



## Premier Purchasing Group Contract Details

### About Premier

Premier Inc. (NASDAQ: PINC) is a national healthcare purchasing group for healthcare providers uniting an alliance of approximately 4,100 U.S. hospitals and health systems and more than 200,000 other providers and organizations.

The group leverages its purchasing power to benefit members and reduce costs while improving quality of patient care.

### The most successful Premier contracted suppliers are:

- Committed to delivering their best value on the national agreement
- Willing to listen to our members
- Flexible and creative
- Engaged and proactive
- Strategic in their planning and approach
- Reasonable and focused in their pursuits

### CONTRACT DETAILS:

**Contract Number:** PP-FA-2032

**Contact Name:** Furniture and Systems, Case Goods, Seating and Accessories

**Contract Begins:** January 1, 2024

**Contract Expires:** April 30, 2029

**Approved Products:** See Exhibit A-3 for listing of Special-T Products

- Tables (all types)
- Accessories
- