

This Master Agreement (the "Agreement") is effective as of first day of July, 2015 by and between Medline Industries, Inc., incorporated in state of Illinois, a corporation with offices located at One Medline Place, Mundelein, IL 60060 (hereinafter referenced as the "Supplier"), and Educational and Institutional Cooperative Services, Inc., a New York not for Profit Corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

This Agreement has been established based on the RFP# 683271 for Medical Surgical Products and Equipment. All terms, conditions and priority order of all addenda, clarifications, BAFO, negotiations and supplier response are part of this Master Agreement.

I. Scope

This National agreement shall be the Supplier's primary offering to all E&I Member Institutions, their divisions, subsidiaries and affiliates (e.g., all higher education, all private and public universities, colleges, community colleges, K-12 school systems and districts) and shall apply to all E&I Member Institutions, their divisions, subsidiaries and affiliates for medical surgical products and equipment. In addition, if E&I or any of its affiliates elect to participate in the Agreement, they shall be considered Member Institutions. Supplier will make its entire Medical Surgical Products and Equipment portfolio available to all E&I Members who participate in this Agreement.

Supplier and E&I have agreed to establish a strategy aimed at enhancing the Supplier's sales penetration in the E&I Membership, enhancing E&I's position as the premier cooperative contracting service for educational institutions.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its Member Institutions. Any purchases made under this Agreement shall be made by the individual participating Member Institution and any resulting contract shall be between the Member Institutions and the Supplier.

II. Term of Agreement

The Agreement term will be for five (5) years, effective July 1, 2015 through June 30, 2020, with E&I having the option of one (5) year renewal. Prior to the end of the initial five (5) year term, and for each successive term, the program will be evaluated in overall context and performance. Exercise of any renewal option will require formal written notification by E&I to the Supplier at least one (1) year prior to Agreement expiration. The Supplier must then return formal written acknowledgement of the renewal option within 30 days.

III. Pricing

The E&I Member Net Pricing and cost-plus percentage structure for the goods and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement. Pricing held firm through December 31, 2016. Hot List Pricing Schedule 1 and 2 submitted by Medline Industries in their response to the RFP shall be utilized in this agreement. Price adjustments are permitted once per calendar year thereafter. E&I must be notified in writing of any "proposed" price changes a minimum of ninety (90) days prior to the planned implementation. Price increases must include proof of raw material price increases or be accompanied by documented proof of the need for the increase. E&I reserves the right to decline any request for an increase if such request is undocumented, unwarranted, or excessive, and in such event Medline shall have the right to terminate the Agreement on 30 days written notice. Supplier is authorized to offer Members (on a case by case basis) enhanced pricing, incentives, and/or Member-specific agreements at any time and shall be considered part of the E&I Agreement.

IV. Report of Sales

The Supplier will be required to file a monthly report of all E&I Member sales (in U.S. Dollars) to E&I by Member institution (the "Report of Sales"). The Report of Sales shall include, but not be limited to, date of sale, member name, city, state, amount of sale and Contract Administrative Fee to be paid to E&I. The report from the Supplier shall include all sales for which the Supplier Invoice has been created for the Member. Some Member sales activity may fall in the month following the actual sale due to this method of invoicing. The Report of Sales is due no later than ten (10) business days following the end of the month. Failure to report either monthly sales or to pay the CAF, within 10 days

of the due date, may be grounds for termination of Agreement. All reports shall be sent to E&I in Microsoft Excel format by the due date to the following email address vrf@eandi.org.

A sample report of sales shall be provided to E&I to assure that the Supplier can meet the reporting requirement of E&I. The E&I Accounting Department will determine if the report submitted meets E&I's requirement and if so the Supplier shall report sales according to this Master Agreement. If the sample report is deficient, The E&I Accounting Department will notify the Supplier of the deficiencies and the Supplier shall remedy the deficiencies within 10 working days until the report is acceptable to E&I Accounting.

V. Contract Administrative Fee (CAF)

The Supplier will provide to E&I a Contract Administrative Fee (CAF) of total invoice for all orders placed by all E&I Members (all higher education, all private and public universities, colleges, community colleges, K-12 school systems and districts, teaching hospitals and healthcare facilities) through any sales method on all purchases effective July 1, 2015. The CAF shall be calculated monthly and include all orders shipped during the prior month. The CAF should be transmitted via EFT to E&I on a monthly basis no later than ten (10) days following the end of the month. Failure to submit the CAF and supporting Report of Sales as specified shall incur an interest charge of 1½% per month until amount is paid in full, except in the event of a good faith dispute that may be under discussion between the parties.

VI. Agreement Audit

E&I may, at any time during the Term of the Agreement and for a period of three (3) years after the receipt of the last Report of Sales and payment of CAF covering the period through the date of termination, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. An audit may be scheduled or announced by providing the Supplier a minimum of five (5) business days advance written notice. Every effort will be made to arrange a mutually convenient time for the audit but in no event shall an audit be delayed more than twenty (20) business days from the date of notice, unless agreed to by E&I in its sole discretion. The audit will be conducted by E&I and/or its designee. Supplier will provide E&I with access to records, sufficient workspace and staff support to facilitate an audit. E&I's audit may include, but is not limited to, product compliance, Member pricing, order processing, order fulfillment, delivery terms and conditions, invoicing, rebate calculations where applicable, accuracy and timeliness of submitted Reports of Sales and the related CAF and any other reports or payments required under the terms of this Agreement. Any deficiencies or errors agreed to by the parties shall be corrected within ten (10) business days of E&I notification to the Supplier. If the discrepancy is greater than 5% from amounts reported, the cost of the audit shall be paid by the Supplier.

VII. Terms and Conditions

Unless otherwise superseded by the terms and conditions of the contracting Member Institution, the terms and conditions contained in the RFP, and the negotiated changes as identified (Attachment B) shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect. See Attachment C for E&I's General Terms and Conditions.

VIII. Member List

The Official list of E&I Member institutions will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed.

IX. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

Medline Industries Inc.
Supplier
John T. Ahern
Signature
John T. Ahern
Printed Name
SVP of Research & Education
Title
8/3/15
Date

E&I Cooperative Service, Inc
Signature
Gary D. Link
Signature
Gary D. Link, C.P.M.
Printed Name
Sr. Vice President, Consulting Group & Contracts
Title
8/3/15
Date

Attachment A

Pricing

- **MEDLINE PRODUCTS**
 - Pricing terms shall be the E&I Member Net Price with no additional markup for Medline Manufactured Products
- **NON-MEDLINE PRODUCTS**
 - Pricing terms shall be Cost plus 13.0% for non-Medline Manufactured Products.

Hot List Pricing Schedule 1 and 2 attached is included in this agreement. The Hot Lists may be customized to specific items offered by Medline. In addition to the Hot List Schedule 1 and 2, an E&I Member Net Price list of approximately 30,000 Medline Manufactured Products is included in this Agreement.

Supplier will make available to Member Institutions all products and services associated with this Agreement. Supplier may offer customized pricing and/or incentives to a Member Institution via the Master Agreement, but such pricing shall not exceed the pricing offered pursuant to this Agreement.

New products and or services may be added to the Agreement at any time during the contract term. All new products and or services must be approved by E&I prior to being added to the Agreement. Once approved by E&I, new products and or services shall be considered part of the Agreement

Samples will be provided whenever needed at no charge. No unused samples will be returned or charged to the end users.

Order Placement

All orders made to Medline Industries Inc. Orders shall be placed by:

- Phone
- Fax
- Purchase Order
- Online
- Dedicated E&I E-mail Address
- Punch-Out Catalog
- E-Commerce Portal
- EDI
- Customer Request

Value Added Services & Solutions

- Manufacture Direct Product Offering
- Product Standardization
- SKU Reduction
- Logistical Impact Assessment
- MedTrans – Customized Delivery Schedules
- Lowest Unit of Measure - Distribution flexibility to receive inventory that is broken down into the useable packaging configuration the end user departments may require
- Consignment
- Training and support available for products purchased under the E&I Agreement.
- Online training programs available at no additional fee
- Custom School Skill Kits

Relevant Terms

Freight Terms – FOB Destination. Free freight for orders over \$150.

Warranty – Merchandise sold under this Agreement is covered by manufacturer’s warranty.

Payment Terms – 1/10, Net 45 from invoice date, unless superseded by State Statute. Late charges of 1.5% on invoices past 60 days from invoice date. Supplier accepts payments by check, money order, wire transfer or credit cards. Visa, Mastercard, and American Express accepted.

Returns – Refer to Medline’s Return Policy at www.Medline.com.

Details on terms and conditions can be found in Attachment C and Medline’s RFP Response

Attachment B

Negotiated changes to RFP 683271 Part 6 Special Conditions and the Terms and Conditions

6.13 Education Pricing/Pricing Parity

The Education pricing, terms and conditions established under this Agreement are to be equal to or better than those offered to other comparable institutions, government sector and/or consortiums serving public and private higher education, purchasing the same scope of products, services and volume in the same general timeframe and under substantially the same terms and conditions as E&I and its Members. If, during the term of this Agreement, Supplier offers more favorable terms, conditions or prices to government sectors or other consortiums, Supplier agrees to notify E&I in writing. Supplier agrees to immediately amend the agreement to reflect the more favorable terms, conditions or prices. E&I must be notified of any proposed changes thirty (30) days prior to their implementation.

6.15 Orders

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge. Supplier shall provide adequate toll free telephone access for Members to order products and promptly reach customer service. All terms and conditions of an individual Member's standard procurement terms for ordering may apply.

With each ordering occurrence, it is mutually agreed that the Member's notice of acceptance shall create an agreement between the parties thereto containing all specifications, terms and conditions of the RFP and resulting Agreement, except as amended by the Member's own acceptance notification. Orders must be subject to Supplier's acceptance.

