

HILL-ROM, INC.
(HILL-ROM)
PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW – NONASSIGNABILITY** – The contract resulting from the acceptance of this order is to be construed according to the laws of the state from which this order issues as shown by the address of Hill-Rom, which is printed on the face hereof. This contract is non-assignable by Seller.
2. **DELIVERY** – Delivery shall be made in the quantities and at the times specified by Hill-Rom. Hill-Rom shall not be liable for goods delivered to Hill-Rom in excess of quantities specified and Hill-Rom may from time to time change the specified delivery time or direct temporary suspension of shipments. Seller shall not be liable for delays or defaults due to unforeseeable causes beyond its control and without its fault or negligence. If at any time Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to Hill-Rom.
3. **PRICE** – Substitutions or changes in price shown hereon must have Hill-Rom's approval before delivery. If order is unpriced, it is understood and agreed that the price is no higher than last quotation or billing or current market price, whichever is lower.
4. **DEFAULT – CANCELLATIONS** – Hill-Rom reserves the right, by written notice of default, to cancel this order, without liability to Hill-Rom, in the event of any of the following. (I) insolvency of Seller, (ii) the filing of a voluntary petition in Bankruptcy by Seller, (iii) filing of an involuntary petition to have Seller declared bankrupt, (iv) the appointment of a receiver or trustee for Seller, or (v) the execution by Seller of an assignment for the benefit of creditors. If Seller fails to perform as specified herein, or if Seller breaches any of the terms hereof, Hill-Rom reserves the right, without any liability to Hill-Rom, upon giving Seller written notice, to (I) cancel this order in whole or in part, and Seller shall be liable to Buyer for all damages, losses and liability (including but not limited to attorneys' fees and expenses) incurred by Hill-Rom directly or indirectly resulting from Seller's breach, or (ii) obtain the goods order herein from another source, with any excess cost resulting therefrom chargeable to Seller, if such deficiencies are not remedied. The remedies provided herein shall be cumulative and in addition to any other remedies provided at law or in equity. Hill-Rom shall not be liable for defaults or delays due to causes beyond its control and not due to its gross negligence. Hill-Rom shall notify Seller in writing of the cause of such delay within fifteen (15) days after the beginning thereof.
5. **INSPECTION** – All goods shall be received subject to Hill-Rom's inspection and rejection. Defective and unconforming goods will be held for Seller's instruction and at Seller's risk and will be returned to Seller only at Seller's expense. No goods returned shall be replaced unless authorized by Hill-Rom. Any payment for goods prior to inspection shall not constitute an acceptance thereof.
6. **WARRANTIES** – Seller expressly warrants that the goods and work covered by this order will conform to the specifications, drawings, samples or other descriptions furnished or specified by Hill-Rom and will be merchantable, of good material and workmanship, and free from defects. Seller expressly warrants that all goods covered by this order will be fit and sufficient for the purposes intended. These warranties shall be in addition to all other warranties, express, implied, or statutory. Payment for, inspection of, or receipt of goods, or services shall not constitute a waiver of any breach of warranty.
7. **PATENTS** – By accepting this order, Seller agrees to defend, protect and save harmless Hill-Rom, its successors, assigns, customers and users of its products against all suits at law or in equity and from all loss, liability damages, (including but not limited to attorneys fees and expenses) claims and demands for actual or alleged infringement of any U.S. or foreign copyright, trademark, patent or other intellectual property right by reason of use or sale of goods ordered.
8. **MATERIAL FURNISHED BY HILL-ROM** – All supplies, materials, facilities, tools, jigs, dies, fixtures, patterns, equipment, blueprints, drawings, sketches, and the like furnished to Seller by Hill-Rom in furtherance of this order shall remain the property of Hill-Rom and shall be returned to Hill-Rom upon the completion of this order unless otherwise provided in writing. All such materials shall be held in confidence by Seller, shall be fully insured by Seller against any loss and shall not be used directly or indirectly in any way detrimental to Hill-Rom's business.
9. **INDEMNIFICATION AND INSURANCE** – If this order covers the performance of labor, Seller agrees to indemnify and save Hill-Rom harmless against all liabilities, claims or demands for injuries, or damages to any person or property growing out of the performance of this contract, Hill-Rom's sale of products incorporating goods sold hereunder, and the use of Hill-Rom's products by its customer's. Seller agrees to provide Hill-Rom such Certificate of insurance in such amounts for such coverages as Hill-Rom may require.
