

**NOTICE TO VENDORS
SAINT VINCENT HEALTH SYSTEM
MINIMUM CONTRACTUAL EXPECTATIONS**

Saint Vincent is pleased to discuss the product or service you propose to sell or lease to us, but you should be aware, at this early stage of our discussions, that we have certain minimum contractual expectations. If you will confirm to us now that our final contractual relationship relating to your product or service, if any, will meet the expectations we have outlined below, then we will be happy to continue our discussions. If, on the other hand, you are presently unable to confirm that our final contractual relationship will meet the expectations we have outlined, we cannot continue our discussions. With that background in mind, we expect that the provisions set forth below will control our relationship on the following specific subjects:

1. Express Warranties – You must assure us in plain English that your product or service will conform to any written description (e.g. sales literature or other writings) you have given us. All such literature or writings will form part of any contract into which we enter.
2. Warranty of Title and Against Infringement; Implied Warranties of Merchantability and Fitness for a Particular Purpose – These are provided by law. They will always apply in your dealings with Saint Vincent.
3. Exclusions, Disclaimers or Limitations of Warranty – We will not deal with vendors who take away with one hand what they have given with the other hand. We will not accept any exclusions or disclaimers from, or limitations of, the warranties identified in paragraphs one and two above. Consequently, your warranty language must be unambiguous. It is your binding promise to us. We will, however, accept time limitations for warranties.
4. Liquidation or Limitation of Damages or Remedies – The law provides disappointed buyers/lessees with a right to claim certain kinds of damages or remedies for contractual violations. Your contractual documentation must not limit our damages or remedies in any way if you fail to live up to our contract. Because we are good business people, however, we will always try to work things out with you to achieve some mutually-satisfactory remedy for any violation of our contract. Although we are intent on getting what we bargain for, we have no desire to put anybody out of business. If we cannot work things out ourselves, we will resort to the dispute resolution method outlined in the next paragraph.
5. Dispute Resolution – If we have a dispute, we like to stay out of court if we can. It is too expensive and time-consuming. So if we cannot resolve any dispute ourselves, we reserve the right, at Saint Vincent's sole option, to submit any controversy or claim relating to our contract, or the breach of our contract, to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and/or its Optional Rules for Emergency Measures of Protection. If we exercise this option, all disputes will be arbitrated in Erie, PA, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. If, on the other hand, either of us starts a court proceeding, all trial court proceedings will be commenced and maintained (if permitted to proceed) in either the state or federal court sitting in Erie. Whether in arbitration or in court, Pennsylvania law will apply.
6. Controlling Documents – Vendors typically present vendor-friendly language in the contract documentation they offer purchasers; purchasers typically present purchaser-friendly language in their purchase orders and related documents. The language in these two sets of documents usually conflicts. Lawyers call this the "battle of forms." By signing below, you will be agreeing that (a) Saint Vincent documents will control on the six specific points identified in this Notice to Vendors, and (b) only the express written agreement of two Saint Vincent vice presidents releasing you from the control of the provisions set forth above in a specific transaction will be sufficient to release you from the controlling influence of this Notice to Vendors.

ACKNOWLEDGMENT

We hereby acknowledge notice of the Saint Vincent Health System Minimum Contractual Expectations and agree, with intent to be legally bound, that if we are successful in negotiating a contract with Saint Vincent, all of the provisions outlined above will control our contractual relationship, regardless of any conflicting provisions in documents we present to Saint Vincent. The Vendor Representative signing below also represents that he/she has the authority to enter into this Acknowledgment on behalf of the Vendor.

Dated: _____

(Signature of Vendor Representative)

(Printed Name of Vendor)

(Title)