

TERMS AND CONDITIONS OF PURCHASE & SUPPLIER INSURANCE REQUIREMENTS

1. **BUYER** All references to the Buyer contained in this purchase order shall mean any of The University of Chicago Medical Center (UCMC) or its affiliate corporations. The specific identity of Buyer, shipping and billing addresses are stated on the face of the purchase order.
2. **SALES TAX.** The University of Chicago Medical Center is an Illinois not-for-profit corporation and is exempt from Illinois Retailers Occupation and Use Tax on all goods and services purchased by this order and will not be liable for such taxes under any circumstances.
3. **ACCEPTANCE.** Seller's delivery of goods and/or other performance pursuant to an issued purchase order constitutes Seller's **acceptance** of all terms of the purchase order as an agreement, including each and every one of the "**Terms and Conditions**" which appear on this document.
4. **SHIPPING AND BILLING INSTRUCTIONS**
 - A. **Marking:** All packages will be consecutively numbered and marked with Buyer's purchase order number.
 - B. **Shipping Documents:** Receipted Bill of Lading, showing itemized weights and rates together with packing lists showing contents, must accompany each shipment. Include purchase order number, package and catalog numbers where applicable on packing lists. **Packing list must be placed on the outside of the package.**
 - C. **Shipping Charges and Routing:** Seller will route shipment in accordance with instructions contained herein and will prepay all shipping charges and ship "FOB Destination Point."
 - D. Invoices will show Buyer's purchase order number, date shipped, shipping charges, package numbers and catalog numbers where applicable.
 - E. Buyer will not be responsible for any goods delivered **without** a purchase order.
 - F. Seller will send separate invoice for each purchase order number.
 - G. No boxing, packing or cartage charges will be paid by Buyer unless specifically authorized on the face of the purchase order.

5. **DELIVERY.** Unless otherwise specified in the purchase order, delivery of all goods and articles described therein shall be made, in quantities described, no later than seven days after Seller's receipt of said purchase order. Buyer retains right to change delivery schedules upon giving five days written notice to Seller. If Seller has reason to believe that deliveries will not be made on schedule, it must immediately notify Buyer in writing of the anticipated delay and the reason therefor. Buyer reserves the right to cancel this order at any time prior to delivery, but in the case of specially manufactured goods, Buyer will pay reasonable costs of manufacture if such goods cannot be resold to others.

Deliveries will be accepted 8:00 a.m. to 4:00 p.m. and 10:00 p.m. to 5:00 a.m. Monday through Friday, no deliveries on Saturday, Sunday, or Holidays.

6. **CHANGES.** Buyer may at any time, by written order, make changes in quantity and type of goods or articles covered herein; in designs or specifications; method of shipment or packing; and place of delivery; within the general scope of this contract. Any difference in price or time for performance, or both, resulting from such changes shall be equitably adjusted and the purchase order shall be modified in writing accordingly.

RETURN. Buyer reserves the right to inspect all shipments after delivery and to reject all material, which may be defective, or not in accordance with specifications as to quality of performance. The Buyer's inspection shall not constitute acceptance of any goods if the defective condition of such goods could not be determined by reasonable inspection. It is agreed that inspection may occur at time of use by Buyer.

PAYMENT. Buyer reserves the right to hold payment until shipment is complete. Discount date from last invoice applies.

7. **ADVERTISING.** Seller shall not, without first obtaining written consent of Buyer, advertise or publish in any manner the fact that Seller has contracted to furnish Buyer materials and articles herein ordered.
8. **TERMINATION.** Buyer may terminate the whole or any part of a purchase order upon written notice to Seller for any of the following: if Seller fails to deliver the goods and articles or perform the services within the time specified in this order, or any extension thereof; if Seller becomes insolvent or suffers voluntary or involuntary petition in bankruptcy to be filed against it; if Seller executes an assignment for the benefit of creditors; if Seller fails to comply with any of the instructions, or terms and conditions of the purchase order. These termination rights are not exclusive but are cumulative, and are in addition to any similar rights provided by law.

9. **REMEDIES.** If this contract is terminated due to Seller's failure to deliver goods and articles within the time specified; or by reason of Seller's failure to otherwise perform in accordance with the instructions, terms, and conditions contained herein (except where such failure is due to causes beyond Seller's control and without its fault or negligence), Buyer may procure, upon such terms and in such manner as Buyer deems appropriate, goods and articles similar to those so terminated, and Seller shall be liable to Buyer for any excess costs for such goods and articles. The remedy herein reserved is not exclusive but is in addition to any other rights and remedies provided by law or under this contract. No waiver of a breach of such provision, or other provisions in this contract, shall stop Buyer from pursuing its rights and remedies against Seller for any other breach of this contract.

