

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1087607
Vendor Name: McKesson General Medical Corp.
Invoice Number: 22989817
Invoice Date: 03/13/18
PO Number: P0355954
Check Number: 0238035
Check Amount: \$ 1,489.21
Check Date: 08/15/2018
Department ID: 00125
Reviewer Name: Jessica Lang
Voucher Number: V0500934
Redaction Type: None
Document Type: AP Invoice

Document Below

From: MMS.Credit@McKesson.com
Sent: Wed Mar 14 07:08:21 CDT 2018
To: invoicing@cod.edu
CC:
Subject: SECURE: McKesson Medical-Surgical Customer Invoice(s)

This electronic mail message and attachments contain information which may be (a) LEGALLY PRIVILEGED, CONFIDENTIAL AND PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and is (b) intended only for the use of the Addressee(s) named herein. If you are not the Addressee(s), or the person responsible for delivering this message to the Addressee(s), you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please contact us immediately (by reply e-mail) to inform us of the error and take the steps necessary to delete the message completely from your computer system and any related data. Thank you.

[attachment: MMS_00000461_INV0022989817_MMGD001.PDF]

McKESSON

McKesson Medical-Surgical
9954 Mayland Drive Suite 4000
Richmond, VA 23233

Credit Memo

Page 1 of 1

RCHAP6519

Bill To: 120673

COLLEGE OF DU PAGE
ATTN SRC 2132
425 FAWELL(FORMERLY 22ND ST)
GLEN ELLYN IL 60137

Shipped From:

McKESSON MEDICAL-SURGICAL INC(GLENDALE
H
CHICAGO #027
140 EXCHANGE BOULEVARD
GLENDALE HEIGHTS,IL 60139

District License 004.000996

Shipped To: 126977

COLLEGE OF DU PAGE
425 FAWELL(FORMERLY 22ND ST)
GLEN ELLYN IL 60137

Payment / Account Balance Inquires 1-800-845-3870
Phone:

Customer Service Phone: 1-800-877-1919

Sales Order Number	2811912	Credit Number	22989817
Sales Order Date	02/16/2018	Credit Date	03/13/2018
PO Number	338334	Original Invoice Number	23566198
Sales Rep Name	WATT, RONALD T	Credit Amount	(\$1,958.40)

APPROVED

Notes: See back for Terms and Conditions.

Please contact us regarding electronic payment options at

MMS.Treasury@McKesson.com

03/15/18 - MUHAMMAD CHAUDHRY

Item Number	Vendor / Vendor Cat #	Description	Ordered	Unit	Shipped	Unit Price	Amount	Sales Tax
196750	Vendor: HEMCUE Vend Cat#: HP8H-10	TUBE, MICRO-HEMATOCRIT (100/VL PO LN 27	-12	CT	-12	163.20	-1958.40	.00
	SHIPPED: 03/13/2018	Chicago						
		RESTOCKING CHARGE PO LN 29	1	EA	1	.00	.00	.00

SALES TAX

SUB TOTAL	HANDLING	COLD CHAIN	HAZMAT	BULK	STD/EXP FREIGHT	TOTAL FREIGHT	TOTAL TAX	TOTAL AMOUNT
(\$1,958.40)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,958.40)

The 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 services that may not be reimbursable under the Medicare/Medicaid statutes. You can receive an itemized list of any fees included in the prices upon request.

PRICING IS CONFIDENTIAL AND PROPRIETARY.

Credit Memo

RCHAP6519

McKESSON

McKesson Medical-Surgical
9954 Mayland Drive Suite 4000
Richmond, VA 23233

Account Number	120673	Date	03/13/2018
Document Number	22989817	Cycle Statement for 12th	
Terms			
			(\$1,958.40)

COLLEGE OF DU PAGE

ATTN SRC 2132

425 FAWELL(FORMERLY 22ND ST)

GLEN ELLYN IL 60137

Please contact us regarding electronic payment options at MMS.Treasury@McKesson.com.

Invoice Ref: To

CREDIT MEMORANDUM

DO NOT PAY

INVOICE REVIEWED
OKAY TO PAY
JESSICA LANG 03/15/18

TERMS OF SALE

The terms and conditions of this invoice apply to all ("Products") and/or services ("Services") purchased by Buyer from Seller. These Terms of Sale supersede the terms and conditions of any written agreement between the parties, unless such written agreement is executed by an authorized representative of Seller, any Buyer purchase order or other document, or any oral agreement between the parties. In the event of any conflict or inconsistency between these Terms of Sale and a separate document signed by both parties, the terms of the separate document signed by both parties shall control. No provision in either party's purchase order or in any other business form employed by either party, excluding a separate document signed by both parties, will supersede these Terms of Sale. No prior course of dealing or usage of trade shall affect this invoice or be admissible to explain, modify, or contradict this invoice and the agreement arising therefrom (collectively "Agreement"). For purposes of this Agreement, the term "Supplier" means a manufacturer, vendor, or other supplier of a Product that is purchased by Seller for distribution.

1 Credit and Payment. All payments for Products and/or Services must be received by Seller Net within thirty (30) days from the date of invoice, unless otherwise agreed to by the parties. Any invoiced amount remaining unpaid after thirty (30) days shall be "past due." Past due balances are subject to an interest charge of one and one-half percent (1 1/2%) per month. Any interest charged and collected in excess of applicable state law shall be returned. If Buyer fails to pay any or all of the invoiced amount when due or if Buyer's credit or financial status erodes or otherwise renders Seller insecure, Seller may, in its sole discretion, without further notice immediately: (i) suspend Seller's performance or cancel all or any part of an order hereunder, (ii) change any payment term to a payment terms determined by Seller (including imposing the requirement of cash payment upon delivery); (iii) pay any incentives, rebates, fees, or other discount arrangements net of any amounts due hereunder, and any unauthorized deductions and service charges and terminate and/or declare Buyer ineligible for any incentives, rebates, fees, or other discount arrangements; (iv) declare immediately due and payable all other amounts invoiced by Seller to Buyer regardless of when such payments would otherwise be due from Buyer, and/or (v) increase the prices for Products and/or Services. Any discrepancy between any order placed by Buyer and Seller's corresponding shipment(s) must be reported to Seller for resolution within ten (10) days of Seller's invoice date, except for price or payment discrepancies or any claims for reimbursement, which must be reported to Seller for resolution within thirty (30) days of Seller's invoice date. Seller shall have no obligation to resolve and Buyer shall hold Seller harmless and waives any rights to any discrepancy or to issue any credit or refund, or to replace any goods if claim therefore is not made within said applicable ten (10) or thirty (30) day period. All requests for proof of delivery for reasons other than shipment, price or payment disputes must be made within sixty (60) days of Seller's invoice date. If the payment term due date falls on a weekend day or holiday, payment is due and payable on the succeeding business day.

2 Chargebacks. In consideration of Seller allowing Buyer to purchase Products at discounted prices, Buyer agrees that seller will be paid the difference between Seller's acquisition cost and the discounted price of the Product from the applicable Supplier ("Chargeback(s)"). In the event Seller is denied any Chargeback from a Supplier as a result of buyer providing incomplete, inaccurate, or incorrect information to Seller or Supplier, Buyer will be liable to Seller for such Chargeback amount.

3 Reporting and Disclosure Obligations. THE PRICES ON THIS INVOICE MAY BE SUBJECT TO REBATES, CREDITS AND OTHER PRICE ADJUSTMENTS. BUYER IS OBLIGATED TO PROPERLY DISCLOSE AND APPROPRIATELY REFLECT ALL DISCOUNTS, INCLUDING REBATES, IN CLAIMS AND COSTS SUBMITTED TO FEDERAL AND STATE GOVERNMENT HEALTH CARE PROGRAMS (INCLUDING MEDICARE AND MEDICAID), AND TO PROVIDE THIS INVOICE AND OTHER DISCOUNT DOCUMENTATION TO GOVERNMENT AUTHORITIES ON REQUEST, IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING 42 USC 1320A-7B(B) AND THE DISCOUNT SAFE HARBOR.

4 Shipment, Risk of Loss and Title. Shipment of Products per routine order to Buyer and subsequent back orders related to the original shipment shall be shipped FOB Destination, except for drop shipments which shall be shipped in accordance with Supplier's shipping policies. The cost of shipment, if any, has been paid by Seller and added to this invoice. Emergency orders, rush orders, orders for Products not regularly stocked by Seller's local servicing distribution center, Products shipped from Supplier, and orders not regularly scheduled are subject to an added shipping and handling charge determined by Seller and disclosed to Buyer prior to or at the time of order. Seller shall have the right to ship the Products at all times via its own vehicle or a carrier selected by Seller.

5 Minimum Order Requirement. Minimum orders may be subject to Seller's minimum order requirement in effect and quoted at the time of order. For orders less than such minimum order requirement or orders placed via telephone or facsimile, Seller may add to the invoice a handling charge determined by Seller and disclosed to Buyer prior to or at the time of order.

6 Product Recommendations. Seller may make available to Buyer certain recommendations concerning products that are comparable, functionally equivalent, clinically equivalent, or equivalent to other products used or identified by Buyer ("Equivalency Recommendations").

Buyer agrees and stipulates that in making any Equivalency Recommendation, Seller is relying solely on the independent skill, knowledge and judgment of its suppliers or others in the industry and is not independently providing medical product information upon which Buyer can rely in order to make its product selection decision. Buyer agrees and stipulates that in making product decisions Buyer is relying on its independent professional judgment. Buyer hereby agrees to waive, release, indemnify and hold Seller and its affiliates harmless from any claim arising from an Equivalency Recommendation. Buyer agrees and stipulates that it is a sophisticated user of medical products and it agrees and stipulates that it is a learned intermediary between Seller and the end user/patient.

THESE EQUIVALENCY RECOMMENDATIONS MAY BE MADE VERBALLY, IN WRITING OR VIA A DATABASE. THE EQUIVALENCY RECOMMENDATIONS ARE RECOMMENDATIONS ONLY AND ARE NOT REPRESENTATIONS OR WARRANTIES CONCERNING ANY PRODUCT PERFORMANCE OR EQUIVALENCY AND ANY SUCH REPRESENTATIONS OF WARRANTY ARE HEREBY DISCLAIMED. THESE EQUIVALENCY RECOMMENDATIONS ARE BASED UPON MATERIALS SUPPLIED BY THE BUYER'S SUPPLIER AND OTHER INDUSTRY-AVAILABLE INFORMATION.

7 Data. Buyer acknowledges that Seller will provide information and reports to group purchasing organizations, Suppliers, and other third parties relating to Buyer's purchases from Seller. Buyer hereby waives any rights of confidentiality with respect to such information to the extent necessary to allow Seller to provide such information to group purchasing organizations, Suppliers, and other third parties.

8 Resale of Products. Buyer hereby certifies that it is purchasing Products from Seller for its own use. Products are not for resale. Buyer shall purchase Products from Seller for its own use and shall not resell or redistribute Products.

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

All requests for return of Products must have a return authorization number issued by Seller customer service department.

All returned Products must be: (i) returnable to Supplier; (ii) in the original unopened packaging; and (iii) in resalable condition, unless such Products are not in original unopened packaging or resalable condition due to the fault of Seller.

Products that are: (a) special order Products; (b) custom Products; or (c) Products not available for general or unrestricted distribution are not returnable.

The amount of credit on any given return, as described below, will be issued no later than thirty (30) days after the receipt of the merchandise and necessary documentation and the examination and inspection of such return at the local Seller distribution center.

Products shipped in error by Seller and nonconforming Products – FULL CREDIT – if returned within thirty (30) days of date of invoice.

Products shipped that are damaged or do not meet Seller standard quality – FULL CREDIT – if returned within thirty (30) days of date of invoice.

Locally stocked Products returned within thirty (30) days of date of invoice – FULL CREDIT.

Locally stocked Products returned after thirty (30) days of date of invoice – 15% RESTOCKING CHARGE.

Non-locally stocked Products that are returned within thirty (30) days of date of invoice - 15% RESTOCKING CHARGE (plus any additional costs incurred in returning such Products to Supplier).

Notwithstanding anything above to the contrary, Buyer shall receive FULL CREDIT on any Products returned as the result of a recall or defective condition.

10 Excusable Delays. If a party is unable, wholly or in part, by reason of an act of God or any other reason beyond the reasonable control of the party, including unavailability of Products, to carry out its obligations hereunder (other than the obligation to make money payments), that party shall give the other party written notice thereof with reasonable particulars concerning it. During the period of delay, the obligations of all parties hereunder (other than the obligation to make money payments), shall be suspended. The affected party shall use reasonable due diligence to continue performance as quickly as possible.

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.

11 Taxes; Enforcement Costs. All amounts payable to Seller under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Buyer will promptly pay, and indemnify Seller against, all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Seller's net income.

In the event it becomes necessary for either party to take action to collect any sums due or enforce any other provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of collection, including without limitation, reasonable attorney's fees and court costs.

12 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.

13 Non-Disposable Products. Non-disposable Products, such as furniture and equipment, sold by Seller may be refurbished or reconditioned.

14 Disclaimer. SELLER 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. BUYER SHALL LOOK TO SUPPLIER OF PRODUCTS AND THE PROVIDER OF SERVICE FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS AGREEMENT.

BUYER SHALL NOT HOLD SELLER LIABLE FOR ANY DEFECT IN PRODUCTS OR SERVICES, REGARDLESS OF KIND. BUYER AGREES TO FILE SOLELY WITH SUPPLIER OF THE PRODUCTS OR THE PROVIDER OF SERVICE 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.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF PRODUCTS OR THE PROVISION OF SERVICES, AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

15 Assignment. Buyer shall not assign or transfer any interest under any order accepted by Seller or delegate any obligation hereunder without the prior written consent of Seller.

16 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the commonwealth of Virginia, without any construction or interpretation against Buyer or Seller. Buyer and Seller irrevocably consent to the exclusive jurisdiction of the state courts of Henrico County, Virginia and the federal courts situated in Richmond, Virginia, in connection with any action to enforce the provisions of this Agreement, to recover any damages or to obtain any other relief with respect to any matter connected with or arising from this Agreement or the transactions contemplated therein, including without limitation, breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1087607

Vendor Name: McKesson General Medical Corp.

Invoice Number: 33050124

Invoice Date: 08/07/18

PO Number: P0359588

Check Number: 0238035

Check Amount: \$ 1,489.21

Check Date: 08/15/2018

Department ID: 00277

Reviewer Name:

Voucher Number: V0522861

Redaction Type: None

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

Document Below

McKESSON

McKesson Medical-Surgical
9954 Mayland Drive Suite 4000
Richmond, VA 23233

Bill To: 120673

COLLEGE OF DU PAGE
ATTN SRC 2132
425 FAWELL(FORMERLY 22ND ST)
GLEN ELLYN IL 60137

Invoice
Page 1 of 1

RCHAP6519

Shipped From:
MCKESSON MEDICAL-SURGICAL (ROGERS)
ROGERS #21
12999 WILFRED LANE STE #100
ROGERS,MN 55374

District License 004.004068
Shipped To: 126977
COLLEGE OF DU PAGE
425 FAWELL(FORMERLY 22ND ST)
GLEN ELLYN IL 60137

3 WAY MATCH

Payment / Account Balance Inquires 1-800-845-3870
Phone:

Customer Service Phone: 1-800-877-1919

Sales Order Number	13597181	Invoice Number	33050124
Sales Order Date	08/07/2018	Invoice Date	08/07/2018
PO Number	359588	Payment Due Date	09/02/2018
Sales Rep Name	WATT, RONALD T	Invoice Amount	\$703.00

Notes: See back for Terms and Conditions.
Please contact us regarding electronic payment options at
MMS.Treasury@McKesson.com

Invoice Detail

Item Number	Vendor / Vendor Cat #	Description	Ordered	Unit	Shipped	Unit Price	Amount	Sales Tax
218918	Vendor: HALYAR Vend Cat#: 95221	GOWN, SURG REINF ULTRA BLU XLG PO LN 1	5	CS	5	140.60	703.00	.00
	1ZY8E8030313873655	1ZY8E8030313873673				1ZY8E8030313873986		
	SHIPPED: 08/07/2018	Rogers				PRIVATE FLEET - IL - NORTHEAST		

SALES TAX

STATE	COUNTY	CITY	DISTRICT	OTHER	SUB TOTAL	HANDLING	COLD CHAIN	HAZMAT	BULK	STD/EXP FREIGHT	TOTAL FREIGHT	TOTAL TAX	TOTAL AMOUNT
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$703.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$703.00

The 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 services that may not be reimbursable under the Medicare/Medicaid statutes. You can receive an itemized list of any fees included in the prices upon request.

PRICING IS CONFIDENTIAL AND PROPRIETARY.

Invoice

RCHAP6519

McKESSON

McKesson Medical-Surgical
9954 Mayland Drive Suite 4000
Richmond, VA 23233

COLLEGE OF DU PAGE
ATTN SRC 2132
425 FAWELL(FORMERLY 22ND ST)
GLEN ELLYN IL 60137

Account Number	120673	Date	08/07/2018
Document Number	33050124	Terms	Cycle Statement for 12th
Pay This Amount Before	09/02/2018		\$703.00

Please contact us regarding electronic payment options at MMS.Treasury@McKesson.com.

Please Remit To:
MCKESSON MEDICAL SURGICAL
PO BOX 634404
CINCINNATI OH 45263-4404

TERMS OF SALE

These terms of sale ("Terms of Sale") shall apply to all products ("Products") and/or services ("Services") purchased by the customer named on this invoice ("Customer") from the seller named on this invoice ("Seller"), unless Customer has executed a product supply agreement with Seller or Customer is participating in a group purchasing program for which Seller has executed a group purchasing agreement with the applicable GPO, in which case the documents will control in the following order: the agreement between Customer and Seller, the applicable group purchasing agreement, and then these Terms of Sale. These Terms of Sale may not be modified, supplemented or extended except by a writing signed by both parties. No provision in either party's purchase order or in any other business form employed by either party, excluding a separate document signed by both parties, will supersede these Terms of Sale. No prior course of dealing or usage of trade shall affect this invoice or the Terms of Sale or be admissible to explain, modify, or contradict this invoice or the Terms of Sale and the agreement arising therefrom (collectively "Agreement"). For purposes of this Agreement, the term "Supplier" means a manufacturer, vendor, or other supplier of a Product that is purchased by Seller for distribution.

1. General Terms of Sale.

1.1. **Standard Credit and Payment Terms.** All payments for Products and/or Services must be received by Seller Net within thirty (30) days from the date of invoice. Any invoiced amount remaining unpaid after the due date will be "Past Due." Past Due balances are subject to an interest charge of one and one-half percent (1.5%) per month. Any interest charged and collected in excess of applicable state law will be returned. If a Customer's facility fails to pay any or all of the invoiced amount when due or if a facility's credit or financial status erodes or otherwise renders Seller insecure, Seller may, in its sole discretion: (i) immediately suspend Seller's performance or cancel all or any part of an order hereunder, (ii) change any payment term to a payment term determined by Seller (including imposing the requirement of cash payment upon delivery); (iii) pay any incentives, rebates, fees, or other discount arrangements net of any amounts due hereunder, and any unauthorized deductions and service charges and terminate and/or declare Customer and the facility ineligible for any incentives, rebates, fees, or other discount arrangements; (iv) declare immediately due and payable all other amounts invoiced by Seller to the facility regardless of when such payments would otherwise be due from the facility, and/or (v) increase the prices for Products and/or services. If any of the specified payment term Due Dates fall on a weekend day or holiday, payment is due and payable on the succeeding business day. Customer agrees to render payment in full to Seller on the applicable due date without making any deductions or adjustments to such payment obligation; or seeking to condition such remittance on any demand for or receipt of proofs of delivery. In the event Customer files or is involved in any bankruptcy, insolvency or similar case or proceeding, Seller shall apply any amounts owed by Seller to the Customer, first to any pre-bankruptcy, non 11 U.S.C. § 503(b)(9) claims, and then to the 11 U.S.C. § 503(b)(9) claims. Seller may set off any amount owing at any time from Customer (and with respect to any Customer account) to Seller (including its subsidiaries and affiliates) against any amount payable at any time by Seller to Customer, whether arising under this agreement or otherwise. If requested by Seller, Customer will promptly substantiate in writing, the current state of its financial condition with audited financial statements and any other supporting information required by Seller. Customer hereby unconditionally guarantees the performance of all obligations of any of its Facilities under this Agreement, including the prompt payment of the purchase price and any applicable interest and other charges for all Products shipped to the Facilities, and agrees to pay any outstanding past due amounts to Seller immediately upon demand by Seller. Customer agrees to pay all reasonable attorney fees and expenses or cost incurred by Seller in enforcing its rights to collect amounts due from Customer.

1.2. **Taxes.** All amounts payable under this Agreement are exclusive of sales, use, value-added, gross receipts, and other transaction taxes ("Transaction Taxes"). Customer will promptly pay and indemnify Seller against all such Transaction Taxes legally imposed upon and payable by Customer unless Customer provides Seller satisfactory evidence of a valid tax exemption within applicable statutory requirements. Seller shall be fully responsible for and not entitled to any reimbursement for any taxes imposed upon Seller's net income, unemployment insurance or social insurance or pensions, maintained pursuant to any laws, ordinances, codes or regulations.

1.3. **Discrepancies.** Seller will have no obligation to resolve and Customer will hold Seller harmless and waives any rights to any discrepancy or to issue any credit or refund, or to replace any goods if such claim is not made within the applicable period below. All requests for proof of delivery must be made within sixty (60) days of Seller's invoice date. Any discrepancy between any order placed under this Agreement by Customer and Seller's corresponding shipment(s) must be reported to Seller for resolution within ten (10) days of Seller's invoice date. Any price or payment discrepancies or any claims for reimbursement must be reported to Seller for resolution before the applicable invoice is due.

1.4. **Non-Disposable Products.** Non-disposable products, such as furniture and equipment, sold by Seller may be refurbished or reconditioned.

1.5. **Freight Charges.** Shipping and handling charges, if any, for standard deliveries will be mutually agreed upon by separate agreement or by disclosure at the time of ordering. Shipping and handling charges may be added to the shipping invoice for deliveries outside the contiguous forty-eight (48) states, additional deliveries, emergency orders, rush orders, orders for Products not regularly stocked by Seller's local servicing distribution center, cold chain orders, hazmat orders, bulk freight, and Products dropped shipped from the supplier. For orders less than Seller's minimum order requirement, Seller may add to the invoice a handling charge determined by Seller and disclosed to Customer prior to or at the time of order. A fuel surcharge, if applicable, may be added to the invoice. Detailed information on the fuel surcharge can be obtained by request. Seller has the right to ship Products at all times via its own vehicle or a carrier selected by Seller.

1.6. **Title and Risk of Loss.** Title and risk of loss for the Products will pass at the time the Products reach their designated destination for both outbound shipments and returns, except that drop shipments directly from a Supplier will be shipped in accordance with the Supplier's shipping policies. Ownership transfer for purposes of third-party logistics provider services occurs at the time the Product leaves Seller's distribution center.

1.7. **Third-Party Logistics Provider Services.** If Seller is providing third-party logistics provider services to Customer, Customer represents and warrants that (i) it has all required permits, licenses and prescriptions necessary to dispense Products to its patients, including, without limitation, all required licenses to dispense devices into the states in which Customer dispenses Products and (ii) it has verified that all recipients of devices are appropriately registered or otherwise authorized to receive delivery of the Products.

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

- § All requests for return of Products must have a return authorization number issued by Seller's customer service department or Seller's automated Customer Service Platform (e.g., SupplyManager™).
- § All returned Products must be in the original unopened packaging and in resalable condition, unless due to the fault of Seller.
- § Products cannot be returned if they are: (i) special order Products; (ii) custom Products; (iii) identified as non-returnable in SupplyManager; or (iv) Products not available for general or unrestricted distribution.
- § The following credit, if applicable, for returnable Products will be issued no later than thirty (30) days after the receipt of the Product and necessary documentation, and the examination and inspection of such return at the local Seller distribution center.
 - Products returned within thirty (30) days of date of invoice that are (i) shipped in error by Seller, (ii) damaged during shipping by Seller, (iii) nonconforming, or (iv) do not meet Seller's standard quality FULL CREDIT.
 - Locally stocked Products returned within thirty (30) days of date of invoice FULL CREDIT.
 - Locally stocked Products returned after thirty (30) but no more than ninety (90) days of date of invoice FULL CREDIT LESS A 15% RESTOCKING CHARGE.
 - Non-locally stocked Products that are returned within thirty (30) days of date of invoice - FULL CREDIT LESS A 20% RESTOCKING CHARGE (plus any additional costs incurred in returning such Products to Supplier such as Supplier restocking fees paid by Seller).
 - Non-locally stocked products that are not returnable to the Supplier NO CREDIT WILL BE ISSUED
- § Notwithstanding anything above to the contrary, Customer shall receive FULL CREDIT on any Products returned as the result of a recall or defective condition.

2. **Chargebacks.** In consideration of Seller allowing a Customer facility to purchase Products at discounted prices, Customer agrees that Seller will be paid the difference between Seller's acquisition cost and the discounted price of the Product from the applicable Supplier ("Chargeback(s)"). In the event Seller is denied any Chargeback from a Supplier as a result of a facility providing incomplete, inaccurate, or incorrect information to Seller or Supplier or the facility is otherwise ineligible for the Chargeback, Customer will be liable to Seller for such Chargeback amount. In the event Supplier: (i) makes an assignment for the benefit of creditors; files a petition in bankruptcy, is adjudicated insolvent or bankrupt; or if a receiver or trustee is appointed with respect to a substantial part of Supplier's property or a proceeding is commenced against it which will substantially impair its ability to pay on Chargebacks; or (ii) otherwise defaults in the payment of Chargebacks to Seller, Customer will be invoiced and become liable for the unpaid Chargebacks allocable to its purchases from Supplier.

3. **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.

4. **Product Recommendations.** Seller may make available to Customer certain recommendations concerning products that are comparable, functionally equivalent, clinically equivalent, or equivalent to other products used or identified by Customer ("Equivalency Recommendations"). Customer agrees and stipulates that, in making any Equivalency Recommendation, Seller is relying solely on the independent skill, knowledge and judgment of its suppliers or others in the industry and is not independently providing medical product information upon which Customer can rely in order to make its product selection decision. Customer agrees and stipulates that in making product decisions Customer is relying on its independent professional judgment. Customer hereby agrees to waive, release, indemnify and hold Seller and its affiliates harmless from any claim arising from an Equivalency Recommendation. Customer agrees and stipulates that it is

a sophisticated user of medical products and it agrees and stipulates that it is a learned intermediary between Seller and the end user/patient. THESE EQUIVALENCY RECOMMENDATIONS MAY BE MADE VERBALLY, IN WRITING OR VIA A DATABASE. THE EQUIVALENCY RECOMMENDATIONS ARE RECOMMENDATIONS ONLY AND ARE NOT REPRESENTATIONS OR WARRANTIES CONCERNING ANY PRODUCT PERFORMANCE OR EQUIVALENCY AND ANY SUCH REPRESENTATIONS OR WARRANTIES ARE HEREBY DISCLAIMED. THESE EQUIVALENCY RECOMMENDATIONS ARE BASED UPON MATERIALS SUPPLIED BY SELLER'S SUPPLIER AND OTHER INDUSTRY AVAILABLE INFORMATION. The Switch & Save program is an automated tool that shows Customer's savings available by switching from products in a Customer's current purchasing history to alternative products from the Customer's current purchasing history. Alternative products are not necessarily the lowest priced items available.

5. **DISCLAIMER.** SELLER 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 SELLER) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS AGREEMENT. CUSTOMER SHALL NOT HOLD SELLER 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 SELLER) 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.

6. **LIMITATION OF LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPPING OF PRODUCTS, AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR THE PROVISION OF SERVICES. THIS PROVISION WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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

8. **No Conflict or Interference.** Customer represents and warrants that execution and performance of this Agreement does not and will not conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or require any consent under any agreement between Customer and any other party or interfere with any existing or prospective contractual obligation or other commitment or arrangement of any kind between Customer or any of its affiliates and any other entity. Customer shall promptly advise Seller in writing of any such existing or prospective contractual obligation or other commitment or arrangement of any kind or character. Customer shall defend, indemnify and hold Seller harmless for any breach of the foregoing representation and warranty.

9. **Confidential Information.** Pricing and terms of this Agreement are confidential information of Seller and shall not be disclosed without consent from Seller. Seller may provide purchase data to its affiliates, vendors, designated group purchasing organizations, and other third parties.

10. **REPORTING AND DISCLOSURE OBLIGATIONS. THE PRICES ON THIS INVOICE MAY BE SUBJECT TO REBATES, CREDITS AND OTHER PRICE ADJUSTMENTS. CUSTOMER IS OBLIGATED TO PROPERLY DISCLOSE AND APPROPRIATELY REFLECT ALL DISCOUNTS, INCLUDING REBATES, IN CLAIMS AND COSTS SUBMITTED TO FEDERAL AND STATE GOVERNMENT HEALTH CARE PROGRAMS (INCLUDING MEDICARE AND MEDICAID), AND TO PROVIDE THIS INVOICE AND OTHER DISCOUNT DOCUMENTATION TO GOVERNMENT AUTHORITIES ON REQUEST, IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING 42 USC 1320A-7B(B) AND THE DISCOUNT SAFE HARBOR. IN ADDITION, THE PURCHASE OF PRODUCTS HEREUNDER MAY QUALIFY CUSTOMER FOR DISCOUNTS ON CERTAIN PURCHASES MADE UNDER A DISTRIBUTION AGREEMENT BETWEEN CUSTOMER AND MCKESSON CORPORATION.**

11. **Controlled Substances and Other Regulations.** If performance of this Agreement would cause Seller to be noncompliant with or in jeopardy of being noncompliant with any federal, state or local law, rule, regulation or ordinance or any governmental requirement, guideline or pronouncement involving either controlled pharmaceutical drugs ("Controlled Substances") or any other controlled products or activities, including but not limited to the Drug Enforcement Administration's regulatory requirements for verifying its customers and reporting suspicious or excessive orders, Seller may, in its sole and absolute discretion and, notwithstanding anything in this Agreement to the contrary, without any penalty or liability, do any of the following: (a) limit or deny any order for Controlled Substances or other regulated products as warranted by any established diversion monitoring program of Seller and (b) immediately terminate this Agreement, in whole or in part, without liability if: (i) continued performance of any part of this agreement would violate any federal, state or local law, rule or regulation, or put Seller in jeopardy of violating any federal, state or local law, rule or regulation regarding either Controlled Substances or any other regulated products or activities; or (ii) Seller receives a complaint, notice, warning letter or other communication from a governmental agency alleging noncompliance with any laws, rules or regulations in relation to Seller's distribution of any Products (including without limitation Controlled Substances) under this Agreement or to Seller's actions or omissions with respect to either Controlled Substances or any other regulated products or activities.

12. **Compliance with Laws.** Customer represents and warrants that it will fully comply with all Federal, state and local laws and regulations relating to its obligations under this Agreement or otherwise applicable to the purchase, handling, sale, distribution or dispensing of and the reimbursement for the Products and represents and warrants that: (i) pharmaceutical Products are being purchased for dispensing or administration to patients pursuant to a legitimate prescription; and (ii) any subsequent resale will be in compliance with applicable law and to a licensed healthcare provider for its dispensing or administration to patients pursuant to a legitimate prescription. Customer will defend, indemnify and hold Seller harmless from any and all liability arising out of or due to non-adherence with such legal or regulatory requirements or the foregoing representation and warranty. This provision will survive termination or expiration of this Agreement.

13. **Own Use.** All purchases under this Agreement by Customer will be for Customer's "own use" as that term is defined in judicial or legislative interpretation, and Customer will comply with applicable manufacturers' pricing criteria and policies. Customer shall not intentionally or knowingly participate in any Diversion of Products. "Diversion" shall mean: (i) any sale of Products purchased hereunder outside the United States by Customer; (ii) any sale or transfer of Products into the market by Customer that are expired or have been withdrawn from the market; (iii) any sale or transfer of Products by Customer to subsidiaries or affiliates of Customer for resale; or (iv) any sale or transfer of Products by Customer to any unauthorized third party for any reason. Customer acknowledges that purchases of Products from Seller may be subject to pricing, distribution, provenance, identification, return and chargeback policies from the manufacturers of such Products and that Customer is required to comply with all such manufacturer's policies.

14. **Relationship of the Parties.** The Parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture between the parties. No party hereto (nor any agent or employee of that party) shall make any representations or warranties or incur any liability on behalf of the other.

15. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

16. **WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT, OR THE TRANSACTION CONTEMPLATED HEREBY.**

From: MMS.Credit@McKesson.com
Sent: Wed Aug 08 07:12:57 CDT 2018
To: invoicing@cod.edu
CC:
Subject: SECURE: McKesson Medical-Surgical Customer Invoice(s)

This electronic mail message and attachments contain information which may be (a) LEGALLY PRIVILEGED, CONFIDENTIAL AND PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and is (b) intended only for the use of the Addressee(s) named herein. If you are not the Addressee(s), or the person responsible for delivering this message to the Addressee(s), you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please contact us immediately (by reply e-mail) to inform us of the error and take the steps necessary to delete the message completely from your computer system and any related data. Thank you.

[attachment: MMS_00000364_INV0033050124_MMGD001.PDF]
[attachment: MMS_00000365_INV0033094823_MMGD001.PDF]

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1087607
Vendor Name: McKesson General Medical Corp.
Invoice Number: 33094823
Invoice Date: 08/07/18
PO Number: P0359588
Check Number: 0238035
Check Amount: \$ 1,489.21
Check Date: 08/15/2018
Department ID: 00277
Reviewer Name:
Voucher Number: V0522862
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

McKESSON

McKesson Medical-Surgical
9954 Mayland Drive Suite 4000
Richmond, VA 23233

Invoice
Page 1 of 2

RCHAP6519

Bill To: 120673

COLLEGE OF DU PAGE
ATTN SRC 2132
425 FAWELL(FORMERLY 22ND ST)
GLEN ELLYN IL 60137

Shipped From:
MCKESSON MEDICAL-SURGICAL INC(GLENDALE
H
CHICAGO #027
140 EXCHANGE BOULEVARD
GLENDALE HEIGHTS,IL 60139

District License 004.000996
Shipped To: 126977
COLLEGE OF DU PAGE
425 FAWELL(FORMERLY 22ND ST)
GLEN ELLYN IL 60137

3 WAY MATCH

Payment / Account Balance Inquires 1-800-845-3870
Phone:

Customer Service Phone: 1-800-877-1919

Sales Order Number	13597181	Invoice Number	33094823
Sales Order Date	08/07/2018	Invoice Date	08/07/2018
PO Number	359588	Payment Due Date	09/02/2018
Sales Rep Name	WATT, RONALD T	Invoice Amount	\$2,744.61

Notes: See back for Terms and Conditions.
Please contact us regarding electronic payment options at
MMS.Treasury@McKesson.com

Invoice Detail

Item Number	Vendor / Vendor Cat #	Description	Ordered	Unit	Shipped	Unit Price	Amount	Sales Tax
1104452	Vendor: MGM183 Vend Cat#: 183-190-8020-S1 027000368164 SHIPPED: 08/07/2018	GOWN, SURG N/WOVEN STR N/REINF PO LN 2 Chicago PRIVATE FLEET - IL - NORTHEAST	15	CS	15	75.63	1134.45	.00
1044739	Vendor: MGM20 Vend Cat#: 20-2575N 027000368164 SHIPPED: 08/07/2018	GLOVE, SURG STR NEOPRENE LF PF PO LN 3 Chicago PRIVATE FLEET - IL - NORTHEAST	1	CS	1	385.71	385.71	.00
1044738	Vendor: MGM20 Vend Cat#: 20-2570N 027000368164 SHIPPED: 08/07/2018	GLOVE, SURG STR NEOPRENE LF PF PO LN 4 Chicago PRIVATE FLEET - IL - NORTHEAST	1	CS	1	385.71	385.71	.00
1044737	Vendor: MGM20 Vend Cat#: 20-2565N 027000368164	GLOVE, SURG STR NEOPRENE LF PF PO LN 5	1	CS	1	385.71	385.71	.00

Invoice

RCHAP6519

McKESSON

McKesson Medical-Surgical
9954 Mayland Drive Suite 4000
Richmond, VA 23233

COLLEGE OF DU PAGE
ATTN SRC 2132
425 FAWELL(FORMERLY 22ND ST)
GLEN ELLYN IL 60137

Account Number	120673	Date	08/07/2018
Document Number	33094823	Cycle Statement for 12th	
Terms			
Pay This Amount Before	09/02/2018	\$2,744.61	

Please contact us regarding electronic payment options at MMS.Treasury@McKesson.com.

Please Remit To:
MCKESSON MEDICAL SURGICAL
PO BOX 634404
CINCINNATI OH 45263-4404



Shipped To:
COLLEGE OF DU PAGE
425 FAWELL(FORMERLY 22ND ST)
GLEN ELLYN IL 60137

Item Number	Vendor / Vendor Cat #	Description	Ordered	Unit	Shipped	Unit Price	Amount	Sales Tax
	SHIPPED: 08/07/2018	Chicago	PRIVATE FLEET - IL - NORTHEAST					
440459	Vendor: 3M Vend Cat#: 9204 027000368164	CLEANER, NAIL ANTISEPTIC (150/ PO LN 6	1	BX	1	11.05	11.05	.00
	SHIPPED: 08/07/2018	Chicago	PRIVATE FLEET - IL - NORTHEAST					
436489	Vendor: BD Vend Cat#: 371073 027000368164	SCRUBBRUSH/SPONGE, 4%CHG (30/B PO LN 7	1	CS	1	440.95	440.95	.00
	SHIPPED: 08/07/2018	Chicago	PRIVATE FLEET - IL - NORTHEAST					
	Vend Cat#:	FUEL SURCHARGE PO LN 8	1	EA	1	1.03	1.03	.00

[illegible]

The 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 services that may not be reimbursable under the Medicare/Medicaid statutes. You can receive an itemized list of any fees included in the prices upon request.

PRICING IS CONFIDENTIAL AND PROPRIETARY

TERMS OF SALE

These terms of sale ("Terms of Sale") shall apply to all products ("Products") and/or services ("Services") purchased by the customer named on this invoice ("Customer") from the seller named on this invoice ("Seller"), unless Customer has executed a product supply agreement with Seller or Customer is participating in a group purchasing program for which Seller has executed a group purchasing agreement with the applicable GPO, in which case the documents will control in the following order: the agreement between Customer and Seller, the applicable group purchasing agreement, and then these Terms of Sale. These Terms of Sale may not be modified, supplemented or extended except by a writing signed by both parties. No provision in either party's purchase order or in any other business form employed by either party, excluding a separate document signed by both parties, will supersede these Terms of Sale. No prior course of dealing or usage of trade shall affect this invoice or the Terms of Sale or be admissible to explain, modify, or contradict this invoice or the Terms of Sale and the agreement arising therefrom (collectively "Agreement"). For purposes of this Agreement, the term "Supplier" means a manufacturer, vendor, or other supplier of a Product that is purchased by Seller for distribution.

1. General Terms of Sale.

1.1. **Standard Credit and Payment Terms.** All payments for Products and/or Services must be received by Seller Net within thirty (30) days from the date of invoice. Any invoiced amount remaining unpaid after the due date will be "Past Due." Past Due balances are subject to an interest charge of one and one-half percent (1.5%) per month. Any interest charged and collected in excess of applicable state law will be returned. If a Customer's facility fails to pay any or all of the invoiced amount when due or if a facility's credit or financial status erodes or otherwise renders Seller insecure, Seller may, in its sole discretion: (i) immediately suspend Seller's performance or cancel all or any part of an order hereunder, (ii) change any payment term to a payment term determined by Seller (including imposing the requirement of cash payment upon delivery); (iii) pay any incentives, rebates, fees, or other discount arrangements net of any amounts due hereunder, and any unauthorized deductions and service charges and terminate and/or declare Customer and the facility ineligible for any incentives, rebates, fees, or other discount arrangements; (iv) declare immediately due and payable all other amounts invoiced by Seller to the facility regardless of when such payments would otherwise be due from the facility, and/or (v) increase the prices for Products and/or services. If any of the specified payment term Due Dates fall on a weekend day or holiday, payment is due and payable on the succeeding business day. Customer agrees to render payment in full to Seller on the applicable due date without making any deductions or adjustments to such payment obligation; or seeking to condition such remittance on any demand for or receipt of proofs of delivery. In the event Customer files or is involved in any bankruptcy, insolvency or similar case or proceeding, Seller shall apply any amounts owed by Seller to the Customer, first to any pre-bankruptcy, non 11 U.S.C. § 503(b)(9) claims, and then to the 11 U.S.C. § 503(b)(9) claims. Seller may set off any amount owing at any time from Customer (and with respect to any Customer account) to Seller (including its subsidiaries and affiliates) against any amount payable at any time by Seller to Customer, whether arising under this agreement or otherwise. If requested by Seller, Customer will promptly substantiate in writing, the current state of its financial condition with audited financial statements and any other supporting information required by Seller. Customer hereby unconditionally guarantees the performance of all obligations of any of its Facilities under this Agreement, including the prompt payment of the purchase price and any applicable interest and other charges for all Products shipped to the Facilities, and agrees to pay any outstanding past due amounts to Seller immediately upon demand by Seller. Customer agrees to pay all reasonable attorney fees and expenses or cost incurred by Seller in enforcing its rights to collect amounts due from Customer.

1.2. **Taxes.** All amounts payable under this Agreement are exclusive of sales, use, value-added, gross receipts, and other transaction taxes ("Transaction Taxes"). Customer will promptly pay and indemnify Seller against all such Transaction Taxes legally imposed upon and payable by Customer unless Customer provides Seller satisfactory evidence of a valid tax exemption within applicable statutory requirements. Seller shall be fully responsible for and not entitled to any reimbursement for any taxes imposed upon Seller's net income, unemployment insurance or social insurance or pensions, maintained pursuant to any laws, ordinances, codes or regulations.

1.3. **Discrepancies.** Seller will have no obligation to resolve and Customer will hold Seller harmless and waives any rights to any discrepancy or to issue any credit or refund, or to replace any goods if such claim is not made within the applicable period below. All requests for proof of delivery must be made within sixty (60) days of Seller's invoice date. Any discrepancy between any order placed under this Agreement by Customer and Seller's corresponding shipment(s) must be reported to Seller for resolution within ten (10) days of Seller's invoice date. Any price or payment discrepancies or any claims for reimbursement must be reported to Seller for resolution before the applicable invoice is due.

1.4. **Non-Disposable Products.** Non-disposable products, such as furniture and equipment, sold by Seller may be refurbished or reconditioned.

1.5. **Freight Charges.** Shipping and handling charges, if any, for standard deliveries will be mutually agreed upon by separate agreement or by disclosure at the time of ordering. Shipping and handling charges may be added to the shipping invoice for deliveries outside the contiguous forty-eight (48) states, additional deliveries, emergency orders, rush orders, orders for Products not regularly stocked by Seller's local servicing distribution center, cold chain orders, hazmat orders, bulk freight, and Products dropped shipped from the supplier. For orders less than Seller's minimum order requirement, Seller may add to the invoice a handling charge determined by Seller and disclosed to Customer prior to or at the time of order. A fuel surcharge, if applicable, may be added to the invoice. Detailed information on the fuel surcharge can be obtained by request. Seller has the right to ship Products at all times via its own vehicle or a carrier selected by Seller.

1.6. **Title and Risk of Loss.** Title and risk of loss for the Products will pass at the time the Products reach their designated destination for both outbound shipments and returns, except that drop shipments directly from a Supplier will be shipped in accordance with the Supplier's shipping policies. Ownership transfer for purposes of third-party logistics provider services occurs at the time the Product leaves Seller's distribution center.

1.7. **Third-Party Logistics Provider Services.** If Seller is providing third-party logistics provider services to Customer, Customer represents and warrants that (i) it has all required permits, licenses and prescriptions necessary to dispense Products to its patients, including, without limitation, all required licenses to dispense devices into the states in which Customer dispenses Products and (ii) it has verified that all recipients of devices are appropriately registered or otherwise authorized to receive delivery of the Products.

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

§ All requests for return of Products must have a return authorization number issued by Seller's customer service department or Seller's automated Customer Service Platform (e.g., SupplyManager™).

§ All returned Products must be in the original unopened packaging and in resalable condition, unless due to the fault of Seller.

§ Products cannot be returned if they are: (i) special order Products; (ii) custom Products; (iii) identified as non-returnable in SupplyManager; or (iv) Products not available for general or unrestricted distribution.

§ The following credit, if applicable, for returnable Products will be issued no later than thirty (30) days after the receipt of the Product and necessary documentation, and the examination and inspection of such return at the local Seller distribution center.

· Products returned within thirty (30) days of date of invoice that are (i) shipped in error by Seller, (ii) damaged during shipping by Seller, (iii) nonconforming, or (iv) do not meet Seller's standard quality FULL CREDIT.

· Locally stocked Products returned within thirty (30) days of date of invoice FULL CREDIT.

· Locally stocked Products returned after thirty (30) but no more than ninety (90) days of date of invoice FULL CREDIT LESS A 15% RESTOCKING CHARGE.

· Non-locally stocked Products that are returned within thirty (30) days of date of invoice - FULL CREDIT LESS A 20% RESTOCKING CHARGE (plus any additional costs incurred in returning such Products to Supplier such as Supplier restocking fees paid by Seller).

· Non-locally stocked products that are not returnable to the Supplier NO CREDIT WILL BE ISSUED

§ Notwithstanding anything above to the contrary, Customer shall receive FULL CREDIT on any Products returned as the result of a recall or defective condition.

2. **Chargebacks.** In consideration of Seller allowing a Customer facility to purchase Products at discounted prices, Customer agrees that Seller will be paid the difference between Seller's acquisition cost and the discounted price of the Product from the applicable Supplier ("Chargeback(s)"). In the event Seller is denied any Chargeback from a Supplier as a result of a facility providing incomplete, inaccurate, or incorrect information to Seller or Supplier or the facility is otherwise ineligible for the Chargeback, Customer will be liable to Seller for such Chargeback amount. In the event Supplier: (i) makes an assignment for the benefit of creditors; files a petition in bankruptcy, is adjudicated insolvent or bankrupt; or if a receiver or trustee is appointed with respect to a substantial part of Supplier's property or a proceeding is commenced against it which will substantially impair its ability to pay on Chargebacks; or (ii) otherwise defaults in the payment of Chargebacks to Seller, Customer will be invoiced and become liable for the unpaid Chargebacks allocable to its purchases from Supplier.

3. **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.

4. **Product Recommendations.** Seller may make available to Customer certain recommendations concerning products that are comparable, functionally equivalent, clinically equivalent, or equivalent to other products used or identified by Customer ("Equivalency Recommendations"). Customer agrees and stipulates that, in making any Equivalency Recommendation, Seller is relying solely on the independent skill, knowledge and judgment of its suppliers or others in the industry and is not independently providing medical product information upon which Customer can rely in order to make its product selection decision. Customer agrees and stipulates that in making product decisions Customer is relying on its independent professional judgment. Customer hereby agrees to waive, release, indemnify and hold Seller and its affiliates harmless from any claim arising from an Equivalency Recommendation. Customer agrees and stipulates that it is

a sophisticated user of medical products and it agrees and stipulates that it is a learned intermediary between Seller and the end user/patient. THESE EQUIVALENCY RECOMMENDATIONS MAY BE MADE VERBALLY, IN WRITING OR VIA A DATABASE. THE EQUIVALENCY RECOMMENDATIONS ARE RECOMMENDATIONS ONLY AND ARE NOT REPRESENTATIONS OR WARRANTIES CONCERNING ANY PRODUCT PERFORMANCE OR EQUIVALENCY AND ANY SUCH REPRESENTATIONS OR WARRANTIES ARE HEREBY DISCLAIMED. THESE EQUIVALENCY RECOMMENDATIONS ARE BASED UPON MATERIALS SUPPLIED BY SELLER'S SUPPLIER AND OTHER INDUSTRY AVAILABLE INFORMATION. The Switch & Save program is an automated tool that shows Customer's savings available by switching from products in a Customer's current purchasing history to alternative products from the Customer's current purchasing history. Alternative products are not necessarily the lowest priced items available.

5. **DISCLAIMER.** SELLER 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 SELLER) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS AGREEMENT. CUSTOMER SHALL NOT HOLD SELLER 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 SELLER) 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.

6. **LIMITATION OF LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPPING OF PRODUCTS, AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR THE PROVISION OF SERVICES. THIS PROVISION WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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

8. **No Conflict or Interference.** Customer represents and warrants that execution and performance of this Agreement does not and will not conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or require any consent under any agreement between Customer and any other party or interfere with any existing or prospective contractual obligation or other commitment or arrangement of any kind between Customer or any of its affiliates and any other entity. Customer shall promptly advise Seller in writing of any such existing or prospective contractual obligation or other commitment or arrangement of any kind or character. Customer shall defend, indemnify and hold Seller harmless for any breach of the foregoing representation and warranty.

9. **Confidential Information.** Pricing and terms of this Agreement are confidential information of Seller and shall not be disclosed without consent from Seller. Seller may provide purchase data to its affiliates, vendors, designated group purchasing organizations, and other third parties.

10. **REPORTING AND DISCLOSURE OBLIGATIONS. THE PRICES ON THIS INVOICE MAY BE SUBJECT TO REBATES, CREDITS AND OTHER PRICE ADJUSTMENTS. CUSTOMER IS OBLIGATED TO PROPERLY DISCLOSE AND APPROPRIATELY REFLECT ALL DISCOUNTS, INCLUDING REBATES, IN CLAIMS AND COSTS SUBMITTED TO FEDERAL AND STATE GOVERNMENT HEALTH CARE PROGRAMS (INCLUDING MEDICARE AND MEDICAID), AND TO PROVIDE THIS INVOICE AND OTHER DISCOUNT DOCUMENTATION TO GOVERNMENT AUTHORITIES ON REQUEST, IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING 42 USC 1320A-7B(B) AND THE DISCOUNT SAFE HARBOR. IN ADDITION, THE PURCHASE OF PRODUCTS HEREUNDER MAY QUALIFY CUSTOMER FOR DISCOUNTS ON CERTAIN PURCHASES MADE UNDER A DISTRIBUTION AGREEMENT BETWEEN CUSTOMER AND MCKESSON CORPORATION.**

11. **Controlled Substances and Other Regulations.** If performance of this Agreement would cause Seller to be noncompliant with or in jeopardy of being noncompliant with any federal, state or local law, rule, regulation or ordinance or any governmental requirement, guideline or pronouncement involving either controlled pharmaceutical drugs ("Controlled Substances") or any other controlled products or activities, including but not limited to the Drug Enforcement Administration's regulatory requirements for verifying its customers and reporting suspicious or excessive orders, Seller may, in its sole and absolute discretion and, notwithstanding anything in this Agreement to the contrary, without any penalty or liability, do any of the following: (a) limit or deny any order for Controlled Substances or other regulated products as warranted by any established diversion monitoring program of Seller and (b) immediately terminate this Agreement, in whole or in part, without liability if: (i) continued performance of any part of this agreement would violate any federal, state or local law, rule or regulation, or put Seller in jeopardy of violating any federal, state or local law, rule or regulation regarding either Controlled Substances or any other regulated products or activities; or (ii) Seller receives a complaint, notice, warning letter or other communication from a governmental agency alleging noncompliance with any laws, rules or regulations in relation to Seller's distribution of any Products (including without limitation Controlled Substances) under this Agreement or to Seller's actions or omissions with respect to either Controlled Substances or any other regulated products or activities.

12. **Compliance with Laws.** Customer represents and warrants that it will fully comply with all Federal, state and local laws and regulations relating to its obligations under this Agreement or otherwise applicable to the purchase, handling, sale, distribution or dispensing of and the reimbursement for the Products and represents and warrants that: (i) pharmaceutical Products are being purchased for dispensing or administration to patients pursuant to a legitimate prescription; and (ii) any subsequent resale will be in compliance with applicable law and to a licensed healthcare provider for its dispensing or administration to patients pursuant to a legitimate prescription. Customer will defend, indemnify and hold Seller harmless from any and all liability arising out of or due to non-adherence with such legal or regulatory requirements or the foregoing representation and warranty. This provision will survive termination or expiration of this Agreement.

13. **Own Use.** All purchases under this Agreement by Customer will be for Customer's "own use" as that term is defined in judicial or legislative interpretation, and Customer will comply with applicable manufacturers' pricing criteria and policies. Customer shall not intentionally or knowingly participate in any Diversion of Products. "Diversion" shall mean: (i) any sale of Products purchased hereunder outside the United States by Customer; (ii) any sale or transfer of Products into the market by Customer that are expired or have been withdrawn from the market; (iii) any sale or transfer of Products by Customer to subsidiaries or affiliates of Customer for resale; or (iv) any sale or transfer of Products by Customer to any unauthorized third party for any reason. Customer acknowledges that purchases of Products from Seller may be subject to pricing, distribution, provenance, identification, return and chargeback policies from the manufacturers of such Products and that Customer is required to comply with all such manufacturer's policies.

14. **Relationship of the Parties.** The Parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture between the parties. No party hereto (nor any agent or employee of that party) shall make any representations or warranties or incur any liability on behalf of the other.

15. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

16. **WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT, OR THE TRANSACTION CONTEMPLATED HEREBY.**

From: marekr@cod.edu

Sent: Thu Aug 09 10:51:15 CDT 2018

To: invoicing@cod.edu

CC:

Subject: Attached Document
