

WESTCHESTER MEDICAL CENTER HEALTH NETWORK
PURCHASE ORDER TERMS AND CONDITIONS

This **PURCHASE ORDER** (“PO”) is issued by one or more entities affiliated with Westchester Medical Center Health Network (“WMCHHealth”) as identified on the face of this PO (each, individually and severally, the “Buyer”), to the Seller identified on the face of this PO. These terms govern the purchase of all goods, materials, equipment, software, and services (collectively, “Deliverables”) listed in this PO.

In the event there are one or multiple WMCHHealth Buyers the following shall apply: (i) any order, purchase, or agreement made in connection with this transaction is entered into by each Buyer in its individual capacity, severally and not jointly, unless explicitly stated otherwise in writing, it being understood that WMCHHealth is not the Buyer unless the PO expressly identifies WMCHHealth as Buyer; (ii) each Buyer shall be liable solely for its own actions, obligations, and liabilities arising from this transaction; and (iii) there shall be no joint liability among the Buyers unless specifically agreed upon in a separate written agreement signed by all relevant entities. This clause applies to all aspects of the transaction, including but not limited to orders, payments, deliveries, and any potential claims or disputes arising therefrom.

1. ACCEPTANCE AND AGREEMENT: Seller’s acknowledgment, shipment, or provision of any Deliverables constitutes acceptance of all terms herein. Subject to Section 7 below, this PO represents the entire agreement between the parties. Any terms in Seller’s acknowledgments, quotes, invoices or other documents that conflict with or add to these terms have no effect, subject to Section 7 below.

2. PRICE AND PAYMENT: Prices are as stated on this PO and include all charges unless otherwise specified. Buyer will pay correct, properly submitted, undisputed invoices within 90 days of receipt. Buyer may adjust payments for rejections, setoffs, or counterclaims arising from this or any other PO with Seller. Any references to interest charges, late fees, restocking fees, cancellation charges or similar payments in any document are hereby expressly excluded from this PO.

3. DELIVERY AND RISK: Delivery is FOB Destination. Risk of loss passes to Buyer only upon receipt of Deliverables. Seller bears risk for rejected items after notice of rejection. Title passes upon the later of acceptance or final payment.

4. INSPECTION AND ACCEPTANCE: Buyer may inspect Deliverables within a reasonable time after delivery and reject any non-conforming items. Acceptance occurs only when Buyer provides written notification that Deliverables comply with specifications, are ready for use, and any required training is complete.

5. WARRANTIES: Seller warrants that all Deliverables: (a) conform to this PO, applicable documentation, and specifications; (b) are new, unused, high quality, merchantable, and free from defects; (c) are free of all liens and encumbrances; (d) comply with all applicable laws and regulations. Seller further warrants that: (e) its employees and agents have all necessary skills, tools, and equipment to competently provide the Deliverables and perform services as applicable; (f) all services will be performed in a timely, professional, and high-quality manner; (g) any manufacturer’s warranties applicable to Deliverables will be assigned to Buyer. Seller will promptly repair or replace non-compliant Deliverables at no cost to Buyer.

6. INDEMNIFICATION: Seller shall defend, indemnify, and hold harmless Buyer, its affiliates, parent companies, subsidiaries, and their trustees, officers, directors, employees, successors, and assigns from all liability, claims, and costs arising from: (a) death, injury, or property damage caused by Seller’s negligence, willful misconduct, violation of laws, rules or regulations or wrongful acts; (b) Seller’s breach of this agreement, including confidentiality violations; (c) infringement of intellectual property rights; and (d) any other acts or omissions of Seller causing harm to Buyer. Seller’s indemnification

obligations shall include defending Buyer at Seller's expense and paying all damages and costs incurred by or awarded against Buyer, including reasonable attorneys' fees. This indemnification shall survive the expiration or termination of this PO. Neither party shall be liable for indirect, consequential, or punitive damages, but this limitation shall not apply to claims raised by third parties against Buyer or Seller or to claims in which either party joins the other as a third-party defendant. Liability is limited to actual damages incurred, except for: (X) losses recoverable under Seller's insurance, and (Y) third-party claims for bodily injury, death, or property damage caused by Seller.

7. GPO OR GOVERNMENT PROCUREMENT. If this PO is issued pursuant to a contract with a Group Purchasing Organization or group purchasing arrangements with other hospitals, medical schools, nutritional programs receiving federal, state or local funding, or other health related facilities having or using hospital services ("GPO Contract"), or through a contract procured by the NYS Office of General Services, Westchester County, or the United States of America or any agency thereof, and awarded to the lowest responsible bidder or on the basis of best value ("Government Procurement"), the terms of the GPO Contract or Government Procurement, as applicable, will apply, in addition to the terms of this PO terms. Further, in the event of a conflict or inconsistency between or among the PO, on the one hand, and the GPO Contract or Government Procurement, on the other hand, to the extent permitted under the GPO Contract or Government Procurement, as applicable, the provision imposing a higher standard of performance or more stringent requirements upon Seller, or conferring greater authority or discretion upon the Buyer, will control.

8. RESTRICTED ACCESS TO CLINICAL AREAS. Prior to permitting access to Buyer's premises by any individuals employed or otherwise engaged by Seller and assigned to perform work on Buyer's premises ("Seller Representatives"), Seller shall ensure that each Seller Representative has submitted a certification (in the form prescribed by Buyer) signed by a licensed health care provider or certifies through Buyer's vendor credentialing program, that he or she has undergone a physical examination meeting the requirements set forth under Title 10 of the New York Codes, Rules and Regulations, and documenting compliance with all immunization requirements, including without limitation COVID-19 vaccination. Seller shall provide Buyer with a signed health clearance form or certification through Buyer's vendor credentialing program prior to the arrival of any Seller Representative at Buyer's premises for the provision of services.

9. COMPLIANCE WITH POLICIES. Seller shall, and shall ensure that all Seller Representatives providing services hereunder comply with all Buyer policies and procedures, as applicable.

10. SOFTWARE LICENSE: For any software included in Deliverables, Seller grants Buyer a perpetual, royalty-free, nonexclusive license to use such software and related documentation.

11. TERMINATION: Buyer may immediately terminate this PO without cost or liability if Seller breaches any term or is unable to meet its obligations. Buyer may also terminate for convenience with 30 days' notice.

12. GOVERNING LAW AND VENUE: This PO shall be governed by New York law without giving effect to its choice of law provisions. Any legal action shall be brought in the New York Supreme Court, Westchester County, or the Federal District Court for the Southern District of New York.

13. COMPLIANCE WITH LAWS: Seller shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to those pertaining to healthcare, data privacy, and information security. Seller shall obtain and maintain all necessary licenses, permits, and authorizations required to provide the Deliverables.

14. INSURANCE: Seller shall maintain adequate insurance coverage, including workers compensation, general liability, vehicle liability, cyber liability and professional liability insurance, with limits acceptable to Buyer. Seller shall provide certificates of insurance upon Buyer's request.

15. MISCELLANEOUS: Seller shall (a) not assign or subcontract this PO without Buyer's prior written consent; (b) maintain the confidentiality of all Buyer's information, including patient data, proprietary information, and trade secrets. Seller shall use such information only for the purposes of fulfilling this PO and shall not disclose it to any third party without Buyer's prior written consent; (c) comply with all applicable healthcare regulations. If any provision is found unenforceable, the remaining provisions stay in effect. Failure to enforce any right does not waive that or any other right; (d) Neither Buyer nor Seller shall, without first obtaining the written consent of the other party, advertise or publish the fact that the Seller or Buyer has contracted to furnish or receive the products or services covered by this PO, and neither party may use the name of the other party in any advertisement or publication without first obtaining written permission from the other party; (e) Seller represents that (i) it has not been convicted of a criminal offense related to health care, and (ii) it is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs, and Seller shall notify the Buyer immediately, in writing, of any change in this representation during the term of this PO, and agrees that such change in circumstances shall constitute cause by the Buyer to immediately terminate this PO.

16. DIRECTIVES: Seller agrees that all activities performed in connection with this PO on behalf of Bon Secours Charity Health System, Inc. or any subsidiary thereof will be consistent with the National Conference of Catholic Bishops "Ethical and Religious Directives for Catholic Health Care Services" as in effect at the time of execution of this PO and as modified from time to time.

By accepting this PO, Seller agrees to all terms and conditions stated herein.