10. **BLANKET PURCHASE ORDER** – If this order is identified on the face hereof as a "blanket purchase order, " "BPO" or the like, Seller acknowledges and agrees that the quantities set forth on the face hereof represent Hill-Rom's good faith estimate of its needs for such goods. Seller also acknowledges and agrees that such quantities are subject to change by Hill-Rom in its sole discretion upon notice to Seller. From time to time, Hill-Rom will deliver to Seller forecasts of Hill-Rom's requirements for goods and services under a blanket purchase order (each such report a "Requirements Notice"). Seller agrees to deliver the goods and services under a blanket purchase order in accordance with the Requirements Notice.
11. **COMPLIANCE WITH LAW, REGULATION AND COMPANY RULES** – Upon acceptance of this order, Seller certifies that the goods purchased are produced in compliance with and will conform to all applicable current requirements of OSHA, EPA, FLSA and any other applicable law or regulation. The provisions of the Equal Opportunity Clause of Executive Orders 11246 and 11375 are herein incorporated by reference. If this order covers the performance of labor for Hill-Rom, Seller agrees to require its employees to comply with all safety and health regulations and company safety practices applicable to their conduct. The provisions of Section 202 or Executive Order 11246 and Sections 60-1.7, and 60.1.8 of Chapter 60 of 41 Code of Federal Regulations, as amended, prohibiting discrimination against any employment because of race, color, religion, sex or national origin, Section 60-741.4 of Chapter 60 of 41 Code of Federal Regulations, as amended, prohibiting discrimination against any employee or applicant for employment because of physical or mental handicap and Section 60-250.4 of Chapter 60 of 41 Code of Federal Regulations, as amended, providing for the employment of disabled veterans and veterans of the Vietnam era, are hereby incorporated by reference to the same extent and with the same force and effect as if set forth herein in full.

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12. **TERMINATION** – Hill-Rom may terminate the performance of the work under this order, in whole or in part, from time to time by written notice to Seller. Upon receipt of such notice, Seller shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this order and shall proceed to cancel promptly all existing orders and terminate all subcontracts insofar as such orders or subcontracts are chargeable to this order. Upon the termination of work on this order, full and complete settlement of all claims of sellers with respect to the terminated work shall be made as follows: (i) as compensation to Seller for such termination, unless such termination is for the default of Seller, Hill-Rom shall pay Seller the percentage of the total order price corresponding to the proportion of the amount of work completed on the date of termination to the total work to be done as Seller's full compensation for the work completed by this order; and (ii) upon Hill-Rom's payment in accordance with this paragraph, title to all equipment, materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling and other things for which Seller has paid shall vest in Hill-Rom. Nothing contained in this paragraph shall be construed to limit or affect any remedies which Hill-Rom may have as a result of a default by Seller.
13. **SHIPPING AND BILLING** – All goods shipped at expense of Hill-Rom shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost; no additional charge for such packing, marking or shipping or for the drayage or storage shall be made unless otherwise stated herein. Seller shall properly mark each package with Hill-Rom's order number, factory, plant and/or dock number, part number, quantity and where multiple packages comprise a single shipment, each package shall also be consecutively numbered. Purchase order number, part number, package number and plant and/or dock number shall be shown on packing slips, bills of lading and invoices. Two copies of Seller packing slips must accompany each shipment and the original bill of lading or other shipping receipt shall be promptly forwarded to Hill-Rom at the destination of the goods.
14. **PREPAID SHIPMENT** – Where quotations are F.O.B. Hill-Rom's plant, transportation must be prepaid by Seller.
15. **TITLE** – Title to goods shall remain with the Seller until acceptance thereof by Hill-Rom.
16. **ACCEPTANCE** – Commencement of performance pursuant to this order constitutes acceptance hereof by Seller. If additional or different terms are proposed by Seller, they must be specifically agreed to in writing by Hill-Rom prior to delivery of the goods or shall have no effect.
17. **INTERPRETATION** – This purchase order (as supplemented by the Requirements Notices in the case of a blanket purchase order), when accepted by Seller, is the complete and exclusive statement of the terms and conditions of the agreement between Hill-Rom and Seller relating to the goods specified on the face hereof. It supersedes all prior agreements, written or oral. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract.