

Information:

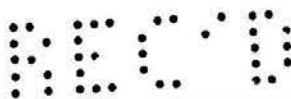
Drawer: Accounts Payable - Invoices  
Vendor Number: 1083191  
Vendor Name: Bound Tree Medical  
Invoice Number: 82925361  
Invoice Date: 07/17/18  
PO Number: P0359143  
Check Number: E0068623  
Check Amount: \$ 1,486.48  
Check Date: 08/08/2018  
Department ID: 00181  
Reviewer Name: Colleen Gonzalez  
Voucher Number: V0521567  
Redaction Type: None  
Document Type: AP Invoice

Document Below



# Bound Tree

PHONE: (800) 533-0523  
www.boundtree.com



Please Remit to:
BOUND TREE MEDICAL, LLC
23537 Network Place
Chicago, IL 60673-1235

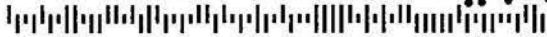
## Invoice

Invoice	82925361
Date	7/17/2018
Page	1 of 2
Account #	100620

TIN# 31-1739487

Customer DEA License No:

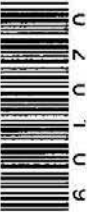
\*\*\*\*\*AUTO\*\*MIXED AADC 430 6031MB1424



College of Dupage  
425 Fawell Blvd  
Glen Ellyn IL 60137-6599

Ship To: SHIP001

COLLEGE OF DUPAGE  
425 FAWELL BLVD  
RECEIVING PO 359143 PURCHASING,  
MANAGER  
GLEN ELLYN, IL 60137-6599



Products listed on the invoice were shipped from the locations below:

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms
359143	100025731	J MENDENHALL	FEE < \$150	07/17/2018	NET 30
Item #	Description	Quantity	Unit Price	UOM	Ext. Price
<b>APPROVED</b> <b>08/01/18 - MARIANNE HUNNICUTT</b> <b>INVOICE REVIEWED</b> <b>OKAY TO PAY</b> <b>COLLEEN GONZALEZ 08/01/18</b>					
THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEEB RD SUITE 104 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 004.004488					
2763-53100	Blood Glucose Test Strips, Assure Prism Multi 100/bx	4	\$28.79	BX	\$115.16
32762	Curaplex Disposable Penlight 6/pk, 60pk/cs	0	\$5.89	PK	\$0.00
E6254	LANCET 2.2MM 21 GA 100/BX 15BX/CS SURGILANCE	4	\$24.29	BX	\$97.16
1124-32400	Complex Transillumination Light 12/pk 20pk/c 40" x 40" x 56"	5	\$4.47	PK	\$111.75
36024	Curaplex Sprague Rappaport Style Stethoscope, Yellow, 22 in 50ea/cs	6	\$6.49	EA	\$38.94
540671	STETHOSCOPE DUALHEAD TEACHING NON CHILL BLACK 671	6	\$16.29	EA	\$97.74
5322	TRAINING VALVE MOUTH PIECE FOR DISPOSABLE W/ PUMP SET 50/CS	100	\$1.57	EA	\$157.00
150066K1	CAUZE OCCLUSIVE 3 IN X 9 IN 50EA/BX 48X/CS VASELINE	1	\$178.00	CS	\$178.00
080310	TAPE ADHESIVE CLOTH 3 IN X 10 YARDS 4/BX 12BX/CS	1	\$131.88	CS	\$131.88
080210	TAPE ADHESIVE CLOTH 2 IN X 10 YARDS 6/BX 12BX/CS	1	\$131.88	CS	\$131.88
301-107EA	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, 50ea/cs	20	\$0.45	EA	\$9.00
410108	MASK TOTAL NON-REBREATHER ADULT 50/CS	20	\$2.58	EA	\$51.60
200028	HAND CLEANSER NO RINSE GEL WITH PUMP 18 OZ 12/CS VIONEX	10	\$14.59	EA	\$145.90
355001	STERILE WATER FOR IRRIGATION 500ML 16EA/CS BBRAUN	1	\$81.44	CS	\$0.00
373765	SODIUM CHLORIDE 0.9% SALJET 30ML 40/BX 6BX/CS	3	\$38.49	BX	\$115.47



# Bound Tree

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Please Remit to:
BOUND TREE MEDICAL, LLC 23537 Network Place Chicago, IL 60673-1235

## Invoice

Invoice	82925361
Date	7/17/2018
Page	2 of 2
Account #	100620

TIN# 31-1739487

Customer DEA License No:

Ship To: SHIP001

COLLEGE OF DUPAGE  
425 FAWELL  
GLEN ELLYN, IL 60137-6599

COLLEGE OF DUPAGE  
425 FAWELL BLVD  
RECEIVING PO 359143 PURCHASING,  
MANAGER  
GLEN ELLYN, IL 60137-6599

Products listed on the invoice were shipped from the locations below:

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
359143	100025731	J MENDENHALL	FEE < \$150	07/17/2018	NET 30		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext. Price
<div>Tracking Numbers:</div> <div>781899996630</div> <div>781899605010</div> <div>781899595287</div> <div>781899592461</div> <div>Note: * Indicates taxable item</div>							

Correspondence and inquiries  
can be sent to:  
5000 Tuttle Crossing Blvd  
Dublin, OH 43016

Merchandise	1,381.48
Misc	0.00
Tax	0.00
Freight	0.00
Deposit	0.00
Total	1,381.48



## STANDARD TERMS AND CONDITIONS

- Conditions of Transaction.** By submitting payment for the attached invoice ("Invoice"), Customer agrees the terms and conditions set forth below shall apply to the services and products (collectively the "Products") to which the Invoice relates and Customer further agrees to be bound by such terms and conditions. Company expressly rejects Customer's purchase order, or any other document or instrument issued by Customer that is not agreed to in writing by Company.
- Contract Documents.** To the extent there is not already an existing contract signed by Customer relating to the sale of the Products reflected in the Invoice, the Invoice and these Standard Terms and Conditions comprise the complete and final agreement between Company and Customer (the "Contract Documents") concerning its subject matter, and supersede all prior negotiations, proposals, representations, commitments, understandings, or agreements between the parties, either written or oral. No other agreement, quotation, or acknowledgment in any way modifying any of the Contract Documents will be binding upon Company unless made in writing and signed by Company's authorized representative. Content on a purchase order submitted by Customer shall be non-binding.
- Compliance with the Law.** Customer agrees that it will comply with all applicable laws, statutes, rules, regulations or orders of the jurisdiction where performance hereunder is carried out, as well as all applicable laws of the United States of America, including but not limited to the U.S. Foreign Corrupt Practices Act.
- Warranty and Limitation of Liability.** New Products purchased as reflected on the Invoice carry only those warranties as offered by the applicable manufacturer. Company offers no additional warranties relating to new Products.

Unless otherwise noted on the Invoice, recertified Products carry the following warranty:

- Three (3) year warranty from the date of the Invoice for parts and labor on automated external defibrillators (AED), excluding Lifepak 500, Philips HR2, Welch Allyn AED 10 and Welch Allyn AED20.
- One (1) year warranty on all other recertified non-AED Products from the date of the Invoice for parts and labor, unless otherwise noted on the Invoice.
- There will be no charge for parts or labor to repair a recertified Product during the warranty period. Replacement parts may, at Company's sole discretion, be new, used, reconditioned or refurbished. In the event Company elects to replace a Product, the replacement unit may, at Company's sole discretion, be new, used, reconditioned or recertified so long as the replacement unit is functionally equivalent as the original recertified Product. Repaired or replaced Products are warranted for the remaining portion of the original recertified Product's warranty period.

Warranties offered by Company do not apply to abuse, accident, acts of God, consumable parts, accessories, improper installation or operation, and/or normal wear and tear or aging.

EXCEPT AS SET FORTH HEREIN, THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS IT RELATES TO THE PRODUCTS. COMPANY'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY OR FOR ANY BREACH OF THE CONTRACT DOCUMENTS SHALL BE, AT COMPANY'S OPTION, TO REPAIR OR REPLACE THE PRODUCT, OFFER A CREDIT OR OFFER A REFUND.

COMPANY SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LOST PROFITS, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY FOR ANY CLAIM RELATING TO A PRODUCT PURCHASED BY CUSTOMER EXCEED THE AMOUNT CUSTOMER PAID FOR SUCH PRODUCT.

- Rewards/Free Use Program.** Customer shall be responsible for all regular service and maintenance of any Product placed through the Company's rewards and/or free use program.
- Delivery.** Unless stated otherwise agreed to in writing by Company or specified otherwise on the Invoice, all Products shall be shipped FOB Origin, Freight Pre-Paid and Added to Invoice. Title to Products shall transfer to Customer at the time Products are delivered to the carrier, at which point Customer shall assume the risk of loss to Products. Additional handling charges may apply and will be prepaid and added to the Invoice of all open account and credit card purchases.

For international shipments, Company will only be responsible for clearing Products for export outside of the United States. Customer shall remain responsible for (i) any and all shipping, freight and transportation costs; and (ii) licensing, fees, taxes, duties, assessments, paperwork, clearance of Products for import. Title to Products shall transfer to Customer at the time Products are delivered to the carrier, at which point Customer shall assume the risk of loss to Products.

Orders less than \$150.00 are subject to a \$10.50 small order handling fee. Controlled Substance orders are subject to a handling fee of \$11.95. Refrigerated item orders are subject to a \$14.95 handling fee. Orders subject to multiple handling fees will be charged only one fee, whichever is greatest.

- Payment Terms and Taxes.** Amounts payable under the Invoice are to be remitted by Customer to Company within 30 calendar days after the date of the Invoice, is payable in U.S. dollars. Unless specified otherwise on the face of the Invoice, Customer shall be responsible for all federal, state, and local taxes, including income, excise, use, and sales taxes, and customs and import duties.  
  
Accounts delinquent over 30 days will be charged at a rate the lesser of (i) 2% per month (or 24% per annum) or (ii) the maximum amount permitted by law. Accounts past due 45 days revert to C.O.D status.
- Returns.** Product returns will be subject to Company's then current return policy which can be found on Company's website.
- No Assignment.** Customer shall not assign or transfer its rights, delegate or subcontract its performance in whole or in part under the Contract Documents, or assign or transfer funds due hereunder, without Company's prior written consent. Any attempted assignment or delegation without prior written consent shall be void and shall constitute a material breach of Contract Documents. The Contract Documents shall be binding upon Customer and its respective successors and permitted assigns.
- Indemnity.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AGAINST ALL LOSS, DAMAGE, LIABILITY, COSTS, AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES, ANY INJURY OR DEATH TO ANY PERSON, OR DAMAGE TO ANY PROPERTY) RESULTING FROM OR IN ANY WAY CONNECTED WITH (I) THE NEGLIGENCE OR WILLFUL ACT, OR OMISSION OF CUSTOMER OR CUSTOMER'S EMPLOYEE, AGENT, OR REPRESENTATIVE; AND (II) CUSTOMER'S USE OF ANY OF THE PRODUCTS. COMPANY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION, TO CONTROL THE DEFENSE OR SETTLEMENT OF ANY CLAIM OR LAWSUIT COVERED BY CUSTOMER'S INDEMNITY HEREUNDER AND, AT COMPANY'S OPTION, CUSTOMER SHALL AT CUSTOMER'S EXPENSE (A) DEFEND ALL ACTIONS BASED THEREON, OR (B) PAY COMPANY ALL ATTORNEYS' FEES AND ALL OTHER COSTS AND EXPENSES ARISING FROM THE DEFENSE AND SETTLEMENT THEREOF BY COMPANY-INDEMNIFIED PARTIES.
- Governing Law.** This Contract Document and the rights and obligations of Company and Customer shall be governed and construed according to the laws of the United States of America and the State of Ohio, without giving effect to its conflict of laws principles. Customer irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal courts in Columbus, Ohio. The United Nations Convention on Contracts for the International Sale of Goods, 1980 as amended, shall not apply to the Contract Documents.
- EEO Compliance.** Customer agrees to comply with all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 - 1.4. Customer shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Customer shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- Miscellaneous.** No course of dealing between the parties or any waiver of a breach of any provision of the Contract Documents shall constitute a waiver of any other breach of such provision. Should any provision of the Contract Documents be held invalid or unenforceable, the remaining terms will remain in full force and effect, consistent with the terms of the Contract Documents taken as a whole. Each party shall be deemed an Independent Contractor of the other. Neither party shall be deemed an agent of the other. This agreement shall be governed, interpreted and construed in the English language hereof, regardless of any translations that may be made into any other language.
- Force Majeure.** In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1083191

Vendor Name: Bound Tree Medical

Invoice Number: 82939303

Invoice Date: 07/31/18

PO Number: P0359143

Check Number: E0068623

Check Amount: \$ 1,486.48

Check Date: 08/08/2018

Department ID: 00181

Reviewer Name:

Voucher Number: V0522560

Redaction Type: None

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

Document Below



PHONE: (800) 533-0523  
www.boundtree.com

Please Remit to:

BOUND TREE MEDICAL, LLC  
23537 Network Place  
Chicago, IL 60673-1235

# Invoice

Invoice	82939303
Date	7/31/2018
Page	1 of 1
Account #	100620

TIN# 31-1739487

Customer DEA License No:

\*\*\*\*\*AUTO\*\*MIXED AADC 430 551 1 MB 0.424



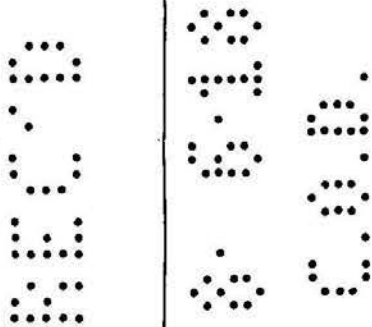
College of Dupage  
425 Fawell Blvd  
Glen Ellyn IL 60137-6599

Ship To: SHIP001

COLLEGE OF DUPAGE  
425 FAWELL BLVD  
RECEIVING PO 359143 PURCHASING,  
MANAGER  
GLEN ELLYN, IL 60137-6599

**3 WAY MATCH**

Products listed on the invoice were shipped from the locations below:

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
359143	100025731	J MENDENHALL	FEE < \$150	07/31/2018	NET 30		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext. Price
	THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 004.004488						
32762	Curaplex Disposable Penlight 6/pk, 60pk/cs	4	4	0	\$5.89	PK	\$23.56
355001	STERILE WATER FOR IRRIGATION 500ML 16EA/CS BBRAUN	1	1	0	\$81.44	CS	\$81.44
							
Tracking Numbers: 782073804068 782076762354 Note: * Indicates taxable item							

Correspondence and inquiries  
can be sent to:  
5000 Tuttle Crossing Blvd  
Dublin, OH 43016

Merchandise	105.00
Misc	0.00
Tax	0.00
Freight	0.00
Deposit	0.00
Total	105.00

## STANDARD TERMS AND CONDITIONS

1. **Conditions of Transaction.** By submitting payment for the attached invoice ("Invoice"), Customer agrees the terms and conditions set forth below shall apply to the services and products (collectively the "Products") to which the Invoice relates and Customer further agrees to be bound by such terms and conditions. Company expressly rejects Customer's purchase order, or any other document or instrument issued by Customer that is not agreed to in writing by Company.
2. **Contract Documents.** To the extent there is not already an existing contract signed by Customer relating to the sale of the Products reflected in the Invoice, the Invoice and these Standard Terms and Conditions comprise the complete and final agreement between Company and Customer (the "Contract Documents") concerning its subject matter, and supersede all prior negotiations, proposals, representations, commitments, understandings, or agreements between the parties, either written or oral. No other agreement, quotation, or acknowledgment in any way modifying any of the Contract Documents will be binding upon Company unless made in writing and signed by Company's authorized representative. Content on a purchase order submitted by Customer shall be non-binding.
3. **Compliance with the Law.** Customer agrees that it will comply with all applicable laws, statutes, rules, regulations or orders of the jurisdiction where performance hereunder is carried out, as well as all applicable laws of the United States of America, including but not limited to the U.S. Foreign Corrupt Practices Act.
4. **Warranty and Limitation of Liability.** New Products purchased as reflected on the Invoice carry only those warranties as offered by the applicable manufacturer. Company offers no additional warranties relating to new Products.

Unless otherwise noted on the Invoice, recertified Products carry the following warranty:

- Three (3) year warranty from the date of the Invoice for parts and labor on automated external defibrillators (AED), excluding Lifepak 500, Philips FR2, Welch Allyn AED 10 and Welch Allyn AED20.
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Warranties offered by Company do not apply to abuse, accident, acts of God, consumable parts, accessories, improper installation or operation, and/or normal wear and tear or aging.

EXCEPT AS SET FORTH HEREIN, THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS IT RELATES TO THE PRODUCTS. COMPANY'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY OR FOR ANY BREACH OF THE CONTRACT DOCUMENTS SHALL BE, AT COMPANY'S OPTION, TO REPAIR OR REPLACE THE PRODUCT, OFFER A CREDIT OR OFFER A REFUND.

COMPANY SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LOST PROFITS, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY FOR ANY CLAIM RELATING TO A PRODUCT PURCHASED BY CUSTOMER EXCEED THE AMOUNT CUSTOMER PAID FOR SUCH PRODUCT.

