

**[INSERT PRODUCT CATEGORY]
PURCHASE AGREEMENT**

This **[INSERT PRODUCT CATEGORY]** Purchase Agreement (“Purchase Agreement”) dated and effective the **[INSERT DAY]** of **[INSERT MONTH]**, 202**[]**, (the “Effective Date”) is entered into by and between **Sentara Health**, a Virginia nonstock corporation (“Sentara”), on behalf of its affiliates Sentara Albemarle Medical Center, Sentara CarePlex Hospital, Sentara Halifax Regional Hospital, Sentara Leigh Hospital, Sentara Martha Jefferson Hospital, Sentara Norfolk General Hospital, Sentara Northern Virginia Medical Center, Sentara Obici Hospital, Sentara Princess Anne Hospital, Sentara RMH Medical Center, Sentara Virginia Beach General Hospital and Sentara Williamsburg Regional Medical Center, as well as any other Affiliates, as defined herein, existing now or in the future, (collectively, “Sentara Affiliates”) and **[INSERT COMPANY NAME]**, a **[INSERT COMPANY STATE & CORPORATION TYPE]** (“Company”). Sentara and Company may sometimes hereinafter individually be referred to as “Party”, collectively as the “Parties.” Sentara and Company agree as set forth below:

1. Company hereby agrees to sell and deliver, and Sentara agrees to buy, receive, and pay for the Company Products (as defined in Exhibit 2) named and contained in the Company Pricing Proposal (Exhibit 1) at the prices therein specified, a copy of which is attached hereto.
2. Each Sentara Affiliate may make purchases hereunder at the pricing and terms contained herein. Sentara Affiliates shall be separately billed to their individual billing address.
3. The Parties agree that all purchases of Company Products under this Purchase Agreement shall be expressly subject to the following exhibits which are incorporated herein:

Exhibit 1 – Company Pricing Proposal, **(as amended by the Parties)**

Exhibit 2 – Sentara Health Purchase Terms and Conditions, **(as amended by the Parties)**

4. In the event of a conflict or inconsistency among the governing documents and exhibits, the following order of priority shall apply, from highest to lowest: this Purchase Agreement, Exhibit 2 and then all remaining exhibits.
5. The pricing set forth on Exhibit 1 shall go into effect on the Effective Date first above written and shall be held firm for a period of three (3) years unless terminated by either Party. This Purchase Agreement may be terminated, without cause, upon thirty (30) days advance written notice by either Party to the other Party.
6. During a Failure to Supply Period, as defined below, Sentara may procure equivalent products or services from other sources and Company shall be obligated to absorb all reasonable costs associated with such substituted products or services until it can resume its obligations. Any purchases made to alternative vendors/companies during the Failure to Supply Period will not adversely impact Sentara’s pricing, commitment obligations or rebate requirements under the terms of this Purchase Agreement. A “Failure to Supply Period” is the period when a Company does not meet its product or services obligations.
7. This Purchase Agreement, together with all Exhibits, Orders (as defined herein) and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Purchase Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Without limitation of anything contained herein, any additional, contrary, or different terms contained in any of Company’s confirmations, invoices, or other communications, including any browse-wrap, click-wrap or other online terms and conditions, and any other attempt to modify, supersede, supplement, or otherwise alter this Purchase Agreement, are deemed rejected by Sentara and will not modify this Purchase Agreement or be binding on the Parties.
8. This Purchase Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia

or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Parties hereto have caused this Purchase Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

SENTARA HEALTH

COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____