

Purchase Order

No.: 4500207323 Date: 06-SEP-2017
Version:
Validity Period: 06.09.2017 - 05.10.2017
Page: 1 of 4

Tel. [REDACTED]
Fax: [REDACTED]
e-mail : [REDACTED]

VAT # : CZ60112387

Supplier Address

ZDRAVOTNI USTAV SE SIDLEM V OSTRAVE
PARTYZANSKE NAMESTI
CZ-702 00 OSTRAVA

Information

Buyer [REDACTED]
Buyer Phone # [REDACTED]
Buyer Fax # [REDACTED]
Buyer Email [REDACTED]
Supplier # [REDACTED]
Supplier Phone # [REDACTED]
Salesperson
Shipped Via
Incoterms Free on board - ORIGIN
Payment Terms Net 45
Currency CZK
Supplier Fax [REDACTED]

Ship To Party

Arrow International CR, a.s.
Prazska 209
CZ-500 04 HRADEC KRALOVE

Objednávka dle cenové nabídky č. 026139

We require an order acknowledgment for the following items:

Line	Material	Material Description	UoM	Total Qty -->Order Qty	Unit Price -->Open Qty	Per	UoM	Extended Price (open) without VAT
10		Posudek fyziologických parametrů <i>Delivery Date: 05-OCT-2017</i>	EA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ItemText								
(pracovní pozice)								
20		Doprava <i>Delivery Date: 05-OCT-2017</i>	EA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

CZK 54,600.00

TERMS AND CONDITIONS

1. **CONTRACT:** a). This Purchase Order constitutes the entire contract and agreement between the parties and may not be amended, revised or altered except with the express written consent of Buyer#s authorized representative. This Purchase Order constitutes Buyer#s offer to purchase and shall not under any circumstances be deemed an acceptance in whole or in part, whether expressly, implied or by operation of law, of any offer to sell by Seller. Acceptance is expressly limited to the exact terms hereof and any revision of this Purchase Order or any of its terms and conditions is expressly rejected by Buyer. No addition, revision or alteration hereto shall be effective (whether or not in Sellers acknowledgement or other form) unless agreed to in writing by Buyers authorized representative and any attempt to so add to, revise or alter the terms and conditions hereof without the express prior written agreement of Buyers authorized representative shall be deemed a rejection of any offer to sell by Seller or any counteroffer by Seller which is not acceptance hereof without any such addition, alteration, or revision. Buyer hereby objects to any such additional or different provisions contained in any document received from Seller. Shipment of any of the materials ordered hereunder by or on behalf of Seller shall constitute Sellers express, unequivocal and irrevocable acceptance of all terms and conditions hereof whether or not Seller has acknowledged this Order.

b). In the event of any inconsistency between these printed terms and conditions and any provisions set forth on the face of this Purchase Order or

