years after the furnishing of any Goods and Services pursuant to this Purchase Order, Seller will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Purchase Order and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of the costs incurred and other data of Seller that are necessary to certify the nature and extent of the costs incurred by Buyer in purchasing such Goods and Services. If Seller carries out any of its duties under this Purchase Order through a subcontract with a related organization involving a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Goods or Services pursuant to said subcontract, the related organization will make available upon written request the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records or other data of said related organization that are necessary to certify the nature and extent of costs incurred by Seller for such Goods and Services. Seller shall give Buyer notice immediately upon receipt of any request from the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives for disclosure of such information.

18. Anti-Kickback Statute. Seller shall assist Buyer in complying with the reporting requirements of 42 C.F.R. § 1001.952(h) regarding "safe harbor" protection for discounts under the Anti-kickback Statute. Seller shall disclose to Buyer in this Purchase Order and on each invoice, or as otherwise agreed in writing, the amount of any discount or rebate. The disclosure shall inform Buyer, as appropriate, in a clear and simple manner of the amount of the discount or rebate so as to enable Buyer to satisfy its obligations to report such discount or rebate pursuant to applicable law.

19. Exclusion from Federal Health Care Programs. Seller represents that it has not been nor is it about to be excluded from participation in the federal Medicare or Medicaid program, Maternal and Child Health Services Block Grant, Block Grants for States for Social Services, or State Children's Health Insurance (collectively, "Federal Health Care Programs"). Seller shall notify Buyer within one (1) business day of Seller's receipt of notice of intent to exclude or actual notice of exclusion from any Federal Health Care Program. The listing of Seller or any Seller owned subsidiary on the Office of Inspector General's ("OIG") exclusion list or OIG's website for excluded individuals/entities, or the General Services Administration lists of parties excluded from federal procurement and non-procurement programs ("GSA") for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's ("OFAC") block list shall constitute "exclusion" from a Federal Health Care Program for purposes of this section. In the event that Seller is excluded from any Federal Health Care Program, this Purchase Order shall immediately terminate. If Seller is excluded from any Federal Health Care Program and fails to notify Buyer within one (1) business day of receipt of notice of exclusion by Seller, Seller shall indemnify Buyer for any sanctions, penalties, fines or impositions incurred by Buyer under any applicable law as a result of any such exclusion.

20. HIPAA. If during the performance of its obligations under this Purchaser Order, Seller shall have access to any of Buyer's PHI (as such term is defined in 45 C.F.R. § 160.103), Seller shall execute and adhere to Buyer's standard business associate agreement.

21. Right to Audit. If the cumulative total business between Buyer and its affiliates and Seller has a value or cost of \$10,000 or more over a twelve-month period, then until the expiration of four years after contract completion, Seller shall make available, upon written request of Buyer or any government official, this contract and such documents necessary to certify the nature and extend of the costs incurred by Buyer and its affiliates. Seller is also responsible for providing documents concerning any subcontracts with a value and cost of \$10,000 or more. Seller agrees to refund to Buyer and its affiliates any overpayments disclosed by an audit. Ministry Health Care is a member of the Health Trust Purchasing Group (HPG) Group Purchasing Organization. Ministry Health Care expects to pay best applicable tier pricing per HPG contracts unless better pricing is mutually agreed upon.

22. Compliance with the Ministry Health Care Supplier Representative Access and Accountability Policy. Seller must comply with the Buyer's Supplier Representative Access and Accountability Policy, available at http://ministryhealth.org/Ministry_Health_Care/Supplier_Representative_Access_and_Accountability_Policy_120109_signed_doc.pdf. The purpose of this policy is to establish consistent processes for Buyer's staff and Seller representatives to support successful working relationships, which are in the best interest of Buyer's patients.

23. If this purchase includes IT related equipment, supplies or service the Information Technology Supplement to Ministry Health Care, Inc. and Affiliates Purchase Order Terms and Conditions also apply. You may also find these at <http://www.ministryhealth.org/ForSuppliers.nws>. In the event of a conflict between these terms and the terms of the IT Supplement, the IT Supplement shall control.