

Purchase Order Terms and Conditions Supplies and Commodities

These Purchase Order Terms and Conditions (these **Terms**) apply to each purchase order (each, a **Purchase Order**) issued by Good Shepherd Rehabilitation Network and its applicable affiliates (**GSRN**) for supplies, commodities, consumable items, non-capital goods, and related incidental deliverables (collectively, **Products**). The Purchase Order, these Terms, and any written amendment or change order signed by an authorized representative of GSRN constitute the parties' agreement for the applicable purchase (the **Agreement**).

1. Scope; Excluded Transactions; Order of Precedence

These Terms apply only to GSRN purchases of Products. They do not apply to: (a) capital equipment, clinical equipment, medical devices, equipment leases, equipment loans, trials, demonstrations, evaluations, or related equipment arrangements; (b) professional, clinical, staffing, consulting, technology, software, hosting, or other services, except for incidental services expressly identified in a Purchase Order; or (c) any transaction governed by a separate written agreement signed by authorized representatives of both GSRN and Seller.

A separate agreement for an excluded transaction will control that transaction. In the event of a conflict among documents applicable to a purchase, the following order of precedence applies: (1) a written agreement, amendment, or change order signed by authorized representatives of both parties; (2) the Purchase Order, but only to the extent it expressly states that it overrides these Terms; (3) these Terms; and (4) Seller's quotation, but only to the extent expressly incorporated into the Purchase Order by GSRN. Seller's proposals, quotations, acknowledgements, invoices, website terms, click-through terms, shrink-wrap terms, and other standard terms are rejected and will not amend or supplement the Agreement unless GSRN expressly accepts them in a writing signed by an authorized representative of GSRN.

2. Acceptance; Changes

Seller accepts the Purchase Order and these Terms by the earliest of: (a) acknowledging the Purchase Order; (b) beginning performance; (c) shipping or delivering any Products; or (d) accepting payment. Seller's acceptance is limited to the Purchase Order and these Terms. Any additional or different terms proposed by Seller are rejected and will have no force or effect.

GSRN may revise the quantity, specifications, delivery location, delivery schedule, or other Purchase Order requirements by written notice to Seller. If a requested change will materially affect price or delivery, Seller must notify GSRN in writing within five (5) business days after receipt of the notice. Seller may not implement a change

that increases price or delays delivery unless GSRN first approves the change in a written change order. No modification is binding on GSRN unless signed by an authorized representative of GSRN.

3. Delivery; Shipping; Title; Risk of Loss; Inspection

Seller will deliver all Products to the delivery location and by the delivery date stated in the Purchase Order. Time is of the essence. Seller will promptly notify GSRN in writing of any actual or anticipated delivery delay and will, at Seller's expense, use commercially reasonable efforts to avoid or mitigate the delay. GSRN's acceptance of a late delivery does not waive any right or remedy. Seller must show the applicable Purchase Order number, Seller's name, a complete Product description and applicable specifications, lot or batch number where applicable, expiration date where applicable, and quantity shipped on all packages, packing slips, bills of lading, invoices, and other shipping documents. Seller will package, label, and ship Products in a manner that prevents damage, deterioration, contamination, or loss and complies with applicable law, manufacturer instructions, and carrier requirements.

Unless the Purchase Order expressly states otherwise, all Products must be delivered DDP destination (Incoterms® 2020), with all freight, delivery, handling, packaging, insurance, duties, and other charges included in the Purchase Order price. Seller may not ship Products C.O.D. or charge GSRN for freight, fuel surcharges, minimum-order charges, handling fees, or similar amounts unless expressly stated in the Purchase Order or approved by GSRN in writing.

Title to and risk of loss of Products will pass to GSRN only upon GSRN's acceptance after delivery and inspection. GSRN may inspect Products and may reject Products that are damaged, defective, expired, short-dated, adulterated, recalled, improperly labeled, nonconforming, or otherwise fail to comply with the Agreement. Payment, inspection, use, or failure to inspect does not constitute acceptance or waive any right or remedy. At GSRN's option, Seller will

Purchase Order Terms and Conditions Supplies and Commodities

promptly replace rejected Products, issue a full refund or credit, and pay all return, disposal, retrieval, and replacement-delivery costs. GSRN may return rejected Products at Seller's risk and expense. No restocking fee applies unless expressly approved in writing by GSRN.

4. Product Quality; Shelf Life; Recalls

All Products must be new, unused, and in original manufacturer packaging unless the Purchase Order expressly states otherwise. Products with an expiration date must have, upon delivery, at least seventy-five percent (75%) of their stated shelf life remaining and no less than twelve (12) months remaining before expiration, unless GSRN expressly approves a different requirement in writing. Seller will not substitute Products, product formulations, manufacturers, country of origin, packaging, or specifications without GSRN's prior written approval.

