

## MIDDLESEX HOSPITAL STANDARD TERMS AND CONDITIONS FOR GOODS

- 1 The terms and conditions on this sheet shall govern all purchase orders placed by Middlesex Hospital and shall be considered as such by suppliers. No agreement in any way modifying the conditions of this contract shall be binding upon Middlesex Hospital unless made in writing and signed by an authorized agent of Middlesex Hospital.
- 2 Seller agrees to abide by the Standards for Business Ethics and Conduct set forth by Middlesex Health Systems which can be found on the internet at <https://middlesexhealth.org/middlesex-and-the-community/for-vendors-and-suppliers/standards-of-business-ethics-and-conduct>.
- 3 If price exceeds the amount stipulated in the order, Seller must notify the Purchasing Agent that placed the order. Do not ship unless authorized. It is agreed that the goods or services shall be billed at the prevailing market price or at the price last quoted whichever is lower. In the event the supplier breaches this contract, the prices of the supplies shall be reduced accordingly retroactive to date of such breach.
- 4 The specific quantity ordered must be delivered in full and not be changed without the Buyer's consent in writing. Any unauthorized quantity is subject to our rejection and return at seller's expense and responsibility.
- 5 Payment terms are Net 60 days upon receipt of invoice. Any cash discount period will date from the receipt of the goods or from the date of the invoice, whichever is later.
- 6 Packing slips must be included with all shipments and purchase order numbers must appear on all packages, packing slips, and invoices. Shipments not properly identified are subject to our rejection and return at seller's expense and responsibility.
- 7 Freight: Unless otherwise noted in the body of the purchase order, shipping is to be FOB Middlesex Hospital. Transportation charges that Buyer has agreed to pay in advance of shipping must be charged to Buyer's Fed Ex or UPS account. No charges will be allowed for containers, crates or boxes. Supplies must be prepared for shipment in accordance with the packing requirements for consolidated freight classification, or the tariff-naming rate in effect on date of shipment. No COD shipments will be accepted.
- 8 Deliveries: Deliveries must be made to designated receiving area of the facility printed on the face of the purchase order, not to individuals or departments, unless otherwise stipulated.
- 9 Applicable Law: By the acceptance of Middlesex Hospital order(s), seller represents that the merchandise covered by any order was not manufactured, packaged, labeled and, if required, was registered and is not being priced, sold or distributed in violation of any Federal, State, or local laws. The laws of the State of Connecticut will govern the interpretation and construction of this Agreement and the acts or omissions of the parties pursuant to it, without reference to conflicts of law principles. Company expressly consents to the personal jurisdiction of the state courts located in Middlesex Judicial District for the State of Connecticut, and to the United States District Court for the District of Connecticut.
- 10 Cancellation: Buyer reserves the right to cancel an order on account of defects in supplies, workmanship or quality, or if supplies are not shipped as specified herein, or on release authorizations issued in connection herewith, or are not in accordance with approved samples or specifications issued in connection herewith, or if performance by seller is prevented by causes beyond seller's control or if seller fails to comply with other terms and conditions of an order, or if seller is bankrupt or insolvent.
- 11 Assignment: Seller shall not delegate any duties or assign any rights or claims related to a Middlesex Hospital purchase order without prior express written consent of an authorized Middlesex Hospital Buyer, which shall not be unreasonably withheld.
- 12 Acceptance and Inspection: All material, equipment or services ordered hereunder, hereinafter referred to as supplies, shall be subject to Buyer's right of inspection and rejection. If supplies are rejected, they will be returned at seller's risk for credit or replacement at Buyer's option, and all handling and transportation expenses both ways shall be assumed by Seller. When supplies have been rejected, Buyer shall have the right to cancel any unshipped portion of the order. Payment for supplies received shall not constitute acceptance and is without prejudice to claims that the Buyer may have against the Seller.
- 13 Seller expressly warrants that material, equipment or services hereinafter referred to, as supplies covered by this order will conform to the specifications, drawings or samples furnished by Seller and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer.
- 14 For Electronic Goods Only: Delivery must include copy of all published specifications and unit must meet all manufactured published specifications. All electrical equipment must be UL inspected and conform to the American National Standard Safe Current Limits for Electrical Apparatus (AAMI).
- 15 For Furniture Goods Only: Furnishing, contents, decorations, and treated finishes including, but not limited to, draperies, curtains, upholstered furniture, and mattresses shall be flame resistant in accordance with requirements of sections 13-7.5 and 6-6 of the NFPA 101- Life Safety Code.
- 16 Seller shall provide to Buyer, at the time of shipment or upon request, a completed Material Safety Data Sheet (OSHA Form 20 or equivalent) for any chemical substances sold hereunder as required by any applicable federal, state, or local law, ordinance, rule or regulation. Such sheet shall contain all the information necessary to comply with the Federal Hazard Communication Standard (29 CFR 1910.1200) and all applicable state regulations.
- 17 If seller meets definition of "Business Associate", Seller agrees to execute Buyer's Business Associate Agreement to comply with the Health Insurance Portability and Accountability Act of 1996, also referred to as "HIPAA".
- 18 UCC Applicability: Except to the extent that the provisions of these Terms and Conditions are clearly inconsistent therewith, this Agreement shall be governed by any applicable provisions of Article 2 of the Uniform Commercial Code (UCC) in effect in the State of Connecticut. To the extent that this contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except where to deem such services as "goods" would result in an absurdity.
- 19 Liability: Middlesex Hospital cannot accept any liability for products or equipment brought into the hospital for a trial purpose. Any liability issues that arise from the use of trial items are the sole responsibility of the vendor.
- 20 Middlesex Hospital will immediately cease conducting business if seller's name or identification number appears on any government sanction list and will not resume until rectified to the satisfaction of Middlesex Hospital, with no penalty to Middlesex Hospital.
- 21 Indemnification. Company agrees to indemnify and hold Middlesex Hospital, its officers, directors, employees and agents harmless from and against any and all claims, liabilities, losses, damages, expenses, and actions, including reasonable attorney's fees, which result from, are caused by, or are related to: (a) Company's violation of federal, state or local statutes, regulations or ordinances (including without limitation, the Health Insurance Portability and Accountability Act of 1996, also known as "HIPAA"); and/or (b) the acts or omissions of Company, its officers, directors, agents, employees, or representatives; and/or (c) the breach of the Agreement by Company, its officers, directors, agents, employees, or representatives; and/or (d) any breach of warranty by Company; and/or (e) the negligence or willful misconduct of the Company, its officers, directors, agents, employees, or representatives. This Section shall survive termination of the Agreement.
- 22 Termination. Either Party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other Party. If

Hospital terminates the Agreement under this provision, Company shall, within ten (10) days, refund all monies prepaid under this Agreement by Hospital to Company up to and including the termination date. If the Agreement is terminated by either party for any reason whatsoever, including but not limited to a default by Middlesex Hospital, or if the Agreement is not renewed, within three (3) business days following such termination date, the Company shall deliver to Middlesex Hospital all proprietary and confidential data and other information belonging to or obtained from Middlesex Hospital.

**23 Notices.** Whenever notice must be given under the provisions of this Agreement, such notice must be in writing and will be deemed to have been duly given by (a) hand delivery; or (b) certified mail, return receipt requested, postage prepaid; or (c) fax transmittal (with written confirmation of receipt), provided that a copy is also mailed by registered mail, return receipt requested, addressed to the parties at their respective address set forth in this Agreement.

**24 Force Majeure.** No party shall be liable for delay in performance hereunder due to forces beyond its control, including but not limited to acts of God, fires, strikes or other labor disputes, acts of war, acts of terrorism, or intervention by any governmental authority, and each party shall take steps to minimize any such delay. Notwithstanding any of the foregoing, in the event that Seller experiences one or more Force Majeure event resulting in delays in performance of thirty (30) days or more in the aggregate, Middlesex Hospital may immediately terminate this Agreement and shall have no further liability to Seller.

**25 Severability.** In the event that any portion of these Terms and Conditions are held to be unenforceable, the remainder of the provisions shall continue in full force and effect. In such event, the parties shall, in good faith, modify these Terms and Conditions so as to achieve as much as can be achieved of the provision that was held unenforceable.

**26 Entire Agreement.** This Amendment and the Master Agreement constitutes the full, complete and only agreement between the parties and their affiliates with respect to the services defined on the Master Agreement and supersedes conduct, dealings or previous agreements, representations or understandings either oral or written between the parties and their affiliate

**27 Counterparts, Facsimile and PDF Image Copy.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by facsimile or PDF image copy. The Parties intend that faxed or PDF signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or PDF) of all the parties is binding on the parties once sent via facsimile or via electronic mail to the opposing counsel.

**ACCEPTED BY:**

**Company Name:**\_\_\_\_\_

**Signature:**\_\_\_\_\_

**Title:**\_\_\_\_\_

**Print Name:**\_\_\_\_\_

**Date:**\_\_\_\_\_

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