

## TEXTILE DIVISION PURCHASE ORDER INVENTORY AGREEMENT

This Agreement is between Medline Industries Inc., an Illinois corporation and Medline Industries Holdings, L.P., a Delaware corporation (collectively, “Supplier”) and \_\_\_\_\_ (“Provider”).

Whereas, there is a short term shortage of products in the medical supply market; and

Whereas, subject to the terms and conditions set out herein, Supplier agrees to supply Products (defined below) as available and Provider agrees to purchase the Products from Supplier.

Therefore, for good and valuable consideration, including but not limited to the terms and conditions herein, the parties agree as follows:

1. Definitions.

- a. **Product:** The reusable textile isolation garment gowns made of 100% Polyester identified on Appendix A.

2. Availability and Delivery.

All Products ordered hereunder are non-returnable and orders are non-cancelable.

Because of the shortage described above, Supplier cannot commit to satisfying 100% of Provider’s requested or ordered volume of Products, and/or satisfying all requested delivery dates during the period of shortage.

Accordingly, during the period of shortage, (a) all of Provider’s purchase orders are subject to acceptance, and (b) Supplier will inform Provider of Supplier’s allocation and anticipated delivery date upon any acceptance of the purchase order.

Provider acknowledges that all Products are made-to-order specifically for Provider and are non-returnable due to Product shortages and surplus of demand.

3. Price. Provided that Provider is in full compliance with this Agreement, the prices for Products are listed on the purchase order. The pricing shall remain firm for the duration of the Agreement.

4. Purchase Commitment. Attached hereto as Exhibit A is a Purchase Order for the purchase of Products. The Purchase Order shall be subject to the terms and conditions in this Agreement.

5. Confidentiality. Each party hereto, and their respective shareholders, partners, officers, directors and affiliates shall keep confidential, and not use for any purpose unrelated to the performance of this Agreement, information and materials exchanged by the parties hereunder regarding: (a) the transactions contemplated herein and the terms and conditions of this Agreement; and (b) the other party hereto. Neither party shall at any time disclose or permit to be disclosed to any person or entity, or, directly or indirectly, utilize for its own account or permit to be utilized by any person or entity any information concerning or relating the other party hereto for any reason whatsoever without the consent of such party. The provisions of this Section shall survive the termination of this Agreement.

6. Disclaimer of Off Label Use: Supplier shall not be liable to Provider or any third party under any theory of liability for any claim, loss, damage, injury, or costs of any kind resulting from Provider’s off-label use or failure to follow any labels or instructions or other written material provided by Supplier with regard to the Products.

7. Miscellaneous. The terms of any other document or agreement between the parties (e.g., standard terms and conditions, purchase order, or pre-existing supply agreement) shall not modify or supersede the terms and conditions herein relating to the Product. This Agreement may be executed in one or more counterparts, each of which together will constitute one and the same instrument. This agreement is binding on and inures to the benefit of each party's successors and assigns.

**PROVIDER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SUPPLIER**

By: \_\_\_\_\_

Name: Shawn Scott

Title: SVP Corporate Sales

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix A:**

Customer Purchase Order	Item	Description	Cost	Order Quantity
	MDT011207	100% Polyester Iso Gown - OSFM	\$479.34/case (\$79.89/dz)	_____ Case(s) 6 dz/case
	MDT011201L	99% Polyester w/1% Carbon Iso Gown - Large	\$532.32/case (\$88.72/dz)	_____ Case(s) 6 dz/case
	MDT011201XL	99% Polyester w/1% Carbon Iso Gown - XL	\$576.96/case (\$96.16/dz)	_____ Case(s) 6 dz/case