

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1087608

Vendor Name: Moore Medical LLC

Invoice Number: 99729174

Invoice Date: 12/15/17

PO Number: P0355368

Check Number: 0230086

Check Amount: \$ 261.31

Check Date: 01/17/2018

Department ID: 00181

Reviewer Name:

Voucher Number: V0490678

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

mooremedical

Supporting Health & Care

Corporate Office1690 New Britain Avenue
PO Box 4066
Farmington, CT 06032-4066

800.234.1464 | www.mooremedical.com

INVOICE

PAGE 1 of 2

Invoice # 99729174	Invoice Amount Due \$ 216.00	Invoice Date 12/15/17
Bill to Customer # 47017150	Terms NET 30 DAYS	Order # 18409790
Ship Date 12/15/17	Due Date 01/14/18	
Customer Order #		
Blanket #	PO # 355368	

3 WAY MATCH

MCK702 822550 459078188

COLLEGE OF DUPAGE

Accounts Payable Dept.

Public Safety Police Dept

425 Fawell Blvd

Glen Ellyn, IL 60137-6708

Ship To: 47017150

College Of Dupage

Dan Krakora/EMS/Fire Sci Mgr

Public Safety Police Dept

425 Fawell Blvd

GLEN ELLYN IL 60137

CA - 7950 West Doe Avenue, Visalia, CA 93291
CT - 370 John Downey Drive, New Britain, CT 06051
FL - 8100 Westside Ind'l Dr, Bldg 4, Jacksonville, FL 32219

Item #	Item Description	Order Qty	Ship Qty	B/O Qty	\$ Unit Price	U/M	\$ Extended	\$ Sales Tax	Ship From
95835	Nasal CO2 Sampling Cannula Adt	2	2		108.00	EA	216.00	.00	CT

This purchase listed on this invoice may be subject to a discount or other promotional consideration that may require you to report the value of such discount or promotional consideration, if any, as a discount. In addition, the prices on this invoice may include fees for service that may not be reimbursable under the Medicare/Medicaid statutes. You can receive an itemized list of any fees in the included prices upon request.

For any inquiries about your payments and balances, call 800.234.1464, and select option 3, 8:00am - 8:00pm ET Monday-Friday, or log in at www.mooremedical.com and view your options under the "My Account" tab.

Late payments are subject to 1.5% finance charge or the highest rate under state law.

Subtotal	\$	216.00
Tax	\$.00
Handling	\$.00
Ship Ice/Haz	\$.00
Freight	\$.00
Fuel Surcharge	\$.00

Total	\$	216.00
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Balance Due	\$	216.00
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Please detach here and return with your remittance

mooremedical

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Accounts Payable Dept.

Public Safety Police Dept

425 Fawell Blvd

Glen Ellyn, IL 60137-6708

Moore Medical LLC

PO Box 99718

Chicago, IL 60696

9972917447017150000216003

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2. Amendments, Reschedule, Additional Quantities. These terms and conditions may be amended only by a subsequent writing that specifically refers to these terms and conditions and that is signed by both parties. All of the terms herein will apply to additional quantities of Products ordered by Customer, except to the extent those additional quantities are covered by a new written signed agreement.

3. Confidentiality.

3.1. Notwithstanding anything in this Agreement to the contrary, the pricing and terms of this Agreement will be proprietary and confidential to Moore, and Customer and each Customer will not disclose such pricing and terms without the prior written consent from Moore. Moore will have the right to share any Confidential Information (as defined in Section 3.2 below) with its affiliate companies.

3.2. **Return of Confidential Information.** The Recipient will return to the Discloser, and destroy or erase all of the Discloser's Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so. The Recipient may retain one (1) copy of Confidential Information for its legal archives, provided that such Confidential Information will remain subject to the provisions of this Agreement unless and until the Confidential Information is returned to the Discloser. For purposes of this Agreement, (i) the "Recipient" means the party receiving the Confidential Information from the Discloser; (ii) the "Discloser" means the party disclosing the Confidential Information to the Recipient; and (iii) "Confidential Information" means non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure, including the information set forth in Section 3.1 above. Notwithstanding the foregoing, Customer acknowledges that Moore will provide information and reports to GPOs, Suppliers, and other third parties relating to Buyer's purchases from Moore. Customer hereby waives any rights of confidentiality with respect to such information to the extent necessary to allow Seller to provide such information to GPOs, Suppliers, and other third parties.

4. Payment. Invoices will be dated as of the date of the shipment, and unless otherwise agreed in writing, are payable on an open account net thirty (30) days basis from the date of invoice. Late charges may be charged on past due accounts at the rate of the lower of one and a half percent (1.5%) per month or the highest rate permitted by law. All payments will be made in United States dollars and may be made by check, wire transfer, Visa, MasterCard or American Express. A Twenty-Five Dollar (\$25.00) fee will be assessed for each returned check. Moore may suspend shipment of Products to Customers who are not credit worthy or whose accounts are past due, at no liability to Moore. Due to Supplier's price increases or decreases or other events outside of Moore's reasonable control, pricing is subject to change without prior notification. Customer is responsible for all federal, state or local sales, use or excise tax imposed with respect to the Products.

5. Delivery and Associated Charges. Moore will use its reasonable efforts to deliver Products on or before the estimated delivery date, but will not be liable in damages or otherwise for failure to do so, regardless of the cause. All backordered items will be shipped immediately upon receipt from a Supplier. Moore reserves the right to cancel any item from Customer's order if the item is not received within thirty (30) days from the date of the backorder. Moore has the sole right to select the form of transportation. Shipment of Products per routine order to Customer and subsequent back-orders related to the original shipment will be shipped FOB Destination, except for drop shipments, which will be shipped in accordance with the supplier's shipping policies. The cost of shipment, if any, will be paid by Moore and added to Customer's invoice. Any freight charges for special handling or for shipments involving export sales are the responsibility of Customer and will be added to Customer's invoice. Shipping charges are subject to change without notice. Customer will pay all shipping charges on special order drop shipments. Furniture and large equipment is shipped to Customer's dock. Additional charges will be applied for lift gate service, inside delivery, or set up. Certain products may be subject to different or additional shipping terms including those Products described below:

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5.4 Licensure/DEA License Required. In order to ship prescription drugs and devices and other controlled substances to a Customer, a copy of Customer's current medical and DEA License must be on file with Moore.

6. Force Majeure. Except for the obligation to pay money, a party will not be liable to the other party for any failure or delay in performance caused by fires, shortage of materials or transportation, government acts, acts of terrorism, or any other matters beyond the first party's reasonable control, and such failure or delay will not constitute a material breach of this Agreement.

7. Governing Law; Consent to Jurisdiction. These terms and conditions are governed by the laws of the Commonwealth of Virginia, U.S.A. (without regard to its conflicts of laws). The United Nations Convention on Contracts for the International Sale of Goods will not apply to these terms and conditions and the sale of the Products hereunder. Customer hereby consents to the jurisdiction of the federal and state courts located in the Commonwealth of Virginia in connection with any dispute that may arise hereunder, and Customer hereby waives any objections it may have to the jurisdiction or venue of the Virginia courts.

8. Government Contracts. Unless specifically notified and agreed to in writing by Moore, Moore will not be bound by the terms of any government contracts to which Customer may be a party.

9. Limitation of Actions. No action, regardless of form, arising out of these terms and conditions may be commenced more than one (1) year after the cause of action has occurred, except an action for nonpayment.

10. Limitation of Liability. IN NO EVENT WILL MOORE BE LIABLE TO CUSTOMER UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHETHER OR NOT MOORE IS ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING LOST PROFITS) FROM ANY CAUSE. MOORE'S LIABILITY ON ANY CLAIM FOR LOSS, COST, DAMAGE, EXPENSE OR OTHER LIABILITY ARISING OUT OF OR CONNECTED WITH THESE TERMS AND CONDITIONS, OR ANY OBLIGATION RESULTING THEREFROM, OR THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, SERVICE, OR USE OF ANY PRODUCT (INCLUDING, BUT NOT LIMITED TO, LOSS LIABILITY ARISING FROM BREACH OF CONTRACT) WILL IN NO CASE EXCEED THE PRICE OF SUCH PRODUCTS INVOLVED IN SUCH CLAIM.

