

Dear Vendor,

To ensure we maintain our commitment to product excellence and customer service, we ask that you complete all forms and requirements found within the attached Vendor Proposal Packet.

Your Vendor Proposal Packet Contains the Following:

- Vendor Information Form
- Product Data Sheet
- Vendor Agreement Terms and Conditions
- Items Requiring Submission Checklist
- Contact Information

Products submitted to Scrip Companies will not be returned unless specified in writing. All Products requiring return to Vendor will be at Vendor Cost. Some of this information may not pertain to you, so please put NA in the appropriate fields. Should you need further assistance, please feel free to contact us using the contact information on the last page. Thank you again for your interest in partnering with Scrip Companies.

Sincerely,

Product Manager  
Scrip Companies

Attachments: Vendor Proposal Packet

**VENDOR INFORMATION FORM**

<b>COMPANY INFORMATION</b>			
Company Name:			
Primary Contact:		Title:	
Address:			
Phone Number:	Toll-Free Phone Number:		Fax Number:
Email Address:		Web Address:	
<b>SALES CONTACT INFORMATION</b>			
Sales Representative:		Phone:	
Fax Number:		E-mail:	
<b>PURCHASING CONTACT INFORMATION</b>			
Purchasing Contact:		Phone:	
Fax Number:		E-mail:	
Remit Payments to:			
Preferred Method of Receiving Purchase Orders:      Email      Fax Number			
<b>PRODUCT RETURN INFORMATION</b>			
<i>Products with an expiration date must be received by Scrip Companies with a minimum shelf life of twelve months remaining. Additionally, all products must carry a twelve month minimum warranty upon receipt by Scrip Companies. Damaged, defective, or expired products will be returned to the Vendor for full credit.</i>			
Returns Contact:		Phone:	
Fax Number:		E-mail:	
<b>SHIPPING INFORMATION</b>			
<i>No shipping, packaging, handling fees and surcharges will be applied or accepted without prior written consent. When Scrip Companies is responsible for shipping costs, Scrip will select the carrier and circumstances surrounding transportation. Scrip's purchase terms are FOB Scrip or Scrip's customer. Please contact your Scrip Product Manager for specific details.</i>			
Shipping Contact:		Phone:	
Fax Number:		E-mail:	
<b>FREIGHT AND SHIPPING GUIDELINES</b>			
<i>Scrip's terms are FOB. Scrip or Scrip's customer.</i>			
Shipping Method:      Free (N/C)      Scrip Act      Yellow Frt      Other			<i>If other, please specify:</i>

## **PRODUCT DATA SHEET**

Download attached Excel document and complete information for all product(s) that you are submitting for consideration.

If you do not see the Excel document please open this PDF in Adobe Acrobat Reader. You will be given the option to download the XLS file in the bottom portion of the document window.

