



Worry-Free Guarantee Influenza Vaccine Program

- We are proud to introduce our 2014 Worry-Free Guarantee Influenza Vaccine Program!
- Below you will find the options for the 2014 program; review and choose the one that fits your practice best and sign the attached contract. Don't delay as this offer will end on June 30, 2014.
- We have met 100% of our delivery commitments for ALL contract customers for the last SEVEN years!

CALL FOR MORE DETAILS
1-800-366-3829



2014 Worry-Free Guarantee Influenza Vaccine Purchase Agreement

Offer Expires 6/30/2014

This is an Influenza Vaccine Purchase Agreement between you (the "Customer") and InSource, Inc. ("InSource"). The terms of this Agreement will be based on the option(s) you choose below. This agreement must have all fields completed and be signed and delivered by **June 30, 2014** to the fax number included below. There is a limited amount of flu vaccine committed to this program, and we will terminate this program offer when the amount of each brand of vaccine committed has been exhausted. The age indications for each image of flu vaccine are listed on the following page. Each image of flu vaccine offered on this program contains 10 doses. The prices below do not include Federal Excise Tax (FET). You will be notified by InSource when your executed agreement has been received and accepted.

In consideration of the mutual promises contained herein the parties hereby agree as follows:

- **Payment Terms of December 26, 2014**
- **Guaranteed delivery on or before date specified for brand(s) ordered.**
 - We offer you a discount off the pricing described below on any portion we do not deliver by the date specified for each brand when you take delivery of the balance.
- **Return privilege stated for specified brand(s) ordered ****
- Option to increase the quantity of your order at the time of shipment or later in the season at the same price, subject to product availability. Terms and conditions are subject to change.

The only recourse for failure to supply by InSource shall be the discount set forth above and InSource shall have no other liability of any kind. The discount set forth above shall not be payable if shipment delay results from credit verification or credit worthiness issues with the Customer's account or if the Customer requests any delay in delivery or is otherwise the cause of the delay, or if the delay or failure to ship results from a supply disruption or delivery delays by the manufacturer of Fluvirin®, Flucelvax® and Fluzone®. InSource reserves the right to substitute any other 2014-2015 FDA licensed and approved injectable influenza vaccine of equal or better age indication with the same terms and conditions for any or all of the influenza vaccine deliveries described herein.

Other standard terms shall apply. Customer will be required to pay the price identified below for any influenza vaccine that is shipped to and received by Customer.

Should InSource need to seek legal action to collect moneys due, it shall be entitled to recover all court costs and legal fees incurred in such action.

Your sole remedy in the event of non-delivery by InSource by the contracted date that results from a decision by the Centers for Disease Control and Prevention to control or direct the supply of Influenza vaccine for national health concerns, or if the Food and Drug Administration fails to approve vaccine for distribution on a timely basis, is to cancel this agreement. InSource will not be liable for incidental, consequential or special damages in connection with this agreement or any failure to deliver influenza vaccine. You acknowledge that InSource has made no representations or warranties in connection with the offer or sale of the influenza vaccine other than as set forth herein.

No modification or termination of this agreement shall be binding on either party unless it is in writing and signed by both parties. This agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law. The parties agree that any legal action or proceeding under or with respect to this agreement shall be brought in the state courts sitting in the State of New York, County of Suffolk. Customer expressly consents to the jurisdiction and venue of such courts for such purpose.

To accept this offer, please complete and sign in the appropriate space provided below promptly acknowledging your agreement to the terms. This offer will remain open for a limited time and may be terminated at the sole discretion of InSource at any time. If we do not receive a response from you by **June 30, 2014**, we will conclude that you do not want to take advantage of this offer. Upon acceptance of this executed agreement by InSource, the Customer will be notified of receipt and acceptance. We look forward to doing business with you this year and in future years.



**2014 Worry-Free Guarantee Influenza Vaccine
Program Offering**
Offer Expires 6/30/2014



Products Available:

- Fluvirin® Multi-Dose Vial, 4 years and older (TIV)
- Fluvirin® Prefilled Syringe, 4 years and older (TIV)
- Flucelvax® Prefilled Syringe, 18 years and older (TIV)

Benefits:

- ✓ Guaranteed Delivery by October 14, 2014
 - We offer you a 15% discount off the pricing described below on any portion we do not deliver by October 14, 2014 when you take delivery of the balance
- ✓ Payment Terms of December 26, 2014
- ✓ Return Privilege of 20%



Products Available:

- Fluzone® Quad Multi-Dose Vial, 6 months and older (QIV)
- Fluzone® Quad Single-Dose Vial, 36 months and older (QIV)
- Fluzone® Quad Prefilled Syringe, 36 months and older (QIV)
- Fluzone® Quad Pediatric Prefilled Syringe, 6 – 35 months (QIV)
- Fluzone® High-Dose Prefilled Syringe, 65 years and older (TIV)

Benefits:

- ✓ Guaranteed Delivery by October 30, 2014
 - We offer you a 10% discount off the pricing described below on any portion we do not deliver by October 30, 2014 when you take delivery of the balance
- ✓ Payment Terms of December 26, 2014
- ✓ Return Privilege of 20%

(TIV) = Trivalent Influenza Vaccine

(QIV) = Quadrivalent Influenza Vaccine



2014 Worry-Free Guarantee Influenza Vaccine Purchase Agreement Order Commitment

Novartis Flu Vaccines:

Fluvirin® MDV (TIV) (4 years of age and older)	# of Vials _____	# of Doses _____	\$ <u>70.80</u> * per MDV without FET
Fluvirin® Syringe (TIV) (4 years of age and older)	# of Packs _____	# of Doses _____	\$ <u>82.30</u> * per 10/Pk of Syringes without FET
Flucelvax® Syringe (TIV) (18 years of age and older)	# of Packs _____	# of Doses _____	\$ <u>82.30</u> * per 10/Pk of Syringes without FET

Sanofi Pasteur Flu Vaccines:

Fluzone® Quad MDV (QIV) (6 months of age and older)	# of Vials _____	# of Doses _____	\$ <u>149.50</u> * per MDV without FET
Fluzone® Quad SDV (QIV) (36 months of age and older)	# of Packs _____	# of Doses _____	\$ <u>165.50</u> * per 10 pack of SDVs without FET
Fluzone® Quad Syringe (QIV) (36 months of age and older)	# of Packs _____	# of Doses _____	\$ <u>157.50</u> * per 10 pack of Syringes without FET
Fluzone® Pediatric Quad Syringe (QIV) # of Packs _____ (6 – 35 months of age)	# of Doses _____		\$ <u>198.50</u> * per 10 pack of Syringes without FET
Fluzone High-Dose® Syringe (TIV) (65 years of age and older)	# of Packs _____	# of Doses _____	\$ <u>281.50</u> * per 10 pack of Syringes without FET

(TIV) = Trivalent Influenza Vaccine

(QIV) = Quadrivalent Influenza Vaccine

*Does Not include Federal Excise Tax of \$0.75 per dose (\$7.50 for 10 dose)

Acknowledged and Agreed:

_____ (Print Name) Signature of a Duly Authorized Representative*	_____ (Title) _____ (Date)
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Ship To #: _____ Fax # for confirmation: _____

Multiple Ship To Accounts? ☐ Yes ☐ No If Yes, please provide the additional Ship-To accounts and attach to contract.

Account Name: _____	Email for confirmation: _____
Account Address: _____	Sales Representative: _____

Days of the Week Available for Delivery: ☐ Tues ☐ Wed ☐ Thurs ☐ Fri

Office Hours for Delivery: _____

*If a corporation, an officer of the corporation must sign; if partnership, a partner must sign; if sole proprietorship, owner must sign. The representative signing this agreement hereby represents that he or she is duly authorized to sign this agreement on behalf of the Customer.

**Offer good on minimum purchase of 5 vials and/or packs of all flu vaccine brands. Returns must be in complete unopened vials or packs of syringes and are specific to brand. Returns will be in a form of a credit towards next year's flu purchases. Flu vaccine must be received back to InSource, Inc. between February 1 and March 1, 2015 for full returns credit.

Offer Expires 6/30/2014

Return this agreement to InSource using Fax# (800) 869-8895 or your sales consultant's Fax#