11. Medicare Records. To the extent 42 U.S.C. Section 1395 x(v)(1)(I) and 42 C.F.R. Subpart C of Part 405, 42 C.F.R. Subpart D of Part 420, or 42 C.F.R. Subpart B of Part 455 apply to this Agreement, Moore will maintain records of all purchases made by Customer for a period of four (4) years and will make same available for inspection by the Secretary of Health and Human Services or the Controller General of the United States, or their duly authorized representatives, upon request.

12. Patent Infringement. In the event any Product hereby sold is used by Customer in a manner causing unauthorized patent infringement, Customer will hold harmless and indemnify Moore as to any and all damages and costs for which Moore may become liable because charged with contributing to or inducing such infringement.

13. Product Changes. Factors beyond Moore's control and the need for continuing improvements of Products require the making of changes in Products from time to time. Moore reserves the right to make reasonable changes in Moore Brand Products of any kind without notice, and to deliver revised versions of such Moore Brand Products against any order, unless this right is specifically waived by it in writing. Moore will have no responsibility whatsoever with respect to the changes made by the Supplier of Products sold by, but not manufactured by, Moore and Customer acknowledges that such Products are subject to change at any time and from time to time.

14. Reporting of Discounts, Rebates or Other Price Reduction Programs. CUSTOMER WILL BE RESPONSIBLE FOR REPORTING ALL PRICES, DISCOUNTS, AND REBATES TO REIMBURSING AGENCIES TO THE EXTENT REQUIRED BY LAW OR REGULATION, INCLUDING MEDICARE AND MEDICAID, AND OTHER ENTITIES, MAINTAINING RECORDS THEREOF, AND PROVIDING INFORMATION TO REIMBURSING AGENCIES, IN ACCORDANCE WITH ALL APPLICABLE LAWS. ANY PRICE REDUCTIONS OR DISCOUNT PROGRAMS DESCRIBED IN THE INVOICE ARE INTENDED TO BE A DISCOUNT WITHIN THE MEANING OF APPLICABLE FEDERAL AND STATE ANTI-KICKBACK LAWS, INCLUDING, 42 U.S.C. 1320a-7b(b) AND THE DISCOUNT SAFE HARBOR PROMULGATED THEREUNDER AND CURRENTLY FOUND AT 42 C.F.R. 1001.952(h). CUSTOMER UNDERSTANDS THAT THE INVOICE MAY NOT REFLECT THE NET COST OF A PRODUCT DUE TO A REBATE OR OTHER DISCOUNT PROGRAM.

CUSTOMER REPRESENTS AND WARRANTS THAT IT WILL SATISFY ANY AND ALL REQUIREMENTS IMPOSED ON BUYERS, INCLUDING WHEN REQUIRED BY LAW, THE REQUIREMENT TO ACCURATELY REPORT, OR MAKE AVAILABLE UPON REQUEST BY A FEDERAL OR STATE HEALTH CARE PROGRAM, THE NET COST ACTUALLY PAID BY SUCH CUSTOMER FOR THE PRODUCTS AND SERVICES COVERED BY THE INVOICE. FOR PURPOSES OF COST REPORTING REQUIREMENTS UNDER A FEDERAL OR STATE PROGRAM WHICH PROVIDES COST BASED REIMBURSEMENT, CUSTOMER UNDERSTANDS THAT ANY SUCH DISCOUNTS, INCLUDING REBATES, SHOULD BE PROPERLY ALLOCATED ON A UNIT BASIS SO AS TO REPORT A NET SALE PRICE THAT ACCURATELY REFLECTS THE TOTAL AMOUNT OF THE DISCOUNT RECEIVED.

CUSTOMER MAY REQUEST INFORMATION FROM MOORE IN ORDER TO MEET CUSTOMER'S REPORTING OR DISCLOSURE OBLIGATIONS BY CONTACTING MOORE IN WRITING AT THE FOLLOWING ADDRESS: 1690 NEW BRITAIN AVENUE, FARMINGTON, CONNECTICUT 06032.

15. Resale of Products. Customer hereby certifies that it is purchasing Products from Moore for its own use and will not resell or redistribute Products. A breach of this Section 15 will be deemed a material breach.

16. Return Goods Policy. Subject to applicable law, Moore will process returned goods for Products purchased from Moore, in accordance with its then standard Return Goods Policy. Moore's current Return Goods Policy is as follows:

* **Damaged Goods.** All deliveries should be inspected for shipping damage before accepting delivery. If damage has occurred, Customer should note the extent of the damage on the freight bill and contact Moore immediately. Claims for loss or damage in transit must be entered and prosecuted by Customer. Moore's responsibility for loss or damage of Product to be returned to Moore ceases when the Products are accepted by the carrier. In no event will Moore be held liable for any damages or expenses caused by delay in delivery.

* **Inspection/Returns; Shortages.** Customer will have five (5) days from the date of delivery to inspect the Products and to reject any or all Products which are defective or nonconforming. Products rejected may be promptly returned to Moore at Moore's expense provided however, such Products are returned no later than forty-five (45) days from invoice date. Credit will be given for incorrectly shipped, damaged, or defective products. In no event will Moore consider claims for damage or errors in shipment unless notice of such claims are transmitted to Moore within five (5) days after receipt of the allegedly damaged goods together with documentation substantiating the claim and unless made with the freight carrier in accordance with such carrier's policies and procedures. All return freight charges for Products that are deemed to be not defective or nonconforming are the responsibility of Customer. All Product shortages must be reported to Moore's Customer Relations department at 1-800-234-1464, within five (5) days of invoice date. The following Products have return restrictions or are not returnable and Customer should contact Moore's Customer Relations for further information:

- All pharmaceutical Product returns must be requested by Customer and approved by Moore's Customer Service Department within seven (7) days of date of invoice and such pharmaceutical Product must be returned to Moore within fifteen (15) days of such request and accompanied by a signed Prescription Drug Return Form.
- All over-the-counter and prescription medications that do not meet date requirements must be reported within five (5) days of receipt and will then be verified through warehouse for stocked merchandise dating.
- Controlled Substances
- Diagnostic Test Kits
- Discontinued Products
- Drop Shipped or Special Order Products shipped from Supplier
- Expired Products
- Hazardous/ORM Materials - call for details
- Items Shipped on Ice or Dry Ice
- Opened or Defaced Products
- Used Instruments
- Oxygen Tanks

* **Exclusive Remedy.** As Customer's exclusive remedy for any defect or nonconformity in the Product (referred to hereinafter as "Affected Products"), Moore will, in its sole discretion, either: (i) replace the Affected Product containing such defect or nonconformity; (ii) refund the price paid by Customer for the Affected Products; or (iii) credit Customer's accounts for the amount paid by Customer for the Affected Product. In furtherance of such undertaking, if Customer reasonably believes that any Product contains a defect or nonconformity for which Moore is responsible, Customer will inform Moore of the nature of such defect or nonconformity in reasonable detail and will request authorization from Moore to return the Affected Products to Moore or Moore's source for repair or replacement. All Products so returned will be shipped as so authorized, postage prepaid to Moore's facility or such other source specified by Moore.

17. Time for Bringing Action. Any action of any kind arising out of or in any way connected with this Agreement, other than collection of outstanding payment obligations, must be commenced within one (1) year upon which the cause of action accrued.

18. Warranty. EXCEPT FOR MOORE BRAND PRODUCTS, MOORE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. CUSTOMER WILL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICES (IF OTHER THAN MOORE) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF MOORE HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS AGREEMENT. CUSTOMER WILL NOT HOLD MOORE LIABLE FOR ANY DEFECT IN PRODUCTS OR SERVICES, REGARDLESS OF KIND. CUSTOMER AGREES TO FILE SOLELY WITH MANUFACTURER OF THE PRODUCTS OR PROVIDER OF SERVICES (IF OTHER THAN MOORE) ANY CLAIM OR LAWSUIT ALLEGING LOSS, INJURY, DAMAGE, OR DEATH ARISING OUT OF OR CAUSED BY THE USE, SALE, DISTRIBUTION, OR POSSESSION OF PRODUCTS OR SERVICES.