**VENDOR AGREEMENT TERMS AND CONDITIONS**

1. **WARRANTY.** Vendor warrants that the goods furnished and/or services rendered will conform in all material respects to the specifications, drawings, and descriptions listed in the Purchase Order, and to the sample(s) furnished by Vendor, if any. Vendor further represents and warrants that any services provided will be performed in a workmanlike manner.
2. **TERMINATION.** The performance under any Purchase Order may be terminated in whole or in part by Scrip (the Company) by delivering to Vendor a "Notice of Termination" specifying the extent to which performance of work under the Purchase Order is terminated and the date upon which such termination becomes effective.
3. **ASSIGNMENT.** Vendor may not assign this Vendor Agreement (this "Agreement") without prior written consent of the Company. Any attempted assignment or delegation by Vendor shall be void for all purposes unless made in conformity with this paragraph. This Agreement shall be binding upon and shall benefit the parties and their respective successors and permitted assigns.
4. **AMENDMENT OR WAIVER.** No amendment of this Agreement shall be valid unless it is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and mutually signed by both parties. Any waiver of a breach or observance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach.
5. **FINAL AGREEMENT - INTERPRETATION.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements between the parties regarding such subject matter. No course of prior dealings between the parties shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
6. **SEVERABILITY.** If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out nearly as possible the parties' original intent.
7. **RELATIONSHIP OF THE PARTIES.** Vendor is serving as an independent contractor to the Company under this Agreement. Nothing in this Agreement shall be deemed or construed to create the relationship of partnership or joint venture between the parties. Neither party has any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party.
8. **APPLICABLE LAW.** If goods are delivered, this Agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Illinois as effective and in force on the date of this Agreement. In all cases, the validity and effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws rules. All legal proceedings relating to the subject matter of this Agreement shall be maintained in the state or federal courts sitting in Cook County, Illinois and each party agrees that jurisdiction and venue for any such legal proceedings shall lie exclusively with such courts.
9. **INDEMNITY.** Vendor agrees to indemnify, defend and hold harmless the Company and the Company's subsidiaries, affiliates, officers, directors, employees, agents and assigns from any and all loss and damage, including reasonable fees and disbursements of counsel incurred by such party, arising out of or in connection with the products or services sold to the Company by Vendor, including any violation or alleged violation of any statute, regulation or rule of law relating to the marketing or distribution of the products or services provided pursuant to this Agreement or any breach of any of the respective warranties, representations, duties, obligations or agreements made by such Vendor under this Agreement, and agrees to reimburse the Company on demand and after the Company provides reasonable proof thereof, for any payment made or loss suffered with respect to any claim or act to which the foregoing indemnity applies without regard to whether or such loss, damage, injury or liability is contributed or caused by the negligence of the Company or its agents or employees. The Company will have the right to participate at its own expense and by its own counsel in the defense of any such claim, and in such event, the parties hereto will cooperate with each other in the defense of any such action, suit or proceeding hereunder. The Company will not compromise or settle such claim without the prior written consent by vendor is not to be unreasonably held. The provisions of this Section 9 shall survive the termination or expiration of this Agreement.
10. **INSURANCE.** Vendor shall maintain at its own expense, for the Term of this Agreement and for five years after the termination or expiration hereof, in form and with an insurance company or companies reasonably acceptable to the Company, comprehensive general liability insurance on an occurrence basis (including coverage for the products, contractual liability and advertisers liability), in an amount not less than \$1,000,000 with respect to bodily and/or personal injury liability (including death) and property damage liability naming the Company as an additional insured. Vendor shall deliver to the Company simultaneously with the execution of this Agreement, and at least 30 days prior to each anniversary thereof, certificates acceptable to the Company evidencing that such insurance is in place and such certificates shall indicate that coverages provided shall not be cancelled or materially modified without at least 30 days' prior written notice to the Company. Renewal policies for such instances shall be provided to the Company at least 30 days prior to the expiration of the policies to be renewed. All insurance policies shall be underwritten by insurance companies having a minimum Best's rating of A/Class XII.
11. **MODIFICATIONS.** Vendor initiated changes to a product and/or its packaging shall be submitted to the Company in writing, along with a sample, for approval prior to initiating charges.
12. **RETURNS.** All products must carry a twelve month minimum warranty upon receipt by Scrip Companies. Damaged, defective, or expired products will be returned to the Vendor for full credit. Products are reviewed quarterly. If performance doesn't meet Scrip Companies minimums, product will be returned to Vendor for full credit.
13. **PRICING.** Vendor initiated price increases shall be submitted to the Company by September 1, of each calendar year. This **120 day notice period** will allow Scrip sufficient time to change prices, absorb the cost increase or drop the Product. The Vendor will send this price notice by fax, e-mail, or mail, to the attention of the Product Manager and Buyer/Planner. Product pricing shall be honored by the Vendor for a term of not less than one year beginning on January 1, of the following calendar year.
14. **TERMS.** Vendor agrees to grant Net 60 day payment terms from date of shipment.
15. Vendor will engage with the Company and will provide as reasonably requested by the Company: Co-Op, Training/Support, Product Demo's & Trade Show Product and Education/Forums.

In witness whereof, the parties agree to the foregoing as of the date set forth below.

**COMPANY:**  
SCRIP COMPANIES  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**VENDOR: A live signature is required.**  
(Company Name)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ITEMS REQUIRING SUBMISSION CHECKLIST

After your Product(s) has been accepted by Scrip Companies, the following materials must be submitted to your Product Manager in the format and quantities below.

**Graphics** - Only high resolution graphics with a minimum of 300 dpi are acceptable for catalog inclusion. Preferably, images should include a clipping path and be shot on a white background. When transmitting graphics, submit only the images required – do not include graphics for products Scrip Companies will not be carrying. Label each image with the Product Name or Item Code. Graphics will be accepted via e-mail or disk in either EPS or TIFF format. If you cannot provide a graphic of this quality, you must submit your product to Scrip Companies for photography.

**Product Copy** - To effectively market your product(s) in our catalogs, advertisements, and websites, we need a description of each product which includes: dimensions, ingredients, suggested usage, any items not included/sold separately, etc. Please limit Copy submission to a ½ page per product. Copy will be edited by Scrip Companies Marketing Department, as needed. Product Copy will be accepted via e-mail, disk, or standard mail. When sending hardcopies via standard mail, please include two copies.

**Retail Price** - If your product(s) can be sold to clients/patients at retail, please include your Suggested Retail Price per product. Pricing information will be accepted via e mail, disk, or standard mail. When sending hardcopies via standard mail, please include two copies.

**MAP Price** - If your product(s) have a MAP (Minimum Advertised Price) policy, please include your MAP per product. Pricing information will be accepted via e mail, disk, or standard mail. When sending hardcopies via standard mail, please include two copies.

**Additional Product Information** - If you have additional information about your product(s) (i.e. training videos, troubleshooting guide, etc.) that would be helpful to our Customer Service Representatives, please submit them. Additional information will be accepted in its appropriate format via e-mail, disk, or standard mail. When sending hardcopies via standard mail, please include two copies.

**Product Sample Presented in Sellable Condition (if not previously submitted)** - Products must be presented as they will be sold to the customers including Packaging and Product Literature.

**Completed Vendor Information Form** - May be completed electronically and e-mailed to me, or the original may be submitted via standard mail at the address provided. If mailing the original, please keep one copy for your records.

**Completed Product Data Sheet** - May be completed electronically and e-mailed to me, or the original may be submitted via standard mail at the address provided. If mailing the original, please keep one copy for your records.

**Signed Vendor Agreement** - After reading the Terms and Conditions, indicate agreement by signing your name, indicating your title, and dating the document, in the space provided. Please return the original to my attention, and keep a copy for your records.

**Material Safety Data Sheet(s)** - For each Product requiring an MSDS, submit one hardcopy via standard mail. If does not apply, Initial Here.

**510K Forms** - For each Product requiring a 510K form, submit one hardcopy via standard mail. If does not apply, Initial Here.

**Certificate of Insurance** - Submit a hardcopy of your Certificate of Insurance, which meets the criteria set forth in the Terms and Conditions section of you Vendor Proposal Packet, via standard mail.

**W-9 Form** - Submit a copy of a completed W-9 form. A blank W-9 form has been attached for your convenience.

**Certifications** - (i.e. FDA, UL, CE) - List all that apply.

**Co-Op**

## **PRODUCT MANAGER CONTACT LIST - [productmanagers@scripco.com](mailto:productmanagers@scripco.com)**

### **Massage Therapy and Spa Divisions - [MassageSpaProductManagers@scripco.com](mailto:MassageSpaProductManagers@scripco.com)**

Scrip Companies  
c/o Carrie Majewski  
Product Manager  
360 Veterans Parkway, Suite 115  
Bolingbrook, IL 60440

E-mail Address: [cmajewski@scripco.com](mailto:cmajewski@scripco.com)  
Direct Number: (630) 771-7427  
Fax Number: (855) 824-6230

### **Chiropractic and Physical Therapy - [ChiroPTProductManagers@scripco.com](mailto:ChiroPTProductManagers@scripco.com)**

Scrip Companies  
c/o Lindsay Rogus  
Product Manager  
360 Veterans Parkway, Suite 115  
Bolingbrook, IL 60440

E-mail Address: [lrogus@scripco.com](mailto:lrogus@scripco.com)  
Direct Number: (630) 771-7459  
Fax Number: (855) 430-4646

### **Consumer Home Health – [AllegroMedicalProductManagers@scripco.com](mailto:AllegroMedicalProductManagers@scripco.com)**

Scrip Companies  
c/o Cindie Hood  
Product Manager  
360 Veterans Parkway, Suite 115  
Bolingbrook, IL 60440

E-mail Address: [cmhood@allegromedical.com](mailto:cmhood@allegromedical.com)  
Direct Number: (800) 861-3211 ext. 7527

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## **BUYER-PLANNER CONTACT LIST - [purchasing@scripco.com](mailto:purchasing@scripco.com)**

### **Vendors A-H**

Scrip Companies  
c/o David Schenk  
Planner/ Buyer  
360 Veterans Parkway, Suite 115  
Bolingbrook, IL 60440

E-mail Address: [dschenk@scripco.com](mailto:dschenk@scripco.com)  
Direct Number: (630) 771-7463  
Fax Number: (630) 771-7502

### **Vendors I-Z**

Scrip Companies  
c/o Denise Fudacz  
Planner/ Buyer  
360 Veterans Parkway, Suite 115  
Bolingbrook, IL 60440

E-mail Address: [dfudacz@scripco.com](mailto:dfudacz@scripco.com)  
Direct Number: (630) 771-7462  
Fax Number: (866) 771-7502

### **Drop Ship Vendors**

Scrip Companies  
c/o Nancy Zaehler  
Drop Ship Administrator  
360 Veterans Parkway, Suite 115  
Bolingbrook, IL 60440

E-mail Address: [nzaehler@scripco.com](mailto:nzaehler@scripco.com)  
Direct Number: (630) 771-7460  
Fax Number: (630) 771-7502

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 5/3/2010
PRODUCER <b>Sample Certificate</b>  Agent Name & Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
Vendor/Supplier/Contractor Name & Address	INSURER A: <b>Insurance Carrier A</b>	<b>XXXXXX</b>
	INSURER B: <b>Insurance Carrier B</b>	<b>XXXXXX</b>
	INSURER C: <b>Insurance Carrier C</b>	<b>XXXXXX</b>
	INSURER D:	
	INSURER E:	

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Products Liability</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Sample	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Products Liability is included in the above referenced General Liability policy. Scrip Companies are included as an additional insured for General and Products Liability.

**CERTIFICATE HOLDER**

Scrip Companies  
 360 Veterans Parkway, Ste. 115  
 Bolingbrook, IL 60440

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE