





indemnification of other parties; confidentiality requirements; liability for other parties' acts or omissions; disclaimers and limitations on other parties' liability; liens on Buyer property; liquidated damages; waivers, disclaimers and limitations on legal rights and remedies; granting control of litigation or settlement to other parties; and payment of other parties' attorney fees or court costs (collectively, "Limitations"). Terms and Conditions of the Agreement relating to the Limitations will only be binding on Buyer to the extent permitted by Missouri law and without waiving sovereign immunity.

The supplier agrees to provide a "No Charge" policy for any implants that are deemed wasted or unusable due to the following conditions:

- : Implants that become unusable due to defects in sterilization, packaging, or transportation shall not incur any costs to the buyer.
- : Any implants that are opened but not implanted during the surgical procedure, provided they are returned in compliance with the supplier's standard return policy and within the prescribed time frame, shall not be charged to the buyer.
- : Implants identified as defective or not meeting quality standards prior to or during surgery shall be replaced at no cost to the buyer. Defective products must be reported to the supplier within the agreed-upon time frame to qualify for this provision.

The buyer agrees to adhere to the supplier's established procedures for the return of any unused or defective implants, including:

- Completing all necessary documentation as required by the supplier.
- Returning the implants in their original packaging, where applicable, and in accordance with any specific storage or handling requirements.
- Return requests must be submitted within after the date of surgery to qualify for the "No Charge" provision.

No restocking fees will be applied for the return of unused, wasted, or defective implants that comply with the conditions outlined above.

- Ø Any awarded supplier active in aptitude will execute a CPA accordingly.
- Ø Any awarded supplier not active in aptitude but awarded a national GPO execute a CPA accordingly.



We ask for your reply to this communication as confirmation of receipt and please direct any subsequent questions regarding this RFP to contact information below. Thank you in advance for your cooperation and we look forward to receiving your responses and working with you on this initiative.

Regards,

Marcy

Business / Clinical Questions:

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RFP Template Questions:

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