



## **Purchase Order Terms & Conditions**

This Purchase Order is subject to and governed by the HEALTHE, INC. (“HEALTHE”) Purchase Order Terms & Conditions (“T&Cs”).

By accepting this order or commencing performance, whichever occurs earlier, supplier acknowledges that it has reviewed the T&Cs and agrees to be bound by them.

The T&Cs may not be amended or changed in any way except by a written document, signed by an authorized officer of HEALTHE, which expressly provides for such an amendment or change. Any of the supplier’s terms or conditions, which are different from or in addition to those contained in the T&Cs will not be recognized by HEALTHE and shall be void and of no effect, except to the extent expressly acknowledged and agreed to in writing by an authorized officer of HEALTHE.

All products must be shipped with a clearly marked packing slip in English that includes the following:

- HEALTHE PO # / HEALTHE Part #
- Quantity
- Commercial Invoice #
- Signed Certificate of Conformance
- If applicable, shipment must include MSDS sheet and proof of ROHS compliance.

All products must be shipped via a previously agreed upon HEALTHE shipping partner.

If any other shipping method is used, HEALTHE will not pay or reimburse the supplier for any shipping costs. For any additional routing questions / instructions, please contact the HEALTHE, INC. Operations Group.

Suppliers outside of the United States must agree to the following shipping terms:

- FOB (Named Port) / Incoterms 2010.

All International Shipments must include the following Customs paperwork in English:

- Commercial Invoice which includes:
  - U.S. Harmonization Code provided on the HEALTHE PO;
  - Country of Origin;
  - Correct Quantity;
  - Assigned shipping partners tracking information; and
  - U.S. Dollar Value from HEALTHE PO & Supplier Invoice.

The unit price of your commercial invoice, the HEALTHE PO and your billing invoice to HEALTHE must constitute a three-way match.

Supplier warrants that all products delivered to HEALTHE shall (i) be free from defects in workmanship; (ii) at the time of manufacture, shall conform, in all material respects, to any specifications provided by HEALTHE, (iii) contain all new materials, and (iv) be free of any claim that such product infringes any patent, copyright, trade secret, or other intellectual property right of any third party. The above warranty shall remain in effect for a period of five (5) years from the date any product is initially delivered to HEALTHE or to HEALTHE’s designated carrier or by supplier.

Supplier agrees to defend, indemnify and hold harmless HEALTHE and each of its affiliates and each of the foregoing’s stockholders, officers, and directors from and against all claims, actions, suits, proceedings, investigations, and other



liabilities, losses, claims, and reasonable costs and expenses (including reasonable attorneys' fees), whenever arising or incurred that are caused by or as a result of any breach by supplier of any obligation hereunder, including any breach of supplier's warranty and by any act of fraud, willful or intentional misconduct, or gross negligence committed by supplier or any of its employees, officers, directors, representatives, or agents in connection with the performance of supplier's obligations.

All requested International Documentation must be e-mailed to the assigned HEALTHE, INC. Operations group contact the day of shipping at [operations@healtheinc.com](mailto:operations@healtheinc.com). Shipments without the proper documentation will delay the receiving and payment process.

Please email invoices to [accounting@healtheinc.com](mailto:accounting@healtheinc.com).