WITH RESPECT TO MOORE BRAND PRODUCTS, MOORE WARRANTS, SOLELY FOR THE BENEFIT OF CUSTOMER FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF PURCHASE BY CUSTOMER, THAT SUCH MOORE-LABELED PRODUCTS, WILL BE FREE IN MATERIAL RESPECTS FROM DEFECTS IN MATERIALS AND WORKMANSHIP ("MOORE BRAND WARRANTY"). MOORE'S OBLIGATION UNDER THIS MOORE BRAND WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF, OR REFUND FOR THE AFFECTED PRODUCT AT MOORE'S OPTION. MOORE WILL HAVE THE SOLE RIGHT TO SPECIFY THE MANNER IN WHICH, AND THE PERSON BY WHOM, REPAIR OF A MOORE BRAND PRODUCT IS TO BE CARRIED OUT. THIS MOORE BRAND WARRANTY IS SUBJECT TO THE FOLLOWING PROVISIONS:

A. THE DEFECTIVE MOORE BRAND PRODUCT MUST BE RETURNED FREIGHT PREPAID TO MOORE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND WILL, IN THE EVENT OF REPLACEMENT, BECOME THE PROPERTY OF MOORE.

B. THIS MOORE BRAND WARRANTY DOES NOT INCLUDE THE COSTS OF REMOVAL OF THE DEFECTIVE MOORE BRAND PRODUCT.

C. THIS MOORE BRAND WARRANTY IS EXPRESSLY CONTINGENT (AND WILL OTHERWISE BE VOID) UPON USE OF THE MOORE BRAND PRODUCTS STRICTLY IN ACCORDANCE WITH ANY DIRECTIONS AND INFORMATION ACCOMPANYING SUCH MOORE BRAND PRODUCTS AND WITHOUT MISUSE, DAMAGE, ALTERATION, OR MODIFICATION THEREOF, OR IF CUSTOMER RESELLS THE MOORE BRAND PRODUCT.

D. THE MOORE BRAND WARRANTY IS GIVEN BY MOORE SOLELY WITH RESPECT TO MOORE BRAND PRODUCTS.

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These terms and conditions are subject to change without prior notice. Moore is not responsible for typographical errors.

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1087608

Vendor Name: Moore Medical LLC

Invoice Number: 99734740

Invoice Date: 12/20/17

PO Number: P0355569

Check Number: 0230086

Check Amount: \$ 261.31

Check Date: 01/17/2018

Department ID: 00225

Reviewer Name:

Voucher Number: V0490695

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

mooremedical

Supporting Health & Care

Corporate Office1690 New Britain Avenue
PO Box 4066
Farmington, CT 06032-4066

800.234.1464 | www.mooremedical.com

3 WAY MATCH

MCK702 826025 460457185

COLLEGE OF DUPAGE

Attn: Lisa

425 Fawell Blvd

Glen Ellyn, IL 60137-6599

INVOICE

PAGE 1 of 2

Invoice # 99734740	Invoice Amount Due \$ 45.31	Invoice Date 12/20/17
Bill to Customer # 47005428	Terms NET 30 DAYS	Order # 18422034
Ship Date 12/20/17	Due Date 01/19/18	
Customer Order #		
Blanket #	PO # 355569	

Ship To: 47028259College Of Dupage
Janelle Walker
Shipping & Receiving
425 Fawell
GLEN ELLYN IL 60137CA - 7950 West Doe Avenue, Visalia, CA 93291
CT - 370 John Downey Drive, New Britain, CT 06051
FL - 8100 Westside Ind'l Dr, Bldg 4, Jacksonville, FL 32219

Item #	Item Description	Order Qty	Ship Qty	B/O Qty	\$ Unit Price	U/M	\$ Extended	\$ Sales Tax	Ship From
26113	TRUEmetrix Controls Level 1	1	1		5.07	EA	5.07	.00	CT
26114	TRUEmetrix Controls Level 2	1	1		5.07	EA	5.07	.00	CT
26115	TRUEmetrix Controls Level 3	1	1		5.07	EA	5.07	.00	CT
26110	TRUEmetrix Pro Test Strips MB	2	2		15.05	EA	30.10	.00	CT

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Send Payments To:**Moore Medical LLC**

PO Box 99718

Chicago, IL 60696

COLLEGE OF DUPAGE

Attn: Lisa

425 Fawell Blvd

Glen Ellyn, IL 60137-6599

9973474047005428000045319

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8. Government Contracts. Unless specifically notified and agreed to in writing by Moore, Moore will not be bound by the terms of any government contracts to which Customer may be a party.

9. Limitation of Actions. No action, regardless of form, arising out of these terms and conditions may be commenced more than one (1) year after the cause of action has occurred, except an action for nonpayment.

10. Limitation of Liability. IN NO EVENT WILL MOORE BE LIABLE TO CUSTOMER UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHETHER OR NOT MOORE IS ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING LOST PROFITS) FROM ANY CAUSE. MOORE'S LIABILITY ON ANY CLAIM FOR LOSS, COST, DAMAGE, EXPENSE OR OTHER LIABILITY ARISING OUT OF OR CONNECTED WITH THESE TERMS AND CONDITIONS, OR ANY OBLIGATION RESULTING THEREFROM, OR THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, SERVICE, OR USE OF ANY PRODUCT (INCLUDING, BUT NOT LIMITED TO, LOSS LIABILITY ARISING FROM BREACH OF CONTRACT) WILL IN NO CASE EXCEED THE PRICE OF SUCH PRODUCTS INVOLVED IN SUCH CLAIM.

11. Medicare Records. To the extent 42 U.S.C. Section 1395 x(v)(1)(I) and 42 C.F.R. Subpart C of Part 405, 42 C.F.R. Subpart D of Part 420, or 42 C.F.R. Subpart B of Part 455 apply to this Agreement, Moore will maintain records of all purchases made by Customer for a period of four (4) years and will make same available for inspection by the Secretary of Health and Human Services or the Controller General of the United States, or their duly authorized representatives, upon request.

12. Patent Infringement. In the event any Product hereby sold is used by Customer in a manner causing unauthorized patent infringement, Customer will hold harmless and indemnify Moore as to any and all damages and costs for which Moore may become liable because charged with contributing to or inducing such infringement.

13. Product Changes. Factors beyond Moore's control and the need for continuing improvements of Products require the making of changes in Products from time to time. Moore reserves the right to make reasonable changes in Moore Brand Products of any kind without notice, and to deliver revised versions of such Moore Brand Products against any order, unless this right is specifically waived by it in writing. Moore will have no responsibility whatsoever with respect to the changes made by the Supplier of Products sold by, but not manufactured by, Moore and Customer acknowledges that such Products are subject to change at any time and from time to time.

14. Reporting of Discounts, Rebates or Other Price Reduction Programs. CUSTOMER WILL BE RESPONSIBLE FOR REPORTING ALL PRICES, DISCOUNTS, AND REBATES TO REIMBURSING AGENCIES TO THE EXTENT REQUIRED BY LAW OR REGULATION, INCLUDING, MEDICARE AND MEDICAID, AND OTHER ENTITIES, MAINTAINING RECORDS THEREOF, AND PROVIDING INFORMATION TO REIMBURSING AGENCIES, IN ACCORDANCE WITH ALL APPLICABLE LAWS. ANY PRICE REDUCTIONS OR DISCOUNT PROGRAMS DESCRIBED IN THE INVOICE ARE INTENDED TO BE A DISCOUNT WITHIN THE MEANING OF APPLICABLE FEDERAL AND STATE ANTI-KICKBACK LAWS, INCLUDING, 42 U.S.C. 1320A-7B(B) AND THE DISCOUNT SAFE HARBOR PROMULGATED THEREUNDER AND CURRENTLY FOUND AT 42 C.F.R. 1001.952(h). CUSTOMER UNDERSTANDS THAT THE INVOICE MAY NOT REFLECT THE NET COST OF A PRODUCT DUE TO A REBATE OR OTHER DISCOUNT PROGRAM.

CUSTOMER REPRESENTS AND WARRANTS THAT IT WILL SATISFY ANY AND ALL REQUIREMENTS IMPOSED ON BUYERS, INCLUDING WHEN REQUIRED BY LAW, THE REQUIREMENT TO ACCURATELY REPORT, OR MAKE AVAILABLE UPON REQUEST BY A FEDERAL OR STATE HEALTH CARE PROGRAM, THE NET COST ACTUALLY PAID BY SUCH CUSTOMER FOR THE PRODUCTS AND SERVICES COVERED BY THE INVOICE. FOR PURPOSES OF COST REPORTING REQUIREMENTS UNDER A FEDERAL OR STATE PROGRAM WHICH PROVIDES COST BASED REIMBURSEMENT, CUSTOMER UNDERSTANDS THAT ANY SUCH DISCOUNTS, INCLUDING REBATES, SHOULD BE PROPERLY ALLOCATED ON A UNIT BASIS SO AS TO REPORT A NET SALE PRICE THAT ACCURATELY REFLECTS THE TOTAL AMOUNT OF THE DISCOUNT RECEIVED.

CUSTOMER MAY REQUEST INFORMATION FROM MOORE IN ORDER TO MEET CUSTOMER'S REPORTING OR DISCLOSURE OBLIGATIONS BY CONTACTING MOORE IN WRITING AT THE FOLLOWING ADDRESS: 1690 NEW BRITAIN AVENUE, FARMINGTON, CONNECTICUT 06032.

15. Resale of Products. Customer hereby certifies that it is purchasing Products from Moore for its own use and will not resell or redistribute Products. A breach of this Section 15 will be deemed a material breach.

16. Return Goods Policy. Subject to applicable law, Moore will process returned goods for Products purchased from Moore, in accordance with its then standard Return Goods Policy. Moore's current Return Goods Policy is as follows:

* **Damaged Goods.** All deliveries should be inspected for shipping damage before accepting delivery. If damage has occurred, Customer should note the extent of the damage on the freight bill and contact Moore immediately. Claims for loss or damage in transit must be entered and prosecuted by Customer. Moore's responsibility for loss or damage of Product to be returned to Moore ceases when the Products are accepted by the carrier. In no event will Moore be held liable for any damages or expenses caused by delay in delivery.

* **Inspection/Returns; Shortages.** Customer will have five (5) days from the date of delivery to inspect the Products and to reject any or all Products which are defective or nonconforming. Products rejected may be promptly returned to Moore at Moore's expense provided however, such Products are returned no later than forty-five (45) days from invoice date. Credit will be given for incorrectly shipped, damaged, or defective products. In no event will Moore consider claims for damage or errors in shipment unless notice of such claims are transmitted to Moore within five (5) days after receipt of the allegedly damaged goods together with documentation substantiating the claim and unless made with the freight carrier in accordance with such carrier's policies and procedures. All return freight charges for Products that are deemed to be not defective or nonconforming are the responsibility of Customer. All Product shortages must be reported to Moore's Customer Relations department at 1-800-234-1464, within five (5) days of invoice date. The following Products have return restrictions or are not returnable and Customer should contact Moore's Customer Relations for further information:

- All pharmaceutical Product returns must be requested by Customer and approved by Moore's Customer Service Department within seven (7) days of date of invoice and such pharmaceutical Product must be returned to Moore within fifteen (15) days of such request and accompanied by a signed Prescription Drug Return Form.
- All over-the-counter and prescription medications that do not meet date requirements must be reported within five (5) days of receipt and will then be verified through warehouse for stocked merchandise dating.
- Controlled Substances
- Diagnostic Test Kits
- Discontinued Products
- Drop Shipped or Special Order Products shipped from Supplier
- Expired Products
- Hazardous/ORM Materials - call for details
- Items Shipped on Ice or Dry Ice
- Opened or Defaced Products
- Used Instruments
- Oxygen Tanks

