

PURCHASE ORDER TERMS AND CONDITIONS

Purchase of Goods and/or Services

The purchase order (“Purchase Order”) for goods (“Goods”) and/or services (“Services”) issued by Stanford Health Care, Lucile Salter Packard Children’s Hospital at Stanford, The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care - ValleyCare, Stanford Blood Center, LLC, Packard Children’s Health Alliance, or University HealthCare Alliance (each an “Entity”) shall be governed by these terms and conditions (“Terms and Conditions”) unless Vendor has entered into a written agreement or instrument (“Agreement”) with Entity that sets forth terms and conditions for the purchase of Goods and/or Services. In such event, the terms and conditions of such Agreement shall take precedence over these Terms and Conditions. Terms and conditions in any acceptance by Vendor, that are in addition to or not identical to the Terms and Conditions referenced herein or in an applicable Agreement, will not become a part of any contract or agreement between the parties. By acceptance of this Purchase Order, Vendor agrees to and accepts the above-referenced Terms and Conditions or those set forth in an applicable Agreement. These Terms and Conditions prevail over any of Vendor's general terms and conditions of sale regardless whether or when Vendor has submitted its sales confirmation or such terms. No other terms or conditions, including, but not limited to, any terms and conditions set forth in a document issued by Vendor, will be binding upon the parties unless accepted by them in a writing signed by both parties. The performance of all or any portion of the Goods and/or Services covered by this Purchase Order will constitute Vendor’s unqualified acceptance of these Terms and Conditions or those set forth in an applicable Agreement.

- 1. PRICING.** The price of the products and any applicable services is the price stated in the Purchase Order (the "Price"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the delivery point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Entity.
- 2. DELIVERY AND ACCEPTANCE.**
 - 2.1. This Purchase Order is good for the exact products listed at the specified maximum quantities for delivery in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If no delivery date is specified, Vendor shall deliver the products within ninety (90) days after the date of the Purchase Order (“PO Date”) (which will be the Delivery Date for any such Purchase Order). If Vendor fails to deliver the products in full on the Delivery Date, Entity may terminate this Purchase Order immediately by providing written notice to Vendor and Vendor shall indemnify Entity against any losses, claims, damages, and reasonable costs and expenses directly attributable to Vendor's failure to deliver the Goods on the Delivery Date. This Purchase Order will be closed ninety (90) days after the Delivery Date and Vendor will not deliver any products after such date nor will Entity be obligated to accept or pay for any such products. Entity also reserves the right to refuse any items shipped that are not listed on the Purchase Order, shipped in quantities exceeding those listed and previously received, and/or received by Entity more than ninety (90) days after the PO Date. In the event of any such rejection, Entity shall cause any such products or items it receives to be returned to Vendor and shall not be obligated to pay any portion of the purchase price for any goods so returned or for any portion of a Purchase Order so cancelled. In the event Entity pays for any such goods so returned, Vendor shall promptly refund the amount of any such payment to Entity
 - 2.2. All deliveries of products or goods purchased under the Purchase Order will be Free on Board, Destination (which will generally be Entity’s specified delivery location as indicated in the Purchase Order). For purposes of this paragraph, the term “Free on Board, Destination” means that Vendor shall: (i) bear all costs associated with shipping the goods to Entity; (ii) bear the risk of loss until Entity takes possession of the goods, which

goods must be in new and acceptable condition upon receipt by Entity; and (iii) be responsible for insuring goods while in transit. Vendor shall deliver all goods to the delivery location during Entity's normal business hours or as otherwise instructed by Entity. Vendor shall pack all goods for shipment according to Entity's instructions or, if there are no instructions, in a manner sufficient to ensure that the goods are delivered in undamaged condition. Vendor must provide Entity prior written notice if it requires Entity to return any packaging material. Any return of such packaging material shall be made at Vendor's risk of loss and expense.

- 2.3. Entity has the right to inspect the products on or after the Delivery Date. Entity, at its sole option, may inspect all or a sample of the products, and may reject all or any portion of the products if it determines the products are nonconforming or defective. If Entity rejects any portion of the products, Entity has the right, effective upon written notice to Vendor, to: (a) rescind this Purchase Order in its entirety; (b) accept the products at a reasonably reduced price; or (c) reject the products and require replacement of the rejected products. If Entity requires replacement of the Goods, Vendor shall, at its expense, [promptly/within [NUMBER] days] replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Vendor fails to timely deliver replacement Goods, Entity may replace them with goods from a third party and charge Vendor the cost thereof and terminate this Agreement for cause pursuant to **Error! Bookmark not defined.Error! Reference source not found.** Any inspection or other action by Entity under this Section shall not reduce or otherwise affect Vendor's obligations under the Agreement, and Entity shall have the right to conduct further inspections after Vendor has carried out its remedial actions. waiver or settlement of any defect in such nonconforming Goods, or a waiver or settlement of any warranty claim Entity may have with respect thereto.

3. NAMES AND LOGOS.

- 3.1. Vendor agrees not to use any name or mark of Entity or of Stanford University or to quote the opinion of any of Entity's employees in any advertising or other publicity, including in client lists or on Vendor's website, without obtaining the prior written consent of Entity.

4. DEBARRED VENDORS.

- 4.1. Neither Vendor nor any agent of Vendor that will be providing Goods and/or Services under this Purchase Order has been excluded, suspended, debarred, or otherwise sanctioned from participation in any federal or state healthcare program, including Medicare, Medicaid, or TRICARE/CHAMPUS programs or has been convicted or found to have violated any federal or state fraud and abuse or illegal remuneration law. In the event that during the term of this Purchase Order, Vendor or any of its agents are so excluded, suspended, debarred, or sanctioned or are convicted or found to have violated any federal or state fraud and abuse or illegal remuneration law, Vendor shall promptly notify Entity of such event by email to ContractAdministration@stanfordhealthcare.org.

5. DATA.

- 5.1. Vendor agrees and acknowledges that Entity data remain the sole and exclusive property of Entity and can only be used as required under the Purchase Order.

6. CONFIDENTIALITY.

- 6.1. Confidential Information. "Confidential Information," for purposes hereof, shall mean all tangible and intangible confidential and proprietary information and trade secrets (whether or not patentable or copyrightable), owned or possessed by either Entity or Vendor ("Disclosing Party"), including without limitation, each party's and its affiliates' and subsidiaries' business/company information, business practices, data processes, computer or software products or programs and all related documentation, cost and pricing data, know-how, marketing or business plans, analytical methods and procedures, hardware design, technology,

financial information, or personnel or Entity data, in each case that is disclosed to the other party (“Receiving Party”) or to which the Receiving Party gains access in connection with this Purchase Order. For any information received by the Receiving Party about the Disclosing Party’s employees or contractors, the Receiving Party agrees to respect and safeguard in every way practicable any information that contains an employee or contractor name, social security number, address, telephone number, birthdate, driver’s license number, other licensure or certification information, financial account information, benefit or beneficiary information, salary or payroll information (including W-2s), or health information (including, but not limited to, medical record or medical record number).

- 6.2. Exclusions. The obligations to preserve the confidential nature of any of the Confidential Information described herein shall not apply to information that (i) was previously known to the Receiving Party free of any obligation to keep it confidential, (ii) is or becomes generally known to the public or is obtainable from public sources other than as a result of an act or omission of the Receiving Party, (iii) is independently developed by or on behalf of the Receiving Party without use of or reference to the Disclosing Party’s confidential information, or (iv) the Receiving Party is compelled to disclose the Confidential Information by a governmental agency or a court of law having proper jurisdiction. If disclosure is compelled pursuant to subsection (iv) of this section, the Receiving Party shall give the Disclosing Party reasonable notice (to the extent the Receiving Party is permitted to do so by applicable law) to enable the Disclosing Party to seek to limit such disclosure of the Confidential Information.
- 6.3. Nondisclosure. The Receiving Party agrees (1) to hold the Disclosing Party’s Confidential Information in strict confidence, and apply at least the standard of care used by the Receiving Party in protecting its own Confidential Information, and not to disclose such Confidential Information to any third party (except as provided in this section) and (2) to use the Confidential Information of the Disclosing Party solely to the extent reasonably required for the Receiving Party to exercise its rights or perform its obligations relating to this Purchase Order (unless otherwise authorized by the Disclosing Party in writing in advance). The Receiving Party agrees to limit disclosure of the Disclosing Party’s Confidential Information to those of its employees and contractors who need to know the same to accomplish the purposes of this Purchase Order, and who have executed a written agreement with confidentiality provisions no less restrictive than those terms contained herein.

7. INTENT OF PARTIES/NO REFERRALS.

- 7.1. Neither Vendor nor Entity intend that any payments made under this Purchase Order be in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any Goods or Services other than the specific Goods or Services described in the Purchase Order. All payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the Goods and/or Services provided.

8. INDEMNIFICATION.

- 8.1. To the fullest extent permitted by applicable law, Vendor shall indemnify, defend, and hold Entity and its officers, trustees, directors, representatives, employees, and agents harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys’ fees and costs, physical damage to or loss of tangible property, or injury, or death of any period, and any product recall or retrofit) arising out of, resulting from, or caused by: (a) negligence or intentional misconduct of Vendor, its employees, agents, and subcontractors; (b) the failure of Vendor or its employees, agents, or subcontractors to comply with the provisions of this Purchase Order or applicable laws, rules, and regulations; or (c) any defect in design, workmanship, or materials carried out or employed by Vendor or its employees, agents, or subcontractors. Vendor shall also indemnify, defend, and hold Entity and its officers, trustees, directors, representatives, employees, and agents harmless from and against any and all third-party claims and liabilities (including, without limitation, reasonable attorneys’ fees and costs), regardless of the form of action, arising out of or in connection with a claim that the products supplied by Vendor infringe, violate, or misappropriate a valid third-party patent, copyright, or other proprietary right. Vendor may not settle or compromise any claim or consent to the entry of any judgment with respect to which Entity is seeking indemnification hereunder in a manner that adversely affects the rights of Entity without Entity’s prior written

consent, which shall not be unreasonably withheld or delayed. This section shall survive the termination of the Purchase Order.

9. WARRANTY.

- 9.1. Unless more favorable warranty terms are extended to Entity in the quotation, order, or other similar document issued by Vendor and relating to this Purchase Order, Vendor shall provide Entity with Vendor's standard warranty terms for the products being sold to Entity pursuant to the Purchase Order. In furtherance and not in limitation of the foregoing, Vendor warrants that products consisting of goods will:
- 9.1.1. be of new material and be free from any defects in workmanship, material and design;
 - 9.1.2. conform to applicable specifications as set forth in the Purchase Order or any quotation or attachment to the Purchase Order or in any industry or regulatory standards applicable to the goods being purchased;
 - 9.1.3. conform to the labelling for such products, including any U.S. FDA cleared or approved labelling;
 - 9.1.4. be fit for their intended purpose and operate as intended;
 - 9.1.5. be merchantable;
 - 9.1.6. be free and clear of all liens, security interests or other encumbrances; and
 - 9.1.7. not infringe or misappropriate any third party's patent or other intellectual property rights.
- 9.2. (Vendor further warrants that it has taken all proper and necessary precautions for the safety and protection of persons and property, and has provided all proper warnings for hazards related to products and work that cannot be eliminated, and that Vendor has the authority to enter into the Purchase Order and to perform its obligations hereunder and thereunder. These warranties, Vendor's service guarantees, and implied warranties, shall survive delivery, inspection, testing, acceptance and payment of or for the products by Entity.
- 9.3. Entity's remedies under the warranties shall include at Entity's election (a) repair by Vendor or persons designated by Vendor and accepted by Entity of any products found to be defective in violation of these warranties, without charge, (b) replacement of products with new products that conform to the above requirements or, (c) return and full refund of the purchase price paid by Entity for such unused products. Vendor shall be responsible for all shipping and other fees in connection with return and/or replacement of defective products so long as Entity obtains a Return Authorization ("RA") number from Vendor's customer support organization and includes the RA number on the outside packaging of such returned products. For products consisting of supplies and consumables, Entity will most likely elect replacement or refund as a remedy.
- 9.4. Where Vendor provides Services, Vendor hereby represents and warrants that any Services being provided by Vendor in connection with the products being sold pursuant to this Purchase Order (including but not limited to installation, repair, preventive maintenance, and the like) shall be performed promptly, diligently, and professionally to meet Entity's needs and requirements and to Entity's reasonable satisfaction. Further, Vendor hereby represents and warrants that, at all times, the Services will be performed by personnel with the necessary skills and expertise to perform the Services in a professional and workmanlike manner.

10. COMPLIANCE WITH LAWS.

- 10.1. Vendor shall comply with all applicable federal, state, and local laws, regulations, including non-discrimination and equal employment opportunity provisions, and executive orders in performance of the Purchase Order.

