**PURCHASE TERMS AND CONDITIONS**

1. **Entire Agreement.** These Purchase Terms and Conditions (this "**Agreement**") apply to all purchases by the undersigned entity (“you” or “your”) from Cardinal Health 105, LLC’s (“**Cardinal Health**”) third party logistics services title model program and may NOT be altered, supplemented, or amended by you through the use of any other document(s). Any attempt to alter, supplement, or amend this Agreement, or to enter an order for product(s) which is (are) subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both you and Cardinal Health. This Agreement does not supersede, waive or otherwise affect any security agreements, guarantees, or credit applications between you and Cardinal Health or its affiliates (the “**Other Agreements**”), which Other Agreements shall remain in full force and effect and shall be applicable to any and all purchases made from Cardinal Health.
2. **Acceptance.** Orders are not binding upon Cardinal Health until accepted by Cardinal Health. Cardinal Health reserves the right to refuse service to anyone. Cardinal Health may indicate its acceptance of an order by any of the following (i) issuing an invoice, (ii) providing written confirmation of acceptance to you, or (iii) by shipping or arranging for the shipment of the ordered items to you.
3. **Pricing and Payment Terms**. All payments shall be made in full, in good funds, and in accordance with the payment terms on your invoice, via ACH direct debit or other payment forms acceptable to Cardinal Health. Payment terms on the invoice will be thirty (30) days from the invoice date unless different Product specific payment terms are provided . Until product is paid for in full, Cardinal Health retains, and you hereby grant Cardinal Health, a security interest in the ordered product. Cardinal Health may assess a service charge calculated at the rate of 1.5% per month (or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid to Cardinal Health when due. Failure or delay by Cardinal Health to invoice for any such service charge will not waive Cardinal Health’s right to receive the same. In the event of default in payments on any invoices, Cardinal Health shall have the right to declare all invoices immediately due and payable. You agree to pay all out-of-pocket expenses, including attorneys' fees and costs, incurred by Cardinal Health to collect any amounts due from you or to otherwise enforce any of the terms stated herein. Cardinal Health and Cardinal Health (including its affiliates, subsidiaries, parent or related entities, individually or collectively, of Cardinal Health) may exercise a right of set-off against any and all amounts due to you. Cardinal Health shall be deemed a single creditor for purposes of this section. You agree to pay all applicable taxes as part of your purchase.
4. **PURCHASE ORDER ERRORS**. PURCHASE ORDER ERRORS MAY OCCUR FROM TIME TO TIME. CARDINAL HEALTH ATTEMPTS TO CORRECT ALL PURCHASE ORDER ERRORS PROMPTLY AFTER DISCOVERY OR AFTER CARDINAL HEALTH RECEIVES NOTICE OF AN ERROR. CARDINAL HEALTH RESERVES THE RIGHT TO CANCEL ANY PURCHASE ORDERS CONTAINING ERRORS, WITH NO FURTHER OBLIGATIONS TO YOU, EVEN AFTER YOUR RECEIPT OF AN ORDER CONFIRMATION OR SHIPPING NOTICE FROM CARDINAL HEALTH. ANY PAYMENTS YOU MAKE TO CARDINAL HEALTH FOR ORDERS THAT ARE CANCELLED DUE TO ORDER ERRORS WILL BE REFUNDED.
5. **Use of Products**. You represent and warrant that you have all required governmental licenses, permits and approvals required to purchase, use and/or store the products you purchase from Cardinal Health. If you are a nonprofit organization, you represent and warrant that all your purchases from Cardinal Health are for your "own use", as such term is defined in judicial or legislative interpretation. Cardinal Health may immediately terminate your ability to make purchases if Cardinal Health determines that you or any facility owned, operated, or managed by you, directly or indirectly, has breached this "own use" limitation. You will comply with all laws, rules and regulations applicable to the products and the sale of such products pursuant to this Agreement.
6. **Warranty**. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES UNDER THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
7. **Limitation of Liability**. IN NO EVENT SHALL EITHER PARTY BE LIABLE WHETHER IN CONTRACT OR TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE OR FOR LOST REVENUE, LOST PROFITS OR LOST BUSINESS ARISING OUT OF YOUR PURCHASES FROM CARDINAL HEALTH OR THE USE OF PRODUCTS OR CARDINAL HEALTH'S FAILURE TO DELIVER ORDERED PRODUCTS. IN NO EVENT SHALL CARDINAL HEALTH'S LIABILITY FOR ANY ORDER UNDER THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID BY YOU FOR SUCH ORDER.
8. **Transfer of Title.** Title to products purchased hereunder transfers from Cardinal Health to you upon the initial physical receipt of the product by you.
9. **Manufacturer Product Policy.** You acknowledge and agree that: (i) you have received and agree to the terms of the product manufacturer’s policy governing returns, cancellations, credits or other similar product terms applicable to the products purchased hereunder (the “**Manufacturer Product Policy**”); (ii) Cardinal Health will not accept returns, cancellations, issue credits or perform other similar actions except as permitted by the Manufacturer Product Policy: and (iii) you will not deduct from your payment to Cardinal Health any amounts for returns, cancellations, credits or other similar items except as permitted by the Manufacturer Product Policy.
10. **Discount Disclosure**. If you receive any "discounts or other reductions in price" under Section 1128B(b)(3)(a) of the Social Security Act (42 U.S.C.1320- 7b(b)(3)(a)) from Cardinal Health, you may be required to disclose the discounts or reductions in price under any state or federal program which provides cost or charge-based reimbursement to you for the products or services you buy from Cardinal Health, or as otherwise requested or required by any governmental agency.
11. **Choice of Law**. This Agreement and all communications, disputes and performance under this Agreement shall be governed by the laws of the State of Delaware.
12. **Confidentiality**. You agree that all information provided in your order and your purchase terms including price and this Agreement are confidential and may not be disclosed to third parties.
13. **No Waiver**. Failure to enforce a right does not waive it.

**CARDINAL HEALTH 105, LLC ENTER CUSTOMER Legal Entity Name**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Authorized Signature

NAME: \_Joel Wayment\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Signer Name Print Signer Name

TITLE: \_VP, Operations\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Authorized Signatory Title Print Authorized Signatory Title

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_