10. **Non-Discrimination and Affirmative Action:** Unless exempted, the Equal Opportunity clauses as set forth in 41 CFR § 60-1.4(a), 41 CFR § 60-250.5(a), 41 CFR § 60-300.5(a) and 41 CFR § 60-741.5(a) are incorporated by reference as terms and conditions of this agreement and are binding on Seller.

11. **DISCOUNT PERIOD.** It shall be understood that the discount period to Buyer will date from the later of receipt by Buyer of the invoice or the date of delivery.

12. **PRICE**

A. All prices are firm as shown in the purchase order and shall prevail in case of discrepancy. Seller shall not make shipment without Buyer's further consent if prices differ.

B. If price is omitted in the purchase order, it is agreed that Seller's price will be the lowest market price prevailing at time of either the quotation or shipment, whichever price is lower, and in no event is this order to be filled at higher prices than last previously quoted or charged without Buyer's written consent.

13. **STRICT COMPLIANCE.** Buyer may at any time insist upon strict compliance with the terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary and no failure to do so in a prior instance shall constitute a waiver of Buyer's right to do so in a subsequent instance.

14. **SUPREMACY CLAUSE.** These terms and conditions for the purchase order govern in event of conflict with any terms of Seller's proposal, and are not subject to change by reason of any written or verbal statement by Seller, or by any terms stated in Seller's acknowledgment or acceptance unless same be accepted in a separate writing by Buyer. In the event of conflicting supremacy clauses, this clause shall govern.

15. **SUBSTITUTIONS.** Substitutions will not be accepted without the Buyer's written approval.
16. **COMPLIANCE WITH LAW.** All work performed and all items supplied shall be in compliance with applicable Federal and State safety standards and all other applicable laws and regulations as well as applicable standards of the Joint Commission on the Accreditation of Healthcare Organizations and the Illinois Department of Public Health.
17. **WARRANTY - PRODUCT.** Seller specifically warrants that the articles and all other applicable goods ordered shall be merchantable and/or fit for the purpose for which such articles are intended and are ordinarily employed. In addition to all warranties, which may be prescribed by law, the articles shall conform to specifications, drawings, and other descriptions and shall be free from defects in design. 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 not less than ONE (1) year after delivery and acceptance by Buyer. Any provision in any of Seller's documents to the contrary notwithstanding, any proposed disclaimer or limitation by Seller of Seller's warranty or other liability shall be void and of no effect.
18. **INSURANCE.** Seller shall procure and maintain at Seller's sole expense such insurance as shall protect Seller and/or any subcontractor performing work covered by this contract from claims for damages for personal injury, including death, resulting therefrom as well as for property damage, which may arise from operations under this contract, whether such operations be by Seller or by any subcontractor or by anyone directly or indirectly employed by either of them. No such insurance shall limit Seller's indemnity obligations herein.
 - A. **Minimum Scope of Coverage.**

Coverage shall be at least as broad as:

 1. **Commercial General Liability insurance coverage insuring all operations by or on behalf of the Seller and including coverage for:**
 - a. Premises and operations
 - b. Products and completed operations
 - c. Contractual liability insuring the obligations assumed by the Seller under this agreement.
 - d. Personal injury liability, and
 - e. Broad form property damage.
 2. **Automobile Liability insurance covering all owned, hired and non-owned vehicles including coverage for Automobile Contractual Liability.**
 3. **Workers' Compensation insurance as required by applicable law or**

regulations or statutes and Employers Liability insurance.

B. Minimum Limits of Insurance.

Seller shall maintain limits of liability of at least:

1. Commercial General Liability policy form:

\$1,000,000 each occurrence bodily injury and property damage,
\$1,000,000 personal and advertising injury,
\$1,000,000 products and completed operations aggregate,
\$1,000,000 general aggregate

2. Automobile liability:

\$1,000,000 combined single limit per accident for bodily injury
and property damage.

3. Workers' Compensation:

Coverage as required by law

4. Employer's Liability:

\$500,000 bodily injury by accident
\$500,000 Disease-Each Employee
\$500,000 Disease-Aggregate

5. Excess Liability

\$5,000,000 per occurrence and aggregate

C. Other Insurance Provisions.

1. Claims-made coverage.

If the general liability insurance required by this insurance clause is written on a "claims-made" policy form, the policy and all certificates of insurance as required hereunder shall show the "retroactive date." If the "retroactive date" is later than the date of this contract and the Seller was previously insured under a "claims-made" Commercial General Liability insurance policy during any portion of the period between the date of this contract and the "retroactive date" of the Seller's current "claims-made" Commercial General Liability insurance policy, the Seller shall furnish a Certificate of Insurance showing that the Seller has purchased the "extended reporting period" or "supplemental tail" endorsement under the

previous policy to extended the period during which a claim may first be made.

