



Iowa Health System
Purchase Order
Terms and Conditions

1. **Acceptance of Purchase Terms:** Commencement of performance pursuant to the purchase order constitutes acceptance of these terms and conditions by Vendor. The purchase order, including these terms and conditions, constitutes the full and complete agreement between the parties. No alleged oral promises or conditions not set forth hereunder or in the purchase order shall be binding upon Buyer or Vendor, and any prior negotiations between the parties are merged therein.
2. **Packaging:** All deliveries shall include a packing list in each package indicating the contents. All shipping containers must be labeled with the purchase order number and "ship to" information.
3. **Delivery:** Unless otherwise specified in the purchase order, delivery will be F.O.B. destination. Failure to deliver the goods on time may result in the termination of the purchase order at the option of the Buyer.
4. **Receipt:** Buyer shall be deemed to have received goods procured hereunder when such goods have been deposited at the Buyer's specified delivery location and all bills of lading or other shipping papers which require signature have been signed.
5. **Acceptance:** Buyer shall be deemed to have accepted goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipts, whichever occurs first.
6. **Inspection/Rejection/Termination:** All goods procured hereunder are subject to inspection and acceptance by Buyer. All goods which are rejected for nonconformity with terms of this agreement are rejected at Vendor's expense and shall be returned at vendor's risk of loss and expense. Buyer reserves the right to terminate for non-conformity. Substitutions must be agreed to by Buyer in writing.
7. **Assignment:** All monies due and owing hereunder shall not be assigned to a third party without written consent of both parties.
8. **Warranties:** Vendor expressly warrants that all goods supplied hereunder shall be merchantable in accordance with the Uniform Commercial Code in effect on the date of the purchase order. The goods shall conform to specifications, drawings, and any other description and shall be free from defects in materials and workmanship.
9. **Taxes:** Buyer has exempt and non-exempt from tax purchase orders. Tax will be indicated on applicable purchase orders. Exemption certificates will be furnished upon request.
10. **Title to Goods:** Vendor warrants that the goods procured hereunder are free from liens, claims, or encumbrances.
11. **Indemnification:** To the extent the goods are not manufactured in accordance with Buyer's designs, vendor shall defend, indemnify and hold harmless Buyer, Buyer's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, trade names, Trademarks, Copyright, of Trade secrets by reason of sale or use of any articles purchase hereunder. Buyer shall promptly notify Vendor of any such claim. Vendor assumes all responsibility and liability for any damages or injury, including death for which Buyer or any employees thereof may become liable, which may be occasioned through the use, demonstration or consumption of any article furnished pursuant to the purchase order by reason of any defects in said article or its container or package, or by reason of improper or incorrect labeling. By accepting the purchase order Vendor covenant and agree to defend and hold harmless Buyer against any and all claims, actions, suits or demands made or brought against it by reason of such defects or improper handling and Vendor agrees to indemnify Buyer against any and all claims, actions, suits or demands made or brought against it by reason of such defect or improper handling and Vendor agrees to indemnify Buyer against all damages, costs or expenses that it may incur or become liable to pay for or by any reason of such claim, action, suit or demand.
12. **Guarantee:** Vendor warrants and guarantees to Buyer that the articles are in compliance with Sections 5 and 12 of the Federal Trade Commission Act, the Fair Packaging and Labeling Act, the Federal Food, Drug and Cosmetic Act, the Consumer Product Safety Act, the Federal Insecticide, Fungicide and Rodenticide Act, The Federal Hazards and Substance Act, The Federal Labor Standards Act, the Wool Products Labeling Act, the Flammable Fabrics Act, the Occupational Safety and Health Act, and the Federal Anti-Kickback Enforcement Act.
13. **Hazardous Materials:** All packaging, transportation and handling of hazardous material shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard and state Administrative Code and Iowa Administrative Code.
14. **Cancellation:** The Buyer reserves the right at any time, without cause, to cancel all or any part of the undelivered portion of this order by written notice to Vendor which may be delivered by any means reasonably calculated to notify Vendor, including, but not limited to facsimile transmission or electronic mail. Upon delivery of such cancellation notice, Vendor

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shall refund to Buyer any deposits, down payments, or other advance payment within 10 days after Vendor receives such cancellation notice.

15. **Insurance:** The Buyer reserves the right to request and receive Vendor's Certificate of Insurance, as specified on the solicitation or order. Failure on the part of the Vendor to procure or maintain required insurance shall constitute a material breach of contract.
16. **Clean Air and Water Certification:** Vendor certifies in that it is in compliance with the Clean Air Act and Federal Water Pollution Control Act, as amended, and that its facilities are not on the Environmental Protection Agency's List of Violating Facilities. Vendor will immediately notify Buyer of the receipt of any communication indicating that any of the Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
17. **Debarred, Suspended and Ineligible Status:** Vendor certifies that it has not been debarred, suspended, or declared ineligible nor is it included on the General Services Administration's list of Parties Excluded from Federal Procurement or Nonprocurement Programs. Vendor will immediately notify Buyer if department is placed on any of these lists.
18. **Access to Company Records/Audits:** Vendor agrees by acceptance of purchase order to comply with the Omnibus Reconciliation act of 1980 Section 952 and all applicable federal or state statute.
19. **Confidentiality:** All information, drawings, specifications or data furnished by Buyer to Vendor shall be considered proprietary, and Vendor shall keep such information, drawings, specifications and data confidential unless this requirement is waived expressly in writing by Buyer.
20. **Invoices and Payments; Setoffs:** The Vendor shall submit a separate invoice for each purchase order after each shipment and each invoice shall reference the purchase order number. Failure by the Vendor to follow these instructions shall result in an unavoidable delay of payment. All claims for payment due to Vendor shall be subject to deduction by Buyer for any setoff or counterclaim arising out of any purchase order between Buyer and Vendor, regardless of whether such setoff or counterclaim arose before or after the date of the claim for payment by Vendor.
21. **Conflicting Terms:** If the terms of the purchase order do not appear on or agree with Vendor's invoice as rendered, Vendor agrees that Vendor's invoice shall be amended to conform with the purchase order, including these terms and conditions.

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