* **Exclusive Remedy.** As Customer's exclusive remedy for any defect or nonconformity in the Product (referred to hereinafter as "Affected Products"), Moore will, in its sole discretion, either: (i) replace the Affected Product containing such defect or nonconformity; (ii) refund the price paid by Customer for the Affected Products; or (iii) credit Customer's accounts for the amount paid by Customer for the Affected Product. In furtherance of such undertaking, if Customer reasonably believes that any Product contains a defect or nonconformity for which Moore is responsible, Customer will inform Moore of the nature of such defect or nonconformity in reasonable detail and will request authorization from Moore to return the Affected Products to Moore or Moore's source for repair or replacement. All Products so returned will be shipped as so authorized, postage prepaid to Moore's facility or such other source specified by Moore.

17. Time for Bringing Action. Any action of any kind arising out of or in any way connected with this Agreement, other than collection of outstanding payment obligations, must be commenced within one (1) year upon which the cause of action accrued.

18. Warranty. EXCEPT FOR MOORE BRAND PRODUCTS, MOORE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. CUSTOMER WILL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICES (IF OTHER THAN MOORE) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF MOORE HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS, NOT SET FORTH IN THIS AGREEMENT.

CUSTOMER WILL NOT HOLD MOORE LIABLE FOR ANY DEFECT IN PRODUCTS OR SERVICES, REGARDLESS OF KIND. CUSTOMER AGREES TO ITS SOLELY WITH MANUFACTURER OF THE PRODUCTS OR PROVIDER OF SERVICES (IF OTHER THAN MOORE) ANY CLAIM OR LAWSUIT ALLEGING LOSS, INJURY, DAMAGE, OR OTHER ARISING OUT OF OR CAUSED BY THE USE, SALE, DISTRIBUTION, OR POSSESSION OF PRODUCTS OR SERVICES.

WITH RESPECT TO MOORE BRAND PRODUCTS, MOORE WARRANTS, SOLELY FOR THE BENEFIT OF CUSTOMER FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF PURCHASE BY CUSTOMER, THAT SUCH MOORE-LABELED PRODUCTS WILL BE FREE IN MATERIAL RESPECTS FROM DEFECTS IN MATERIALS AND WORKMANSHIP ("MOORE BRAND WARRANTY"). MOORE'S OBLIGATION UNDER THIS MOORE BRAND WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF, OR REFUND FOR THE AFFECTED PRODUCT AT MOORE'S OPTION. MOORE WILL HAVE THE SOLE RIGHT TO SPECIFY THE MANNER IN WHICH, AND THE PERSON BY WHOM, REPAIR OF A MOORE BRAND PRODUCT IS TO BE CARRIED OUT. THIS MOORE BRAND WARRANTY IS SUBJECT TO THE FOLLOWING PROVISIONS:

A. THE DEFECTIVE MOORE BRAND PRODUCT MUST BE RETURNED FREIGHT PREPAID TO MOORE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND WILL, IN THE EVENT OF REPLACEMENT, BECOME THE PROPERTY OF MOORE.

B. THIS MOORE BRAND WARRANTY DOES NOT INCLUDE THE COSTS OF REMOVAL OF THE DEFECTIVE MOORE BRAND PRODUCT.

C. THIS MOORE BRAND WARRANTY IS EXPRESSLY CONTINGENT (AND WILL OTHERWISE BE VOID) UPON USE OF THE MOORE BRAND PRODUCTS STRICTLY IN ACCORDANCE WITH ANY DIRECTIONS AND INFORMATION ACCOMPANYING SUCH MOORE BRAND PRODUCTS AND WITHOUT MISUSE, DAMAGE, ALTERATION, OR MODIFICATION THEREOF, OR IF CUSTOMER RESELLS THE MOORE BRAND PRODUCT.

D. THE MOORE BRAND WARRANTY IS GIVEN BY MOORE SOLELY WITH RESPECT TO MOORE BRAND PRODUCTS.

These terms and conditions are subject to change without prior notice. Moore is not responsible for typographical errors.