2. The University of Chicago Medical Center as additional insured.

The University of Chicago Medical Center, the University of Chicago and their subsidiaries, officers, directors, trustees, volunteers, and employees shall be named as insured's under the Comprehensive General Liability insurance or the Commercial General Liability policy, automobile liability policy and the policy shall stipulate that the insurance afforded The University of Chicago Medical Center, The University of Chicago and their subsidiaries, officers, directors, trustees, volunteers, and employees shall apply as primary insurance and that any other insurance carried by The University of Chicago Medical Center, The University of Chicago and their subsidiaries will be excess only and will not contribute with Seller's insurance. These policies shall contain the usual cross liability wording indicating that except for limits of liability, the policies shall operate as though separate policies were issued to each insured.

3. Seller's failure to comply with policy provisions.

General liability and automobile liability policies shall stipulate that Seller's failure to comply with reporting provisions of the policies shall not affect coverage provided to The University of Chicago Medical Center, The University of Chicago and their subsidiaries, officers, directors, trustees, volunteers, and employees.

4. Notice of cancellation.

Each insurance policy required by this insurance clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to The University of Chicago Medical Center.

5. Insurance waivers of subrogation.

The Workers' compensation and Employer' Liability insurer and the physical damage (property) insurer shall agree to waive all rights of subrogation against the Additional Insured's.

D. Acceptability of Insurers.

Insurance is to be placed with insurers acceptable to The University of Chicago Medical Center.

E. Verification of Coverage.

Seller shall furnish The University of Chicago Medical Center with certificates of insurance before any work is done and any materials are delivered. Insurance certificates shall clearly identify all insurance coverage and special conditions as required by this insurance clause.

The certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf. The University of Chicago Medical Center reserves the right to require certified copies of endorsements affecting coverage required by this insurance clause or to require a certified copy of any or all required insurance policies, at any time.

F. Subcontractors.

Seller shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

19. INDEMNIFICATION.

Seller assumes the liability for all losses, damages (including loss of use), expenses, demands, and claims in connection with or arising out of any injury or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the sale of property or performance of work under this contract by Seller, subcontractor and its agents, servants and employees, including losses, expenses or damages sustained by The University of Chicago or The University of Chicago Medical Center or their subsidiaries and losses, expenses or damages to Seller's or subcontractor's vehicles or property. Seller hereby undertakes and agrees to forever indemnify and hold harmless The University of Chicago, The University of Chicago Medical Center and their Board of Trustees, individually or collectively, their subsidiaries and the officers, agents, servants and employees of The University of Chicago Medical Center, The University of Chicago and their Board of Trustees, from any and all UCMC losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action brought against them, or any of them, based on any UCMC alleged injury (including death) or damage (including loss of use) and shall pay all damages, judgments, costs and expenses including attorney's fees in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expense, demand, claims or cause of action arising out of, or caused by the sole negligence of The University of Chicago Medical Center, The University of Chicago or their Board of Trustees, individually or collectively, its subsidiaries or the officers, agents or employees.

Protection of Persons and Property. Seller shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Seller shall take all reasonable precautions to prevent injury, damage or loss to all people and property. Seller shall comply with all applicable laws, ordinances, rules, regulations and orders of public authority having jurisdiction.

20. SURVIVAL. The obligations of Seller hereunder shall survive performance of the contract by Seller or contract termination.
21. SEVERABILITY. If any term, provision, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of UCMC decision.
22. NO EXCLUSION. Seller represents and warrants that it is not excluded from participation, and is not otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) (or any applicable successor statutory section) or in any other government payment program. In the event Seller is excluded from participation, or becomes otherwise ineligible to participate in any UCMC program, Seller shall notify Buyer in writing within three (3) days after UCMC event, and upon the occurrence of UCMC event, whether or not UCMC notice is given to Buyer, Buyer may immediately terminate the whole or any part of a purchase order and/or agreement between Buyer and Seller.
23. GOVERNING LAW. This purchase agreement shall be governed by the laws of the State of Illinois.

The undersigned hereby acknowledges that he/she, as an officer of the stated corporation, has read and understands the terms, conditions, and vendor insurance requirements of The University of Chicago Medical Center.

Accepted by: _____
(Authorized Signature)

Print Name: _____

Title: _____

Company Name: _____

Date: _____