

## Purchase Order Terms and Conditions

1. Unless otherwise specifically provided by separate written agreement signed by Buyer, these terms and conditions shall govern with respect to the goods (the "Goods") and/or services (the "Services") identified in this offer to purchase ("Purchase Order"). Buyer reserves the right to revoke or withdraw this Purchase Order, in whole or in part, prior to Buyer's receipt of Seller's written acceptance. By acceptance of this Purchase Order, Seller agrees to comply with the terms and conditions contained herein and, subject to the pricing provisions below, to sell (or lease if so noted) Goods and Services as described herein for the prices or other consideration indicated. Acceptance of this Purchase Order is expressly limited to the terms and conditions contained herein. No other terms and conditions shall apply, including any terms or conditions contained in any Seller quotation, acknowledgment, response hereto, or other form which is in addition to or different than the terms and conditions contained herein. Buyer hereby objects to any such additional or different terms and conditions. Buyer's acceptance of any Goods or Services provided hereunder shall not constitute Buyer's acceptance of any additional terms and conditions. Seller shall accept this Purchase Order in any manner permitted by law, or upon the first of the following to occur: Seller's making or signing any other form or letter of acknowledgment (except that no additional or different terms and conditions thereon shall apply); any performance by Seller hereunder; ten (10) days after Seller's receipt of this Purchase Order.
2. The laws of the State of Utah shall apply in all disputes arising out of this Purchase Order, without regard to Utah choice of laws rules.
3. All shipments are to be made F.O.B. destination, freight prepaid, to receiving point at ARUP Laboratories, Salt Lake City, Utah, unless otherwise indicated on this form.
4. At Buyer's option, and Seller's expense, Buyer may return to Seller any Goods shipped in excess of the quantity specified in the Purchase Order.
5. Notwithstanding the pricing set forth in this Purchase Order, Seller shall reduce the pricing applicable to Buyer if, and to the extent, Seller sells to another customer the same Goods and/or Services at a purchase price that is (i) lower than Seller's most recently published pricing for the Goods and/or Services and (ii) lower than the purchase price applicable to Buyer; *provided, that* Buyer has ordered a similar quantity of Goods and/or Services, under similar terms and conditions.
6. Buyer is exempt from Federal Excise Taxes, Utah Sales and Use Taxes. Seller will not invoice Buyer for taxes when submitting invoices including, but not limited to, such Federal Excise Taxes, Utah Sales and Use Taxes, and the Medical Device Tax. Buyer will furnish tax exemption certificates upon Seller's written request. [[Seller is responsible for complying with all tax exemption requirements and for payment of all tax obligations that arise from the Seller's failure to comply with exemption requirements.]]
7. Buyer may cancel this order, in whole or in part, without liability to Buyer if for any reason Seller fails to deliver to Buyer Goods and/or Services ordered at the time and place indicated herein, and in the quantities ordered, or in the event Seller breaches any other term or condition hereunder. Prior to Seller's fulfillment of the order, Buyer may terminate this order, in whole or in part, at any time for its convenience, by written notice to Seller. Upon Seller's receipt of such notice, Seller shall, to the extent indicated in the notice, discontinue its fulfillment of the order terminate work under related subcontracts, and take all action reasonably necessary and appropriate to protect property in Seller's possession in which Buyer has or may acquire an interest. Seller must submit to Buyer any claim related to the termination of this order within sixty (60) days after the effective date of the termination. Any cancellation or termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller. During regular business hours, and upon reasonable notice to Seller, Seller shall permit Buyer to review Seller's books and records related to any such termination claim.
8. Seller will bear all risk of loss or damage to Goods until Buyer has received and accepted those Goods. Buyer will have the right to inspect all Goods, within a reasonable time after delivery, and to reject any Goods that do not conform to this Purchase Order, by written notice to Seller. At Seller's option, Buyer will destroy rejected Goods, or return such Goods to Seller, at Seller's risk and expense.
9. Seller expressly warrants that all Goods shall be merchantable within the meaning of Article 2 of the Uniform Commercial Code. Seller further warrants that the Goods shall conform to any specifications, drawings, and other descriptions relating to the Goods that Seller furnishes to Buyer, and shall be free from defects in materials and workmanship. For any Goods not manufactured to Buyer's specifications or instructions, Seller also warrants that such Goods will be free from defects in design. These warranties will not expire until one year after delivery of the Goods.
10. To the extent the Goods are not manufactured in accordance with Buyer's designs, Seller shall defend, indemnify and hold harmless Buyer, Buyer's assignees, and other users of the Goods from and against any claim of infringement of the intellectual property rights of any third party arising from the manufacture, sale or use of the Goods.
11. The Goods and Services, and Seller's performance hereunder, will comply with all applicable laws, rules and regulations including, without limitation, the [[Federal Trade Commission Act, the Fair Packaging and Labeling Act, the Federal Food, Drug, and Cosmetic Act, the Consumer Product Safety Act of 1972, The Federal Insecticide, Fungicide and Rodenticide Act, The Federal Hazards and Substances Act, The Fair Labor Standards Act, The Wool Products Labeling Act, The Flammable Fabrics Act, and the Occupational Safety and Health Act of 1970]]. **For contracts of \$10,000 or more, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. For contracts of \$100,000 or more, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a), which regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**
12. Seller shall not assign this Purchase Order, or rights or obligations hereunder, without Buyer's prior written consent.
13. FOR FEDERAL REPORTING PURPOSES ONLY: Seller will indicate on its invoice if Seller is a small business, or is minority-or woman-owned.
15. Seller represents that no Seller employee, agent or representative has provided, attempted to provide, or offered to any Buyer employee, agent or representative any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, directly or indirectly, for the purpose of obtaining or rewarding favorable treatment in connection with the award of any procurement contract. Seller further represents that no Buyer employee, agent or representative has solicited, accepted, or attempted to accept from Seller any kickback relating to any procurement contract with Seller.
16. ARUP is subject to the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 (together, "HIPAA"). Each of Seller and Buyer shall comply with the requirements of HIPAA, to the extent applicable to the Purchase Order. Any questions Seller might have regarding HIPAA or its requirements should be directed to Buyers' Privacy Officer at (801) 583-2787, extension 5126.