

PURCHASE TERMS AND CONDITIONS

THESE AVENDRA REPLENISHMENT PURCHASE TERMS AND CONDITIONS ARE BINDING UPON BUYER AND AVENDRA REPLENISHMENT, LLC (AVENDRA REPLENISHMENT) FOR THE PURCHASE OF GOODS FROM AVENDRA REPLENISHMENT. ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER DO NOT APPLY. AVENDRA REPLENISHMENT SPECIFICALLY OBJECTS TO ANY ALTERATIONS OF ITS QUOTE/ORDER OR TO ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS OF BUYER.

THE PRICE QUOTES PROVIDED BY AVENDRA REPLENISHMENT ARE ITS CONFIDENTIAL INFORMATION. UNAUTHORIZED DISCLOSURE MAY RESULT IN SUSPENSION OF BUYER'S ACCESS AND SERVICES. AVENDRA REPLENISHMENT RESERVES THE RIGHT TO WITHDRAW QUOTED PRICES DUE TO ERROR.

ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL AND MAY REQUIRE A DEPOSIT. **MINIMUM ORDER SIZE IS US\$100.00**

Prices – Prices do not include any of the following: sales, use, value-added or similar taxes; shipping/freight charges; insurance during shipping; handling fees; environmental fees; customs; and duties. Unless otherwise indicated on the Avendra Replenishment quote, freight charges will be invoiced as a separate line item or by separate invoice. Special delivery requirements are available at an additional charge - lift gate service, inside delivery, express shipments (air-freight or next day), etc. Special delivery requirements **MUST** be specified at the time of order. As required by law, Avendra Replenishment may bill and collect applicable taxes.

Delivery Terms – Delivery terms shall be FOB factory.

Payment Terms – **PAYMENT IS DUE WITHIN 30 DAYS AFTER THE DATE OF INVOICE.**

Invoices & Billing – Avendra Replenishment will generate and send invoices to Buyer immediately upon Avendra Replenishment's receipt of Supplier's invoice. Buyer agrees to pay invoices within thirty (30) days after the date thereof and, if not so paid, invoices shall bear interest at the rate of one and one-half percent (1 ½ %) per month or portion thereof from the date payable. Avendra Replenishment shall have the right of set-off and deduction for any sums owed by Buyer to Avendra Replenishment. If Buyer is late making payment, Avendra Replenishment shall have the right, in its sole discretion, to place Buyer's account on credit hold, to defer shipments until payment is made, to require cash in advance for any further payments, to demand immediate payment of all amounts then owed, to elect to pursue collection action, and/or, at its option, to cancel all or any part of an unshipped order. Buyer agrees promptly to pay to Avendra Replenishment's reasonable attorneys' fees and all court and other costs and expenses that Avendra Replenishment incurs in the course of efforts to collect delinquent invoices. All invoice payments shall be made to 'Avendra Replenishment, LLC.'

Special Code Requirements - It is the Buyer's responsibility to ensure that all goods being ordered meet local, state and federal code requirements, including without limitation, fire codes, boiler codes, health department codes, and the like.

Cancellation and Returns – All cancellations of orders must be made through and approved by Avendra Replenishment. The Buyer shall be liable for any and all charges incurred because of the cancellation, or the refusal to accept delivery, of an order. All returns shall be subject to the standard policies and restocking and other charges of the Supplier. Written return authorizations are required from Avendra Replenishment.

FREIGHT DAMAGE, INSPECTION - Buyer assumes **ALL** responsibility for receiving and inspecting cartons and other packing materials and the goods for shortages and damage. **BUYER IS INSTRUCTED TO OPEN ALL CARTONS, INSPECT CONTENTS, AND VERIFY PIECE COUNT IMMEDIATELY IN THE PRESENCE OF THE DRIVER.** Buyer should refuse delivery if any of the goods have visible damage. However, if Buyer accepts the goods even though there is visible damage to part of the order, Buyer must, at a minimum note the damaged goods on the bill of lading/freight bill (delivery receipt). If Buyer is not afforded the opportunity to inspect the goods at the time of delivery, Buyer must note this on the delivery receipt. If goods are visibly damaged, Buyer should immediately call its Replenishment Sales Consultant @ 866-AVENDRA (866/283-6372) and fax or email a copy of the delivery receipt to (301)825-0495. If Buyer follows the foregoing instructions, Avendra Replenishment will request the Supplier, at its choice, either to repair the goods to new condition with full warranty, or to replace the item if it cannot be repaired. **CONCEALED DAMAGE:** Buyer assumes **ALL** responsibility for filing any claims for concealed damage when shipment is accepted and signed for in good condition. Buyer must inspect shipment for concealed damage within forty-eight (48) hours after delivery. If the goods are damaged, Buyer must immediately call the carrier and Buyer's Avendra Replenishment Sales Consultant, and must fax all documents to the Avendra Replenishment Sales Consultant. **KEEP ALL CARTONS AND PACKING MATERIAL.** *As a service to Buyer, Avendra Replenishment, at its option, may assist Buyer in the handling of freight claims provided Buyer has followed the foregoing instructions.*

Warranties and Service – Avendra Replenishment does not offer any guarantees or warranties, whether express or implied by operation of law or otherwise. All warranties shall be those provided as "standard" by the Supplier. The Buyer is responsible for contacting the local authorized service agent for warranty repairs. Avendra Replenishment makes no reimbursements for service work, nor does it accept liability for loss of goods. However, Avendra Replenishment will make the necessary contacts with the Supplier in an effort to resolve disputes.

Over Shipment of Materials - Fabric, carpet, wall coverings, and other textiles are subject to a Supplier's over-shipment allowance of up to 10% of the quantity ordered. This is an industry standard for these items. You will be invoiced for the quantity over-shipped up to the 10% overage on a separate invoice line item.

Compensation – Buyer acknowledges that Avendra Replenishment is a for-profit business and the prices paid by Buyer for goods include a mark-up for Avendra Replenishment's services, and Avendra Replenishment and/or its affiliates negotiate and retain rebates and allowances paid by Suppliers on purchases of goods by Buyer.

Governing Law – These terms and conditions shall be governed by the laws of the State of New York, excluding its conflicts of law rules and excluding the U.N. Convention on Contracts for the International Sale of Goods.

Foreign Principal Party in Interest; Freight Forwarder and Documentation – It is specifically agreed that Buyer will be the foreign principal party in interest and/or that its freight forwarder shall act as Buyer's agent in such capacity for purposes of the Foreign Trade Regulations or other regulatory purposes, and Buyer and its freight forwarder are responsible for all routed export transactions documentations, including but not limited to the filing of the required Electronic Export Information/Automated Export System Records.