Seller will promptly, and in no event later than one (1) business day after becoming aware, notify GSRN in writing of any actual or suspected recall, market withdrawal, safety alert, field correction, product defect, contamination, adverse event, regulatory action, shortage, allocation, or other circumstance that may affect the safety, quality, availability, lawful distribution, or use of Products supplied to GSRN. Seller will cooperate fully with GSRN in tracing, quarantining, returning, replacing, disposing of, and otherwise addressing affected Products, at Seller's expense to the extent the matter arises from Seller, the manufacturer, or the Products.

5. Prices; Invoicing; Payment

Prices stated in the Purchase Order are firm and include all costs, fees, expenses, packaging, freight, delivery, handling, insurance, duties, and other charges, except sales or use taxes that are separately stated and legally due from GSRN. Seller will not charge GSRN any amount not expressly stated in the Purchase Order or approved in writing by GSRN. GSRN may provide Seller with applicable tax-exemption documentation upon request.

Seller will submit accurate invoices after delivery and acceptance of Products, unless the Purchase Order states otherwise. Each invoice must include the applicable Purchase Order number, invoice number, Product description, quantity, unit price, total price, delivery date, and any applicable tax shown separately. Unless GSRN expressly agrees otherwise in writing, GSRN will pay

undisputed amounts within forty-five (45) days after the end of the month in which GSRN receives a correct invoice. GSRN may withhold disputed amounts without breach or penalty and may offset amounts Seller owes GSRN against amounts GSRN owes Seller. Payment does not constitute acceptance and does not waive any right or remedy.

6. Warranties

Seller represents and warrants that all Products: (a) are new, merchantable, fit for their intended purpose, and free from defects in design, materials, workmanship, packaging, labeling, and manufacture; (b) conform to the Purchase Order, specifications, samples, descriptions, labels, documentation, and all express warranties; (c) are of the quality represented by Seller and the manufacturer; (d) are properly stored, handled, transported, labeled, and packaged; (e) are free and clear of all liens and encumbrances; (f) comply with all applicable federal, state, and local laws, regulations, rules, codes, standards, and orders; and (g) do not infringe, misappropriate, or otherwise violate any third party's intellectual-property or proprietary rights.

These warranties are in addition to all warranties available under applicable law, survive inspection, acceptance, payment, delivery, and termination or expiration of the Agreement, and continue for the longer of: (i) twelve (12) months after GSRN's acceptance; (ii) the manufacturer's standard warranty period; or (iii) the applicable Product's stated expiration date. If Seller breaches a warranty, GSRN may, in addition to all other remedies, require Seller to promptly replace the affected Products or provide a full refund or credit, at Seller's expense.

Nothing in the Agreement or Seller's documentation limits Seller's liability for personal injury, death, property damage, product liability, recall costs, or other loss to the extent caused or contributed to by Seller's negligence, recklessness, willful misconduct, breach of warranty, breach of the Agreement, or violation of law.

7. Compliance with Law; Healthcare Requirements

Seller will comply, at its expense, with all federal, Pennsylvania, and local laws and requirements applicable to the manufacture, sale, distribution, storage, transportation, labeling, and delivery of Products. Where applicable, Seller represents that Products are manufactured, handled, and distributed in compliance with

Purchase Order Terms and Conditions Supplies and Commodities

the Federal Food, Drug, and Cosmetic Act, applicable U.S. Food and Drug Administration requirements, applicable U.S. Department of Transportation requirements, and all other applicable regulatory requirements.

Seller represents that neither it nor, to Seller's knowledge, any person involved in supplying Products to GSRN is excluded, debarred, suspended, or otherwise ineligible to participate in any federal or state healthcare program. Seller will notify GSRN promptly in writing if this representation becomes inaccurate.

Seller and its personnel will comply with GSRN's reasonable policies while on GSRN premises, including policies concerning safety, security, infection control, confidentiality, and professional conduct.

8. Confidentiality

Confidential Information means nonpublic information disclosed or made available by or on behalf of GSRN, whether oral, written, electronic, visual, or in any other form, including information concerning GSRN's patients, personnel, operations, facilities, finances, pricing, purchasing practices, business plans, and the Agreement. Confidential Information does not include information that Seller can demonstrate by contemporaneous written records: (a) is or becomes publicly available through no breach of the Agreement; (b) was lawfully known to Seller without restriction before disclosure by GSRN; (c) is lawfully received from a third party without breach of a confidentiality duty; or (d) is independently developed without use of or reference to GSRN's Confidential Information.

Seller will keep Confidential Information confidential, use it solely as necessary to perform the Agreement, and disclose it only to personnel and subcontractors who need to know it to perform the Agreement and who are bound by written confidentiality obligations at least as protective as those in this Section. Seller is responsible for any breach by its personnel, agents, or subcontractors. If Seller is legally required to disclose Confidential Information, Seller will, to the extent legally permitted, provide GSRN prompt written notice and reasonable assistance to seek protective treatment. Upon GSRN's request or termination of the Agreement, Seller will promptly return or securely destroy Confidential Information, except archival copies required by law or maintained through routine backup systems, which will remain subject to this Section.

9. Indemnification

Seller will defend, indemnify, and hold harmless GSRN, its affiliates, and each of their respective trustees, directors, officers, employees, agents, representatives, insurers, successors, and assigns from and against all claims, demands, actions, proceedings, losses, damages, liabilities, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or relating to: (a) bodily injury, death, or damage to tangible property caused by Seller, its personnel, agents, subcontractors, Products, or performance of the Agreement; (b) any Product defect, contamination, adulteration, mislabeling, recall, withdrawal, or failure to comply with applicable law; (c) Seller's breach of the Agreement, negligence, recklessness, willful misconduct, or violation of applicable law; (d) any allegation that the Products or GSRN's authorized use of them infringe, misappropriate, or otherwise violate a third party's intellectual-property or proprietary rights; or (e) any claim by Seller's personnel, agents, or subcontractors relating to their employment, engagement, compensation, benefits, or performance of the Agreement.

GSRN will promptly notify Seller of any indemnified claim, except that a delay in notice relieves Seller only to the extent materially prejudiced. Seller may control the defense with counsel reasonably acceptable to GSRN, but Seller may not settle a claim in a manner that admits fault by, imposes liability or obligations on, or adversely affects GSRN without GSRN's prior written consent. GSRN may participate in the defense with counsel of its choice at its own expense. Seller's indemnification obligations are independent of, and will not be limited by, insurance maintained by Seller.

10. Insurance

During the term of this Agreement and for at least two (2) years thereafter, Seller will maintain insurance with reputable insurers and limits sufficient to cover its obligations under this Agreement, including commercial general liability insurance, product liability insurance, professional liability/errors and omissions insurance where applicable, cyber/privacy liability insurance where Seller accesses or processes Buyer data, workers' compensation insurance as required by law, and automobile liability insurance where applicable. Upon request, Seller will provide certificates of insurance evidencing the required

Purchase Order Terms and Conditions Supplies and Commodities

coverage. Seller's insurance will not limit Seller's liabilities under this Agreement.

11. Subcontracting; Assignment

Seller may not subcontract any material obligation under the Agreement without GSRN's prior written consent. Seller remains fully responsible for all acts, omissions, compliance, and performance of its subcontractors and will ensure that approved subcontractors are bound by written obligations consistent with the Agreement.

Seller may not assign, delegate, transfer, or subcontract the Agreement or any right or obligation under it without GSRN's prior written consent. Any attempted assignment or delegation in violation of this Section is void. GSRN may assign the Agreement to an affiliate or successor in connection with a merger, reorganization, sale of assets, or similar transaction.

12. Termination; Suspension

GSRN may terminate a Purchase Order or the Agreement, in whole or in part, for convenience upon thirty (30) days' written notice to Seller. GSRN may terminate immediately upon written notice if Seller: (a) breaches the Agreement and fails to cure the breach within ten (10) days after written notice, or, if the breach cannot reasonably be cured within ten (10) days, fails to begin cure within that period and diligently complete cure; (b) repeatedly fails to perform in accordance with the Agreement; (c) becomes insolvent, ceases operations, files or has filed against it a bankruptcy or similar proceeding that is not dismissed within thirty (30) days; or (d) violates applicable law or its confidentiality obligations.

Upon expiration or termination, Seller will immediately stop work as directed by GSRN, mitigate costs, return GSRN property and Confidential Information, and submit a final invoice for conforming Products delivered and accepted through the effective date of termination. GSRN will pay only for conforming Products delivered and accepted before the effective date of termination, less amounts Seller owes GSRN. GSRN will have no liability for lost profits, unabsorbed overhead, cancellation charges, or other costs arising from a termination for convenience, except as expressly approved in writing by GSRN.

GSRN may suspend delivery or performance immediately upon written notice if GSRN reasonably believes

suspension is necessary to protect patients, personnel, property, Product quality, regulatory compliance, or GSRN operations. Seller will promptly comply with the suspension notice.

13. Remedies; No Waiver

The rights and remedies available to GSRN under the Agreement are cumulative and in addition to all rights and remedies available at law or in equity. No waiver by GSRN is effective unless in writing and signed by an authorized representative of GSRN. A waiver of one breach does not waive any other or subsequent breach.

14. Notices

Notices under the Agreement must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified or registered U.S. mail (return receipt requested), or email with confirmation of receipt, to the addresses or email addresses stated in the Purchase Order or otherwise designated in writing. Notices are deemed received upon personal delivery; one (1) business day after deposit with an overnight courier; three (3) business days after mailing; or, for email, when receipt is confirmed. A notice of termination, breach, indemnification claim, or legal demand must also be sent by a non-email method listed above.

15. Governing Law; Venue

This Agreement and each Purchase Order will be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Lehigh County, Pennsylvania for any action arising out of or relating to this Agreement, and each party waives any objection based on inconvenient forum.

16. Survival; Severability; Electronic Records

Sections that by their nature should survive expiration or termination will survive, including Sections 1, 4 (as to amounts due), 6, 7, 8, 9, 10, 11, 13, 15, and 16.

If any provision of the Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in effect, and the invalid or unenforceable provision will be enforced to the maximum extent permitted by law. Electronic signatures, electronic acknowledgements, and electronic records will have the same force and effect as original signatures and paper records.