11. USE OF OUTSIDE RESOURCES.

- 11.1. Entity shall retain professional and administrative responsibility for the operation of the program and product being purchased under the Purchase Order as and to the extent required by [Title 22, California Code of Regulations, Section 70713](#). Entity's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter, or otherwise modify in any way the rights or obligations of Entity or Vendor under the Purchase Order including, without limitation, the obligations of Vendor under the insurance and indemnification provisions in the Purchase Order.

12. ACCESS TO BOOKS AND RECORDS.

- 12.1. If this Purchase Order is for the provision of Services with a value of Ten Thousand and 00/100 Dollars (\$10,000.00) or more within a twelve (12) month period, then until the expiration of four (4) years after the furnishing of any Services pursuant to this Purchase Order, Vendor shall make available, upon written request by the Secretary of the United States Department of Health and Human Services or from the United States Comptroller General, or any of their duly authorized representatives, this Purchase Order and such books, documents, and records of Vendor as are necessary to certify the nature and the extent of the reasonable cost of Services to the Entity. If Vendor enters into an agreement with any related organization to provide services pursuant to this Purchase Order with a value of Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period, such agreement shall contain a clause identical in content to the first sentence of this paragraph. This paragraph shall be of force and effect only to the extent required by 42 U.S.C. § 1395x(v)(1)(I).

13. AUDIT RIGHT.

- 13.1. Notwithstanding the value of the Goods and/or Services provided herein, Entity shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Vendor involving transactions related to this Purchase Order until the expiration of four (4) years after final payment hereunder. Vendor further agrees to promptly furnish, when requested by Entity, such books, documents, and records of Vendor as are necessary to verify the accuracy of the amounts invoiced to Entity against any past or current Goods and/or Services provided by Vendor. If any audit discloses an overpayment by Entity or a discrepancy in the amount invoiced by Vendor against the Goods and/or Services actually provided by Vendor, Vendor will promptly reimburse Entity, within thirty (30) days of Entity's notification to Vendor, of any such overpayment, rectify such discrepancy, or both, and further reimburse Entity for any costs and expenses incurred by Entity for any such audit, including in connection with its retention of any third-party auditor.

14. GOVERNING LAW.

- 14.1. This Purchase Order shall be construed and enforced in accordance with and governed by the laws of the State of California, without regard to conflict of law rules.

15. INSURANCE.

- 15.1. Vendor shall, at its own expense, for the duration of this Purchase Order, maintain policies of (i) commercial general liability insurance naming Entity as an additional insured in an amount of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100 Dollars (\$3,000,000.00) annual aggregate, and (ii) products and completed operations liability in an amount of at least One Million and 00/100 Dollars (\$1,000,000.00) each claim and Three Million and 00/100 Dollars (\$3,000,000.00) annual aggregate to insure it, its employees, and agents against all claims and liabilities arising out of or related to this Purchase Order. Umbrella or excess liability policies may be used to meet aggregate amounts. All insurance policies shall be written with companies that have a minimum AM Best Rating of A VII or evidence of the financial solvency of self-insured programs or captive insured programs. Vendor shall notify Entity in writing thirty (30) days prior to any material alterations, cancellations, or replacement of the existing policy(s). Evidence of such coverage shall be presented to Entity prior to execution of the Purchase Order or upon request by Entity. In the event that such coverage is written on a claims made basis then for two (2) years after the completion of performance under the Purchase Order, Vendor shall arrange appropriate tail coverage or prior acts coverage consistent with the requirements of this section in the event that such claims made policy is canceled or not renewed.

16. INVOICING AND PAYMENT.

- 16.1. Vendor shall invoice Entity for the Goods and/or Services purchased under the Purchase Order only in accordance with such Purchase Order. Each invoice submitted by Vendor (i) shall reference the correct Entity Purchase Order number (with only one Purchase Order number per invoice); (ii) for Goods, the invoice shall match the line items on the corresponding Purchase Order; (iii) for Services provided on a time and/or materials

basis, the invoice shall contain detailed time entries with hours worked, locations where work was performed, personnel performing the work, and nature of the work; (iv) for Services where payment is contingent on deliverable(s), the invoice shall state the recipient of the deliverable(s) and the date(s) delivered; and (v) provide the cost of Goods or materials consumed in providing the Services, if applicable. In order to be considered valid, an invoice must (i) meet the requirements of this Section as well as the Purchase Order pursuant to which such invoice was issued and (ii) meet Entity's general invoicing requirements as set forth at <https://stanfordhealthcare.org/for-vendors/vendors.html#invoicestandards>. Vendor will issue all invoices for Goods and/or Services within the time frame required under the applicable Purchase Order (including for this purpose under any related contract or agreement), and Entity will have no obligation pay any invoices that are not issued within thirty (30) days of the date such invoices should have been issued under the applicable Purchase Order. In the event Entity reasonably requests additional substantiating detail, Vendor shall promptly provide such detail, and the time during which such request is pending shall extend the due date for payment. Vendor shall not issue multiple invoices for the same Goods or Services. Invoices shall be due and payable within sixty (60) days of the receipt of the invoice by Entity. All invoices shall be submitted for approval to the applicable Entity Accounts Payable email address:

