



PURCHASE ORDER TERMS AND CONDITIONS

ACKNOWLEDGEMENT - By acknowledging, shipping the products or commencing services of this order, seller accepts and agrees to the terms and conditions of sale or service. Seller agrees that these terms and conditions supersedes any terms or conditions in seller's order acknowledgement or other documents, except if Good Shepherd Rehabilitation Network ("GSRN") expressly accepts them in writing. In the event that seller engages a subcontractor to provide services to customer pursuant to the terms of this agreement, contractor shall ensure that subcontractor acknowledges these terms and conditions.

SHIPPING AND FOB - Seller must show the description/specifications and purchase order number, vendor name, and quantity of the products shipped on all packages and invoices. Seller shall deliver the products to the delivery location specified in the order. Ownership of products and risk of loss shall pass to GSRN upon acceptance of products; specifications will be verified for fitness purposes. Unless otherwise agreed to in writing, Seller shall not impose a restocking fee and under no circumstances will a restocking fee exceed 20%.

PAYMENT TERMS - Unless GSRN accepts payment terms in writing, GSRN will pay seller net forty-five (45) days end of month.

WARRANTIES - Seller warrants that the products will be free from defects in material and workmanship and that they will conform to their respective labeled specifications from the date of delivery through the warranty period. In the event of a breach of the foregoing, seller will, either replace all non-conforming Products or refund the purchase price. Seller further warrants that the services will be provided in a good and workman-like manner and in accordance with industry standards. In the event of a breach of the foregoing service warranty, seller will, either reperform the service or refund the purchase price. Nothing contained herein or in any Seller's terms and conditions or other documentation shall limit the liability of seller for damages for personal injury or property damage to the extent caused or contributed to by its negligence, recklessness and/or willful misconduct and/or product liability.

INSURANCE - The Seller will not commence work under the agreement or under any special conditions until obtaining all insurance as required by the customer and until such insurance have been approved by the customer. Seller shall provide certificate(s) of insurance upon GSRN's request.

TERMINATION - This agreement may be terminated at any time by providing 30 days written notice without any further obligations or compensation.

INDEMNIFICATION - The Seller hereby agrees to indemnify GSRN and hold GSRN, including its affiliates, trustees, directors, officers, agents, attorneys, insurers, employees, representatives, past and present, harmless from and against all claims, demands, losses, lawsuits, proceedings, settlements, judgments, actions, causes of actions, damages and expenses incurred (including reasonable attorneys' fees and expenses) that relate to the Seller providing services under the contract, including, but not limited to: (i) by any person or entity for bodily injury or death or property damage caused either directly or indirectly by Seller its employees, agents and or subcontractors providing services under this contract, or (ii) by any employee, agents and or subcontractor of the Seller to the extent it is covered under worker's compensation insurance or relates to employment or the providing of services under this contract. This clause shall survive the termination of this agreement.

GOVERNING LAW AND JURISIDICITION - The Commonwealth of Pennsylvania, without regard to its conflict of law principles, shall govern any dispute with respect to this agreement. Any and all actions arising under the order and these terms and conditions shall be filed and maintained only in the Court of Common Pleas of Lehigh County, Pennsylvania or the U.S. District Court for Eastern District of Pennsylvania, and the parties hereby stipulate to the exclusive jurisdiction and venue of such court and expressly waive the right to select an alternate jurisdiction and venue.