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- any supplemental conditions attached hereto, the provisions set forth on the face of this Purchase Order or such supplemental conditions shall prevail.
- c). Buyer shall have the right to make changes within the general scope of this Purchase Order, but no additional charge will be allowed unless authorized in writing by Buyer. If such changes affect the delivery schedule or the amount to be paid by Buyer, Seller shall notify Buyer immediately and negotiate an adjustment; if Seller fails to so notify Buyer within ten (10) days after receiving notice of such change from Buyer, Seller shall be bound by such change without any alteration to the amount to be paid by Buyer or alteration of the delivery schedule.
- d). No amendment to this Purchase Order shall be effective nor shall it bind Buyer unless it is in writing, signed by Buyers authorized representative, and makes specific reference to this Purchase Order.
2. **DEFINITION:** #Goods# or #materials# as used in this Purchase Order means materials, equipment, or any other goods covered by this Purchase Order.
3. **PRICE:** This Purchase Order shall not be billed at higher prices than specified herein. If price is omitted from this Purchase Order, the goods shall be billed at price last quoted or paid, or at the prevailing market price at the time specified for delivery at the place specified for delivery to Buyer, whichever is lower.
4. **DELIVERY:** If Seller tenders any whole or partial shipment or delivery which does not conform exactly in all respects with this Purchase Order (including time of shipment or delivery), Buyer reserves the right to reject such delivery in whole or as to any commercial lots and, if Buyer so elects, Buyer may upon notice to Seller treat this Purchase Order as repudiated by Seller as to any goods so rejected by Buyer and cancel any outstanding deliveries hereunder, without prejudice to Buyers rights to claim damages or to enforce any other remedy provided by law. Any goods which Buyer has rightfully rejected shall remain at Sellers risk of loss. Seller shall in such event be liable and responsible for all expenses of transportation and storage, if any, resulting therefrom and if Seller does not pay the same promptly upon notice from Buyer, Buyer shall have the right to make such payment for Sellers account and Seller shall reimburse, indemnify and hold Buyer harmless as to any amounts so paid by Buyer. In addition, Buyer shall have the right to set-off against amounts owing by Buyer to Seller such amounts so paid by Buyer on Sellers behalf. In the event any further deliveries and/or installments remain outstanding and executory under this Purchase Order in the event of such non-conforming tender by Seller, the same shall be deemed to substantially impair the value of the unexecuted or unperformed balance under this Purchase Order to Buyer and Buyer shall have right in its sole discretion to terminate and cancel such balance remaining to be executed or performed without further liability or obligation to Seller.
5. **INSPECTION: CONFORMITY TO SPECIFICATIONS:** Buyer shall have the right to inspect any and all goods either at Sellers plant or upon receipt, at Buyers election. Buyer may reject any goods which do not conform exactly in all respects to Buyers specifications or, if not so specified, which do not conform exactly in all respects to standard industry specifications for goods of like kind. All costs reasonably incurred and damages reasonably sustained by Buyer, including consequential damages, arising from or related to any such rejections shall be for Sellers account and Buyer may return such goods at Sellers expense and Seller shall promptly reimburse, indemnify and hold Buyer harmless against such expense upon Buyers submission of an invoice therefore. All goods are subject to Buyers inspection notwithstanding prior payment to obtain discount. Seller shall provide Buyer without charge reasonable access to Sellers facilities and use thereof to enable Buyer to conduct any inspection authorized hereunder.
6. **WARRANTY:** Seller expressly warrants that all goods purchased hereunder and every part of them, and their packaging and any applicable descriptions therein or required to be thereon, shall conform exactly to the specifications, data, drawings or description by which they are ordered herein, shall be merchantable, and shall be in all respects suitable for the particular purpose or use for which they are purchased by Buyer if Seller knows or has reason to know the purpose or use. Seller warrants that all goods furnished hereunder shall be new and not used or reconditioned (unless otherwise specified in this Purchase Order) and free from defects in materials or workmanship for a period of one year from the date of delivery, of acceptance, or completion of installation, whichever is later. All materials and workmanship shall be first quality. Seller shall repair or replace any defective goods without cost to Buyer at any time that Buyer so notifies Seller within the warranty period. If Seller shall fail to do so within a reasonable time under usual practice, after three days prior written notice Buyer may replace any such defective goods at Sellers expense and Seller shall promptly reimburse, indemnify and hold Buyer harmless against such expense upon Buyers submission of an invoice therefore. In addition, Buyer shall have the right to set-off against amounts owing by Buyer to Seller such replacement costs so paid by Buyer on Sellers behalf.
7. **PACKING:** Buyer is not responsible for any charge for packing, boxing, storage or cartage, and all prices quoted herein are inclusive to Buyer of any such costs.
8. **EXCUSABLE DELAYS:** Neither party shall be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control and without its fault or negligence, provided that the party subject to such delay shall have given written notice to the other of any such cause for delay or anticipated delay promptly following the commencement thereof. If Seller should be unable, due to such a cause, to meet all of its delivery commitments for the goods ordered herein as they become due because of any condition affecting its business generally, Seller shall not discriminate against Buyer or in favor of any other customer in delivering goods to Buyer hereunder. Seller shall use its best efforts to make deliveries as expeditiously as possible taking into account such cause for delay. However, if Buyer believes that the delay or anticipated delay in Sellers deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operations, Buyer may, at its option and without liability to Seller, cancel outstanding deliveries hereunder either wholly or in part.
9. **RISK OF LOSS:** Risk of loss of goods purchased under this Purchase Order shall remain with Seller until such goods are delivered at the F.O.B. point specified on the face hereof or, if no such point is given, then until they are delivered to a public carrier consigned to Buyer, or are delivered to Buyer, whichever delivery shall occur first. However, if goods ordered hereunder are of an explosive, inflammable, corrosive, hazardous, toxic or otherwise dangerous nature, Seller shall reimburse, indemnify, defend and hold Buyer harmless against any claim(s) asserted against Buyer on account of any personal or property damage proximately caused by such goods, or by their transportation, which occurs, or results from an unbroken chain of causation commencing, prior to completion of unloading them at Buyers plant or warehouse.
10. **INSURANCE ON MATERIALS:** Seller shall not insure the materials for Buyers account unless the terms of this Purchase Order so require.
11. **INFRINGEMENT:** Seller warrants that none of the goods furnished under this Purchase Order, nor their use, infringes any patent, copyright, or other intellectual or proprietary right of any person. Buyer anticipates and Seller acknowledges that Buyer will possess, use and/or sell the goods ordered with this Purchase Order for incorporation into products it may use for its own account or for sale to its customers. If, by any such act, Buyer is or shall become the subject of a threatened complaint, claim, allegation or action, Seller shall reimburse, indemnify, defend and hold Buyer harmless against any such complaint, claim, allegation or action, including damages, costs and attorneys' fees; provided, however, that Seller shall not be obligated to indemnify and hold Buyer harmless with respect to any claim arising out of specifications, drawings, blueprints, descriptions, or designs provided to Seller by Buyer.
12. **LABOR:** If this Purchase Order covers the performance of labor on Buyers premises, Seller agrees to indemnify and hold Buyer harmless

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against all claims, liabilities, fees, costs, expense, judgments, awards, damages, and/or reasonable attorneys' fees for injury or damage to any person or property arising out of, related to, or in connection with performance of this Purchase Order. Seller also agrees to furnish Buyer promptly after entering into this Purchase Order with a certificate from Sellers insurance carrier(s) certifying that all times relevant to Sellers performance of this Purchase Order, Seller carries and maintains adequate Workmen's Compensation (if Seller is self-insured, it shall arrange to have the Department of Labor, or other appropriate agency, in the State in which said labor is to be performed, furnish a certificate of same to Buyer), public liability, product liability and property damage insurance, and showing the amount of coverage, deductibles, number of policy and date of expiration, all of which terms, carriers and other provisions shall be reasonably acceptable to Buyer.

13. **TAXES:** Unless otherwise expressly provided herein, prices shown on Purchase Order include all taxes, fees or other charges imposed by law by virtue of this transaction or the goods which are the subject of this transaction and not expressly imposed by law on the Buyer.

14. **COMPLIANCE WITH LAW:** Seller shall comply in its performance of this Purchase Order with all applicable laws, statutes, ordinances, rules, regulations, and/or executive orders, whether Federal, State or local. Seller shall certify to Buyer its compliance with any such statutes, ordinances, rules, regulations and/or Executive Orders that Buyer may be required to incorporate in any contract entered into by Buyer pursuant to applicable law. **LABOUR STANDARDS:** As part of Buyer's continuing improvement efforts related to labour standards, Seller agrees to demonstrate compliance to International and regional labour standards including (but not limited to): 1) the preservation of human dignity; 2) ban on child and forced labor; 3) ban on bribery and blackmail; 4) maintenance of adequate social working conditions; and 5) responsible action by all personnel in relation to the environment.

15. **GOVERNMENT WATCH LIST.** Seller represents, warrants and covenants that neither Seller nor any Seller personnel who will perform services under this Agreement, is included in or listed on, and will promptly inform Buyer if Seller or any Seller personnel who will perform services under this Agreement becomes included in or listed on, any of the following: (i) the List of Excluded Individuals/Entities maintained by the HHS Office of Inspector General pursuant to 42 U.S.C. Sections 1320a-7, 13955ccc, 1320c-5 and regulations promulgated thereunder, which, as of the Effective Date, can be searched at the internet website of <http://exclusions.oig.hhs.gov>; (ii) the Excluded Parties List System maintained by the United States General Services Administration which, as of the Effective Date, can be searched at the internet website of <http://epls.amet.gov>; or (iii) the U.S. Treasury's Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons which, as of the Effective Date, is located at the internet web site of <http://www.ustreas.gov/offices/enforcement/ofac/sdn> as a Specially Designated National or Blocked Person. Seller agrees that debarment, suspension, proposed debarment or suspension, ineligibility or exclusion of Seller, or any of its personnel who will perform services under this Agreement, constitutes cause for immediate termination of this Purchase Order by Buyer.

16. **DESIGNS, TOOLS, DIES, ETC.:**

a). If Seller is to manufacture any of the goods hereunder in accordance with designs, specifications, drawings or blueprints furnished by Buyer, Seller shall return the same to Buyer at Buyer's request upon completion of its performance under or cancellation of this Purchase Order, and Seller shall not use the same in any manner for itself or for any third party without Buyer's prior written consent. Seller shall keep any such designs, specifications, drawings, or blueprints secret and confidential, except for any such information that Seller can prove was already public or that it had already rightfully received from a third party.

b). Unless otherwise agreed herein, Seller at its cost shall supply all materials, equipment, tools and facilities required to perform this Purchase Order at its cost and Buyer shall be solely responsible for the price(s) quoted on the face hereof. If Buyer shall furnish or specifically and separately pay for any material, goods, equipment, tools or other property to be used or applied towards the performance of this Purchase Order, the same shall be and remain Buyer's property. If Seller has purchased such equipment or tools for which Buyer has paid Seller, Seller shall permanently mark such equipment or tools with Buyer's name. Buyer provides any such property only for Seller's use and such property shall not be transferred to the custody, possession or use of any third party without Buyer's prior written consent. Any such property shall be used only to fill orders from Buyer and Buyer at its cost may on demand remove the same without charge by Seller. Seller shall use such property at its own risk and shall be responsible and shall reimburse Buyer for any loss or damage to the same while in Seller's custody. Seller shall at its cost store, repair and maintain all such property in good condition and repair. Buyer makes no, and expressly disclaims any, warranties of any nature with respect to any property it may furnish or pay for, **WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.**

17. **ASSIGNMENT:** Seller shall not assign this Purchase Order, or any part of its obligations or performance hereunder, or any moneys due or to become due hereunder, without the prior written consent of Buyer, except those rights to proceeds which by law may be assigned notwithstanding a contractual prohibition against such assignment. Any attempted or actual assignment, garnishment, attachment, or claim by a third party with respect to Seller's rights hereunder shall entitle Buyer to withhold all payment until full performance by Seller. Buyer may continue to withhold payment until it has determined to its complete satisfaction to whom such funds are payable and that Buyer is fully protected against any counterclaim by Seller, Seller's assignee or any third party and from any cost, damage, expense or loss resulting therefrom. Buyer may recover from Seller, or offset from any amounts payable hereunder, any loss, damage or expense (including defense costs and/or reasonable attorneys' fees) it may incur or suffer in such circumstance.

18. **INSOLVENCY:** Buyer may cancel this Purchase Order as to an executory portion remaining, if Seller files a voluntary petition under any Federal or State bankruptcy law, has any involuntary petition filed against it under any such law or receives notice of any proposed filing of the same, or is adjudicated a bankrupt or if Seller becomes insolvent, makes or proposes to make any assignment for the benefit of its creditors, or commits an act of bankruptcy.

19. **GRAPHIC ARTS MATERIALS:** All films, negatives, positives, engravings, electros and dies created or made for the manufacture of goods hereunder shall become Buyer's sole property when they are so created or made, and Seller shall surrender any of the same promptly to Buyer upon its request.

20. **EO CLAUSE:** This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

21. **INDEMNIFICATION:** Seller agrees to and shall indemnify and hold Buyer harmless from any and all loss, damages, costs, expenses, fees (including reasonable attorneys' fees), charges, actions, awards, judgments, or liabilities in connection with, arising out of or related to:

a) Any actual or threatened complaint, claim or action relating to, connected with or arising out of Seller's performance hereunder, or b) Any

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defect or lack of workmanship or breach of warranty as to the goods covered by this Purchase Order, or c) Any act or omission of Seller. Seller shall assume full responsibility for, defend and handle any third party complaint, claim or legal action and shall pay all expenses, costs, counsel fees, judgments, awards, and/or settlements resulting therefrom, provided solely that Buyer shall notify Seller promptly of such complaint, claim or legal action.

22. **THIRD PARTY RIGHTS:** Sellers warranties and undertakings under this Purchase Order are also for the benefit of any person or entity to which Buyer supplies the goods or to which Buyer is liable with respect thereto, to the same extent they apply in Buyers favor.

23. **COMPLETE AGREEMENT:** This Purchase Order, including these Terms and Conditions, and any documents specifically incorporated on the face hereof constitute the entire agreement between the parties. The terms and conditions hereof shall bind the Seller to the exclusion of any inconsistent provision of any document furnished by Seller.

24. **SEVERABILITY:** Any legally invalid provision shall be deemed severable and the balance of this Purchase Order shall be construed and applied without regard for and irrespective of such provision.

25. **SUPPLIER INITIATED CHANGES:** In order to enable Buyer to determine if any proposed change to supplier product or service will have any effect on the safety and/or efficacy of Buyer products, Seller shall not make any changes in the Specifications or (including the source of) raw materials, purchased components, packaging materials, labeling, formulations, quality control test methods, subcontractors for producing, processing or testing, sterilization process or location, manufacturing site, manufacturing processes or manufacturing equipment without Buyer's prior written agreement.

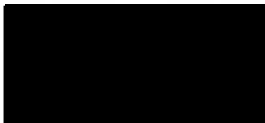
26. **SUPPLIER DIVERSITY.** As a prime contractor to the federal government, Buyer must comply with specific laws and regulations, and in performing under this Agreement, SUPPLIER will use its commercially reasonable efforts to cooperate with Buyer in recognition of, and achieving the following:

a) **Flow Down.** Under the Federal Acquisition Regulation (FAR) clauses 52.219-8 and 52.219-9, Buyer is required to flow down certain requirements to its subcontractors and suppliers to ensure utilization of small businesses in all subcontracts that offer further subcontracting opportunities. requires all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 to adopt a subcontracting plan that complies with the requirements of 52.219-9. In accordance with this policy, Buyer has established diversity utilization goals.

b) Under the Federal Acquisition Regulation 52.219-9(d) (9) requires all subcontractors (except small business concerns) that receive subcontracts in excess of \$650.000 to adopt a subcontracting plan that complies with the requirements of 52.219-9.

c) **Small Business Suppliers.** All other evaluation factors being equal, Buyer will encourage proposals from large businesses who team or partner with diverse small businesses in a legally correct manner that properly positions the small business as a first-tier supplier to Buyer.

27. **CONFLICT MINERALS COMPLIANCE STATEMENT:** Seller is expected to comply with all applicable government law. In the context of Dodd-Frank 1502, Seller is expected to provide Buyer with valid, applicable and timely data upon request in order for Buyer to comply with United States and SEC regulations as they pertain to conflict minerals. Seller non-compliance with conflict minerals regulations will be reviewed by Buyer, who will then determine what further action is necessary.

SIGNATURE _____ DATE 07-SEP-2017

(Purchasing/Accounting)

The company is registered in commercial register administrated by regional court in Hradec Králové on 11-Feb-1994, section B, insertion 1059

[REDACTED] Digitálně podepsal
Datum: 2017.09.07
11:03:17 +02'00'