5. **Rewards/Free Use Program.** Customer shall be responsible for all regular service and maintenance of any Product placed through the Company's rewards and/or free use program.
6. **Delivery.** Unless stated otherwise agreed to in writing by Company or specified otherwise on the Invoice, all Products shall be shipped FOB Origin, Freight Pre-Paid and Added to Invoice. Title to Products shall transfer to Customer at the time Products are delivered to the carrier, at which point Customer shall assume the risk of loss to Products. Additional handling charges may apply and will be prepaid and added to the Invoice of all open account and credit card purchases.

For international shipments, Company will only be responsible for clearing Products for export outside of the United States. Customer shall remain responsible for (i) any and all shipping, freight and transportation costs; and (ii) licensing, fees, taxes, duties, assessments, paperwork, clearance of Products for import. Title to Products shall transfer to Customer at the time Products are delivered to the carrier, at which point Customer shall assume the risk of loss to Products.

Orders less than \$150.00 are subject to a \$10.50 small order handling fee. Controlled Substance orders are subject to a handling fee of \$11.95. Refrigerated item orders are subject to a \$14.95 handling fee. Orders subject to multiple handling fees will be charged only one fee, whichever is greatest.

7. **Payment Terms and Taxes.** Amounts payable under the Invoice are to be remitted by Customer to Company within 30 calendar days after the date of the Invoice, is payable in U.S. dollars. Unless specified otherwise on the face of the Invoice, Customer shall be responsible for all federal, state, and local taxes, including income, excise, use, and sales taxes, and customs and import duties.

Accounts delinquent over 30 days will be charged at a rate the lesser of (i) 2% per month (or 24% per annum) or (ii) the maximum amount permitted by law. Accounts past due 45 days revert to C.O.D status.

8. **Returns.** Product returns will be subject to Company's then current return policy which can be found on Company's website.
9. **No Assignment.** Customer shall not assign or transfer its rights, delegate or sublet its performance in whole or in part under the Contract Documents, or assign or transfer funds due hereunder, without Company's prior written consent. Any attempted assignment or delegation without prior written consent shall be void and shall constitute a material breach of Contract Documents. The Contract Documents shall be binding upon Customer and its respective successors and permitted assigns.

10. **Indemnity.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AGAINST ALL LOSS, DAMAGE, LIABILITY, COSTS, AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES, ANY INJURY OR DEATH TO ANY PERSON, OR DAMAGE TO ANY PROPERTY) RESULTING FROM OR IN ANY WAY CONNECTED WITH (I) THE NEGLIGENCE OR WILLFUL ACT, OR OMISSION OF CUSTOMER OR CUSTOMER'S EMPLOYEE, AGENT, OR REPRESENTATIVE; AND (II) CUSTOMER'S USE OF ANY OF THE PRODUCTS. COMPANY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION, TO CONTROL THE DEFENSE OR SETTLEMENT OF ANY CLAIM OR LAWSUIT COVERED BY CUSTOMER'S INDEMNITY HEREUNDER AND, AT COMPANY'S OPTION, CUSTOMER SHALL AT CUSTOMER'S EXPENSE (A) DEFEND ALL ACTIONS BASED THEREON, OR (B) PAY COMPANY ALL ATTORNEYS' FEES AND ALL OTHER COSTS AND EXPENSES ARISING FROM THE DEFENSE AND SETTLEMENT THEREOF BY COMPANY-INDEMNIFIED PARTIES.

11. **Governing Law.** This Contract Document and the rights and obligations of Company and Customer shall be governed and construed according to the laws of the United States of America and the State of Ohio, without giving effect to its conflict of laws principles. Customer irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal courts in Columbus, Ohio. The United Nations Convention on Contracts for the International Sale of Goods, 1980 as amended, shall not apply to the Contract Documents.

12. **EEO Compliance.** Customer agrees to comply with all state and local laws, respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60-1.4. Customer shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veteran. Customer shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. **Miscellaneous.** No course of dealing between the parties or any waiver of a breach of any provision of the Contract Documents shall constitute a waiver of any other breach of such provision. Should any provision of the Contract Documents be held invalid or unenforceable, the remaining terms will remain in full force and effect, consistent with the terms of the Contract Documents taken as a whole. Each party shall be deemed an Independent Contractor of the other. Neither party shall be deemed an agent of the other. This agreement shall be governed, interpreted and construed in the English language hereof, regardless of any translations that may be made into any other language.

14. **Force Majeure.** In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.