

INVOICE

SELLER

BUYER

Servicing DC

AMERISOURCEBERGEN DRUG CORP 019
 1001 W. TAYLOR ROAD
 ROMEOVILLE IL 60446-4265

Telephone State License DEA:
 844-222-2273 004.002101 RA0322824

Remit To

AMERISOURCEBERGEN
 25199 NETWORK PLACE
 CHICAGO IL 60673-1251

Ship To

WALGREENS # 09214 340B 009214
 GL 340B WALGREENS #9214
 2626 ROSE STREET
 LA CROSSE WI 54603-1616

Acct: 100101295 / 019179564 State Lic:8425-42 DEA: BW8984571

Sold To

GUNDERSEN LUTHERAN
 PO BOX 4000
 LA CROSSE WI 54601

DE1-Test

Qty	UOM	Description	Item Number	Unit Price	Extended Amount
1	EA	CONTRACT PHCY DELV 5 DAY	80000531 178764	1,475.00	1,475.00

Terms: Monday - Friday due in 7 days

Tax Amount:

Payment Due: 03/10/2017

Total Amount:

1,475.00

Invoice Terms and Conditions

- 1. PRICE.** Pricing for goods or services on this Invoice ("Goods") are subject to change by Seller without notice. Increases in labor, freight, goods and material costs before delivery plus applicable GPO fees and overhead may be invoiced to Buyer separately. For Goods sold at pricing based on Seller's acquisition cost, Seller may re-invoice Goods initially invoiced incorrectly. Pricing may be higher outside the continental U.S. or outside Seller's normal service area. Pricing based on Seller's acquisition cost may be adjusted due to changes in Seller's supplier relationships that adversely affect its operating margins. Premium services required by Buyer will be invoiced separately. Buyer will promptly reimburse Seller for unpaid chargebacks denied by a GPO or supplier or not paid within 45 days. Buyer will pay all taxes and other charges imposed by federal, state, local or foreign governments on manufacture, sale, shipment, import, export or use of Goods, other than Seller's income taxes ("Tax Liabilities").
- 2. ORDER AND DELIVERY.** Except as otherwise provided, orders must be electronically transmitted and delivery is by common carrier FOB destination pursuant to Seller's instructions. Buyer assumes all risk of loss after delivery of Goods and must report damaged or lost Goods to carrier at delivery or within two days. Orders may be subject to minimum order size or small order fee. Shipping, delivery and performance dates are approximate and not guaranteed.
- 3. FORCE MAJEURE.** Seller is not liable for delays or other failures due to causes beyond its control, including acts of Buyer, labor disputes, fire, terrorism or other casualty, acts of God, delays or shortages of transportation, products, materials, labor or fuel from Seller's usual sources at customary prices, loss of facilities, network or utility disruptions, or voluntarily foregoing a right in order to comply with or accommodate government orders, requests or laws ("Force Majeure"). During any Force Majeure period, Seller may without further liability or obligation to Buyer (a) postpone performance; (b) reduce or eliminate Goods; (c) allocate available Goods among its customers as Seller determines; and (d) if Force Majeure affects Seller's cost of operations, add to the cost of Goods its increased fuel costs, including taxes, and other costs associated with handling Goods and operations, so long as Force Majeure affects its costs. Partial cancellation will not affect Buyer's duty to pay for partial performance.
- 4. WARRANTY AND REMEDY.** Unless otherwise expressly stated on this Invoice, Seller is not the manufacturer of Goods. SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, FOR GOODS OR SERVICES. Seller's only obligation and Buyer's only remedy for breach of any warranty will be for Seller, at its option, to reperform services, repair or replace any defective Goods at Seller's distribution center (Buyer paying shipping) or refund the price paid to the extent of any claim. THE FOREGOING SUPERSEDES ALL ORAL WARRANTIES AND REPRESENTATIONS, AND WRITTEN WARRANTIES AND REPRESENTATIONS THAT ARE NOT EXPRESSLY DESIGNATED IN WRITING AS SELLER'S "WARRANTY," INCLUDING THOSE MADE OR IMPLIED IN ANY MANUAL, LITERATURE, ADVERTISING OR OTHER MATERIALS.
- 5. LIMITATIONS.** Seller's liability for claims, including negligence, will not exceed the price of specific Goods that give rise to a claim. Seller disclaims all liability related to Goods drop shipped from suppliers to Buyer, even if it provides invoicing services. IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES IN CONNECTION WITH OR RELATED TO GOODS, HARDWARE, SOFTWARE, INCLUDING ORDERING SOFTWARE, OR SERVICES. Buyer must give prompt written notice of any loss or damage of Goods and must commence any related action within one year after the Invoice date.
- 6. INDEMNIFICATION AND WAIVER.** Buyer will defend, indemnify, and hold harmless Seller, its officers, directors, representatives and affiliates ("Seller Parties") from any loss or claim against Seller Parties with respect to Goods arising in whole or in part out of (a) failure of Buyer, its agents, employees or customers ("Buyer Parties") to follow specifications, warnings or recommendations; (b) failure of Buyer Parties to comply with applicable legal requirements, including licensing; (c) failure to comply with "own use" or other supplier requirements or misuse of Goods by Buyer Parties; (d) misrepresentation by Buyer Parties; (e) negligence of any Buyer Party; (f) Tax Liabilities; or (g) alleged infringement of any patent, trademark or copyright as a result of performance pursuant to Buyer Parties' specifications. Each Buyer Party hereby waives and releases Seller Parties from all rights of contribution or indemnity to which it is otherwise entitled.
- 7. BUYER'S CANCELLATION.** Buyer may only cancel Goods by written notice to Seller and paying reasonable cancellation charges including (a) the price of Goods delivered or completed before Seller's receipt of such notice; (b) all costs previously incurred in connection with sale and delivery of Goods; (c) a reasonable profit; and (d) Seller's expenses incurred due to such cancellation.
- 8. ADVICE AND ASSISTANCE.** Upon request, Seller may in its discretion furnish to Buyer technical advice or assistance regarding Goods as an accommodation. Seller assumes no obligation or liability for such advice or assistance given or results obtained, which are at Buyer's sole risk.
- 9. SELLER'S PROPRIETARY RIGHTS.** All drawings, software programs, inventions or improvements made by or for Seller in connection with Goods are Seller's property and Buyer may not reproduce or transfer them. Buyer may not use or disclose Seller's trade secrets or confidential information, whether or not designated as such, except as required in connection with use of Goods. Buyer may not disclose any pricing or other terms to Seller's competitors or use them in negotiations in order to reach an agreement with another party.
- 10. SECURITY AGREEMENT; CREDIT AND COLLECTION.** To secure payment for Goods or otherwise, Seller hereby retains a security interest in Goods delivered and this Invoice will be a security agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect such security interest. Payment must be received in Seller's account during normal business hours on the date due and is not subject to reduction, set-off or counterclaim. Pricing reflects a prompt payment discount. If payment is not received by the due date, Seller will invoice Buyer such unearned discount by recalculating pricing (at Seller's acquisition cost + 2% or Invoice price + 2%, if greater) as of the due date. Thereafter, if payment is late, Seller may withhold any payments to Buyer and assess a per-day late payment fee of the lower of 0.05% (18%/360) or the maximum rate permitted by law on the outstanding balance until paid, beginning on the first business day after such due date. Additionally, Seller may adjust future pricing to reflect Buyer's payment history. Seller is relying upon Buyer's representation of solvency and if Seller at any time reasonably believes that Buyer is insolvent or its credit is impaired, Seller may without liability to Buyer withhold performance, change payment terms, require full or partial payment in advance, repossess Goods previously delivered or take other permitted actions, each of which is an additional remedy and does not relieve Buyer's obligation to make prompt payment. If Buyer's payment is late, Buyer will pay Seller's collection costs and attorney's fees, including those to enforce its rights in a bankruptcy proceeding.
- 11. GENERIC SUBSTITUTIONS** Seller may substitute generically equivalent Goods from a different manufacturer without prior notice. BUYER IS SOLELY RESPONSIBLE FOR VERIFYING ACCURACY AND SUITABILITY OF GENERIC SUBSTITUTES.
- 12. RETURNS.** Seller must authorize all returns in writing. Seller will not accept returns unless Buyer guarantees that any Goods it returns were handled in compliance with the Prescription Drug Marketing Act, other laws and Seller's return policies and may refuse Goods not purchased from Seller. If Buyer ever attempts to return *any* counterfeit, adulterated or other Goods that do not comply with its return authorization, Seller may refuse it and *all* future returns from Buyer. Seller may deduct restocking, handling and return freight charges from any return credit. Manufacturers' policies may restrict Seller from accepting return of certain Goods. Seller may refuse return of marked, soiled, or otherwise unsaleable Goods, including Goods unsaleable due to PDMA or other laws.
- 13. CLAIMS.** Buyer must report claims to Seller promptly and comply with Seller's policies, giving Invoice date, number and other necessary information. Audits by Buyer must comply with Seller's audit policies.
- 14. ALLOWANCES AND DISCOUNTS.** This Invoice may not reflect all pending allowances and discounts for Goods. Seller shall notify Buyer through additional documentation in written or electronic form, of any such additional discounts. Buyer must comply with all applicable laws with respect to allowances and discounts, and must fully and accurately report and reflect allowances and discounts to federal, state and private payors to the extent required and retain this Invoice and related documentation and make them available upon request to authorized federal or state health care program officials.
- 15. MISCELLANEOUS.** Terms of this Invoice and Seller's other standard terms supplement but do not change any formal written agreement; together, they are the entire agreement between Buyer and Seller for Goods. No modification will bind Seller unless in a formal written agreement, signed by Seller's authorized officer. Seller expressly rejects different or additional terms in Buyer's order and Buyer must accept these exact terms. Accepting Goods and payment will be deemed acceptance of such terms. No waiver by Seller of Buyer's default will waive any other default. Captions have no substantive significance. Internal Pennsylvania law governs this Invoice. Arbitration is not acceptable to Seller. All provisions of this Invoice are severable. Words, regardless of number and gender used, include any other number or gender the context requires. "And" includes "or." "Or" is disjunctive but not necessarily exclusive. "Including" means "including but not limited to."
- 16. EQUAL OPPORTUNITY.** Seller will not discriminate against any employee or applicant because of race, creed, color, national origin, religion, gender, sexual preference, veteran status, handicap or any other ground prohibited by law and will meet affirmative obligations imposed by law.

This wholesale distributor, or a member of the affiliate of such wholesale distributor, purchased the product directly from the manufacturer, exclusive distributor of the manufacturer, or repackager that purchased the product directly from the manufacturer