- Stanford Health Care: SHCAPInvoices@stanfordhealthcare.org
- Lucile Salter Packard Children's Hospital at Stanford: ap@stanfordchildrens.org
- Packard Children's Health Alliance: pcha@stanfordchildrens.org
- University HealthCare Alliance: APUHA@stanfordhealthcare.org
- Stanford Blood Center, LLC: SBCAPInvoices@stanfordhealthcare.org
- The Hospital Committee for the Livermore-Pleasanton Areas:
AcctsPayable_VC@stanfordhealthcare.org

16.2. Payments may be made through one or more of the following methods: 1) automated clearing house ("ACH") funds transfer in accordance with Vendor's instructions or 2) corporate credit card through Entity's payables program. Entity may withhold payment of particular charges or amounts that Entity disputes in good faith, provided Entity notifies Vendor of such dispute at the time of withholding. Notification for this purpose means providing Vendor with a reasonably detailed explanation, including any supporting documentation if applicable, of the basis for such withholding. The parties shall use commercially reasonable efforts to promptly resolve any such payment dispute.

17. EVALUATION.

17.1. Services that are related to the care and treatment of patients provided pursuant to contractual agreement will be evaluated on at least an annual basis by Entity based upon the following criteria, which include, but are not limited to, fulfillment of contractual obligations, customer service, quality of service, overall staff competency, and compliance with accreditation standards and/or state/federal requirements.

18. EQUAL OPPORTUNITY.

18.1. In connection with its performance under this Purchase Order, Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or physical or mental handicap and will take affirmative action to ensure equal opportunity in all aspects of employment including, but not limited to, recruitment, promotion, demotion, transfer, layoff, termination, compensation, and selection for training, including apprenticeship; and will send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice stating the terms of the commitment hereunder with respect to equal opportunity.

18.2. This contract is subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) Section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). Entity and Vendor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and requires affirmative action by covered prime

organizations to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

19. HIPAA CONFIDENTIALITY.

- 19.1. Vendor agrees to safeguard the privacy and security of all Protected Health Information (as defined under the Health Insurance Portability and Accountability Act, amendments thereto, and regulations thereunder) that it receives, accesses, or creates from Entity. Vendor agrees to not use, access, or disclose Protected Health Information of Entity, except to the extent needed directly for patient care or treatment, billing by Vendor, or compliance with Food and Drug Administration requirements or similar laws. Vendor will not use, access, or disclose Protected Health Information for any other purpose, including, without limitation, to provide any service on behalf of Entity. Vendor agrees to comply with all policies and procedures of Entity regarding privacy and security of Protected Health Information, including, but not limited to, the Vendor confidentiality agreement and Vendormate System (for registration of Vendor personnel when on site at Entity's facilities). Upon expiration or termination of this Purchase Order, whichever is earlier, Vendor will promptly return all Protected Health Information to Entity or, unless prohibited by law, will destroy such information in a secure manner consistent with U.S. Department of Health and Human Services requirements and guidance.

20. ASSIGNMENT.

- 20.1. Vendor shall neither assign its rights nor delegate its duties under this Purchase without the prior written consent of Entity; provided, however, Vendor may assign its rights, interest, and obligations hereunder to (a) any successor to Vendor or any acquirer of a material portion of the business or assets of Vendor or (b) one or more entities directly or indirectly controlling, controlled by, or under common control with Vendor.

21. SURVIVAL.

- 21.1. Notwithstanding termination or expiration of this Purchase Order, the provisions of the sections entitled Debarred Vendors, Data, Confidentiality, Indemnification, Warranty, Access to Books and Records, Governing Law, Insurance, HIPAA Confidentiality, Survival and such other terms and conditions that, by nature and context, survive termination or expiration of this Purchase Order, shall survive.