6.32 Returns - Defective and Non-Conforming Goods or Services

If any goods or services furnished under the Agreement are defective or non-conforming, or fail to meet warranties, specifications or any other provisions of the Agreement or Member purchase orders, any of the following remedies shall be available to the Member:

- **Repair and Replacement:** Supplier shall promptly repair, replace, or correct non-conforming or defective goods and services at the Supplier's own expense.
- **Cancellation:** Member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier and any payments made by Member for products or services purchased shall be refunded by the Supplier and/or its agents.
- **Like-for-Like:** Like-for-like equipment throughout the entire term of the contract maintenance or warranty shall be provided at no cost to the Member in the event that the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
- **Removal:** Supplier shall remove such goods at its own expense and if the Supplier fails to remove such goods, Member may return all or any portion of such goods at the expense of Supplier.
- **Risk of Loss and Storage:** All goods shall be held at Supplier's risk and the Supplier shall pay all expenses incurred including storage costs.
- **Supplier Liability:** The Supplier shall be liable for any and all losses, claims, and expenses, (including reasonable attorney's fees and court costs) resulting from such failure to meet all the requirements of this Agreement and/or a Member order.
- **Products under warranty.** The decision to replace such products or accept warranty repair shall be at the sole discretion of the member except in the event the Member fails to provide timely notice of product failure to the Supplier.
- **After the Warranty Period:** After the warranty period, the Supplier is responsible to make sure that service agreements are available to the Member. The Supplier, the manufacturer or an authorized third party may provide the maintenance.

10. Indemnification of E&I and Member

Supplier agrees to indemnify and hold harmless E&I and its Members from and against all third party claims and the liability, losses, damages, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from damages or injuries incurred by or to the Member by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any goods and services

furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the Member, E&I or its employees. Supplier, at the request of the Member and E&I shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against Member or E&I, or their respective officers, agents, servants, and employees. Indemnity limited to third party claims.

26. Termination for Convenience

E&I and Supplier may terminate this Agreement for any reason (convenience) by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the other party.

Attachment C

E&I General Terms and Conditions

1. Interpretation, Enforcement and Forum of Laws

For disputes between the Member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws and within the Courts of the State of New York.

2. Compliance with Law

Supplier warrants and certifies that in the performance of this Agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to Members, it is the responsibility of the Supplier and the Member to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When Federal Contract or Grant funds are used on participating Member purchases under this Agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

5. Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

6. Resale

If E&I, and/or Member purchase any goods for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or Member.

7. Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and Members harmless from any and all losses, expenses, claims, (including reasonable attorney's fees), or judgments arising out of cases of such infringement.

8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its Members in any advertising material of any kind without the expressed written permission of the party involved. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

9. Transactions between Supplier and E&I Member

The purchase of products and/or services by a Member from Supplier is a transaction solely between Member and Supplier. It is understood and agreed that if any litigation arises between Supplier and any E&I Member, Supplier shall not make E&I

a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable attorney's fees.

10. Indemnification of E&I and Member
See Attachment B.

11. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on Member's premises, Supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and Member as additional insured. Supplier shall furnish to E&I satisfactory proof of such insurance coverage included with Supplier's proposal.

Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

12. Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

E&I is a not-for-profit corporation and is exempt from federal, state and excise and other taxes imposed for services rendered and products, equipment or parts supplied. Members are 501(c) (3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

13. Americans With Disabilities Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

14. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the Members. The Member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the Member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside Member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it. The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the Member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

15. Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec.

60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

16. Non-Discrimination

The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

17. Sexual Harassment

Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a Member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from Member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

18. Compliance with Specifications

The Supplier warrants that all goods, services, or work supplied under this Agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Supplier also warrants that all goods covered by this Agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to the Member's inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier's risk and expense for storage and other charges after 60 days of storage, goods may be disposed of without cost to Member. Neither receipt of goods nor payment therefor shall constitute a waiver of this provision.

19. Gratuities

E&I may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any Member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

20. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any Member to secure or influence the decision to award this Agreement to Supplier.

21. Suspension, Debarment, and Terrorism

Supplier certifies that the supplier and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Supplier is in compliance with all applicable State statutes and rules relating to procurement and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

22. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

23. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to insure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to insure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any Member, as a result of such job action, shall be reimbursed by the Supplier.

24. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this

Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

25. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

26. Termination for Convenience

See Attachment B.

27. Termination and Termination for Default

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, E&I shall notify the Supplier in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance. An order by a member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

28. Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

29. Open Records

E&I considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore may be subject to public disclosure after an agreement is awarded. Suppliers are hereby notified that E&I adheres to all statutes, court decisions and the opinions of the member's states regarding the disclosure of proposal information.

30. Proprietary/Confidential Information

Supplier must clearly mark "Confidential" on any information considered confidential or proprietary information. All information, documentation, and other materials submitted by Supplier or under this Agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the members.

31. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

32. Entire Agreement

This Agreement together with the Exhibits annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after the execution of this agreement.

33. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:



Master Agreement
Master Agreement Number CNR01385
Medline Industries, Inc.
Medical Surgical Products and Equipment
Effective Date: July 1, 2015

If to E&I: Gary D. Link, CPM
Sr. Vice President, Consulting Group & Contracts
E&I Cooperative Service, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to Supplier: Alex Liberman
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