

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. DEFINITIONS.

- (A) Baptist Health South Florida, Inc. (hereinafter "BHSF") is the buyer issuing this Purchase Order;
- (B) "Order" or "Purchase Order": Purchase order for the purchase of goods and/or services being provided to BHSF.
- (C) "Purchasing Department": BHSF department which handles all purchases of the goods and/or services of the Order.
- (D) "Receiving Department": BHSF department where goods (equipment, supplies, etc.) of the Order are actually received.
- (E) "Seller": Person or company to which the Order is directed and which provides the goods and/or services. "Seller" may include vendors, suppliers and/or manufacturers.
- (F) "User Department": BHSF department that will use the goods and/or services of the Order.

2. DELIVERY. All shipments are FOB Destination which may be any entity of BHSF.

3. ACCEPTANCE. Acceptance of goods is constituted by a complete quality control check in the User Department to the satisfaction of the authorized User Department representative as deemed by the BHSF Corporate Director of Purchasing. Acceptance of the Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof. BHSF reserves the right to inspect all goods at the premises prior to acceptance. Ownership and risk of loss for goods will pass to BHSF after acceptance.

4. INQUIRIES. In the event that there are questions or problems in reference to the shipment, order, payments, all inquiries are to be directed to the BHSF Corporate Purchasing Department at 786-596-6565.

5. RECEIVING. The Purchase Order number must appear on invoices, packing slips and all containers. Failure to do so will delay payment to the Seller.

6. PRODUCT SUBSTITUTION. Substitution by Seller is not permitted without approval of the Purchasing Department. Unapproved substitutions will be returned at the expense of Seller.

7. BACK ORDERS. Back-order notification is required within one working day after transmission of order. Do not invoice for back orders until the back order is shipped.

8. THIRTY DAY CANCELLATION. In the event that the terms of the Purchase Order are not being met by the awarded seller, i.e., valid service complaints, product complaints etc., BHSF may give 30 days' notice of the INTENT to terminate the Order. If after 30 days' written notice is given, the unfulfilled terms of the Order are not met, termination of the order, in whole or in part, without liability to BHSF shall take place. If Seller is engaging in any conduct that BHSF considers egregious, BHSF shall have the right to terminate the Order immediately, and without liability to BHSF.

9. TOTAL PURCHASE PRICE. The price indicated on the Purchase Order represents the total purchase price, including installation. No supplemental or incidental payments will be made.

10. TERMS OF PAYMENT. Unless otherwise stated, terms of payment will be 30 days after acceptance of product. No partial payment will be made unless otherwise specified.

11. ACCEPTANCE OF EQUIPMENT. Acceptance of equipment is constituted by a complete quality control check in the User Department to the satisfaction of the authorized departmental representative as deemed by the Corporate Director of Purchasing for BHSF.

12. EQUIPMENT CHECK. Seller will be responsible for final equipment receipt check list prior to installation.

13. WARRANTY. All equipment must carry at least a one-year warranty on parts and labor. Seller expressly warrants that all products and services covered by this Order shall conform to the specifications, patterns, drawings, samples or other description(s) upon which this Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, free from defect and that products and services of Seller's design will be free from defect in design. Inspection, test, acceptance or use of the products and services furnished hereunder shall not affect Seller's obligation under this warranty, and such warranty shall survive inspection, test, acceptance and use. This warranty shall run to BHSF, its successors, assigns and customers and users of the products and services covered by this Order. Seller agrees to replace or correct defects in any products or services not conforming to the foregoing warranty promptly, without expense to BHSF, when notified of such non-conformity by BHSF. In the event of failure by Seller to correct defects in or replace non-conforming products or services promptly, BHSF may make such corrections or replace such products or services and charge Seller for the costs incurred by BHSF thereby. Said warranties shall be in addition to any warranties of additional scope given by Seller to BHSF. None of said warranties and no other implied or expressed warranties shall be deemed disclaimed or excluded unless evidenced by a purchase order, change order, change notice or revision issued and signed by BHSF.

14. OPERATING MANUALS. Two copies of operating manuals, electrical and mechanical schematics and current parts lists must be received prior to payment of invoice.

15. All equipment must meet the requirements of UL-544 and NFPA 99.

16. 48-HOUR NOTIFICATION. 48-hour notification to the Receiving Department at the phone number noted under "ship to" is required on all large equipment and furniture prior to delivery to the receiving dock. This time is necessary to coordinate movement of equipment from the receiving dock to the User Department. Should Seller fail to notify the Receiving Department, any necessary storage or additional transportation costs as a result will be assumed by Seller.

17. IN-SERVICE SUPPORT. A qualified representative of the Seller is required to provide in-service support to all appropriate personnel as may be deemed necessary to BHSF.

18. HAZARD COMMUNICATION. Seller agrees to provide the User Department with a Material Safety Data Sheet for each product covered under this Purchase Order, where applicable, in accordance with the OSHA Hazard Communication Standard, 29 CFR Part 1910.1200 (Revised), with the first shipment. All hazardous materials must be properly labeled.

19. TRANSPORTATION EXPENSES. Seller must bear the total cost (including transportation expense and insurance) of recalled or updated equipment, products or parts. Seller shall be responsible for promptly furnishing an acceptable substitute for the product(s) at no additional cost to BHSF.

20. ACCOUNTS PAYABLE. Original invoice must be sent, in duplicate, to the attention of Accounts Payable Department, Baptist Health South Florida, Inc., 8900 North Kendall Drive, Miami, FL 33176. Phone number: 786-596-6364.

21. CONFORMANCE WITH APPLICABLE LAWS. Seller represents that merchandise covered by this Order was not manufactured and is not being sold or priced in violation of any Federal, State or Local Law.

22. FEDERAL ACCESS. In the event the Seller shall be deemed to be a subcontractor subject to the disclosure requirements of 42 U.S.C. § 1395x(v)(1)(L), or amendments thereto, until the expiration of four (4) years following the completion of furnishing services under this Agreement, upon written request of BHSF, the Seller shall make available to the Secretary of the Department of Health and Human Services, or to the Controller General, or any duly authorized representatives thereof, a copy of this Agreement and such books, documents, and records of the Seller that are necessary to certify the nature and extent of the costs to BHSF of the services provided pursuant to this Agreement. If the Seller carries out its duties of this Agreement through a subcontract with a related organization involving a value or cost of \$10,000.00 or more over a twelve-month period, the Seller shall cause such subcontract to contain a clause to the effect that until the expiration of four (4) years after furnishing of such services pursuant to such subcontract, upon written request of BHSF, the subcontractor shall make available to the Secretary, or to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of the subcontractor that are necessary to verify the nature and extent of costs incurred by the Seller for such services.

23. INDEMNITY. Seller will defend, indemnify and hold BHSF harmless from all claims proceedings, liabilities and expenses which result from the normal use of products as specified in this Purchase Order Agreement.

24. GOVERNING LAW. This Purchase Order shall be governed by the law of the State of Florida. Venue shall be in Miami-Dade County, Florida.

25. HIPAA. Seller agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the corresponding HIPAA regulations related to the confidentiality and security of medical information, including but not limited to executing a business associate agreement with BHSF, if applicable. In the event such an agreement is required, then this Purchase Order shall serve as a business associate agreement, and Seller agrees that Seller shall:

1. not use or further disclose protected health information ("PHI") other than as permitted by this Purchase Order or as required by law;
2. use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Purchase Order;
3. report to BHSF any use or disclosure not permitted by this Purchase Order of which Seller becomes aware;
4. ensure that any agents or subcontractors to whom Seller provides PHI received from, or created or received by Seller on behalf of, BHSF agrees to the same restrictions and conditions that apply to Seller;
5. make available PHI to BHSF as necessary for BHSF to comply with patients' rights to access, amend, and receive an accounting of the disclosures of their PHI;
6. make available to the Secretary of Health and Human Services its practices, books and records relating to the use and disclosure of the PHI; and
7. return to BHSF or destroy all PHI once this Purchase Order is terminated.

This Purchase Order may be terminated by BHSF if it believes that the Seller has violated any material term in the above paragraph. BHSF, however, shall provide Seller with thirty (30) days' prior written notice in which time Seller shall have the ability to cure such violation.

26. INSURANCE. Seller shall maintain all insurance as required by law, including but not limited to Worker's Compensation Insurance for all employees engaged in the work, Commercial General Liability (CGL), and Automobile liability when applicable for all owned, non-owned and hired vehicles that are used in carrying out the contract. Seller shall provide to BHSF a certificate of such insurance from its insurance provider from time to time upon request.

27. TIME OF THE ESSENCE. Time is of the essence. Whenever there shall be any delay whatsoever in the delivery of products or services, BHSF shall have the right to withdraw this Order. Seller shall be liable for any costs or damages incurred by BHSF as a result of such delays. Seller will immediately notify BHSF of any potential delay.

28. ASSIGNMENT. Neither party shall assign or transfer this Purchase Order without the written consent of the other.

This Purchase Order Agreement with any written documents by specific reference constitutes the entire Agreement and supercedes all prior agreements, proposals, representations and communications between the parties hereto, unless noted otherwise on the face of this document, or when mutually agreed upon in writing by BHSF and Seller, or both. This form when properly signed and bearing a purchase order number is the only authorization which will be recognized by BHSF for charges to its account.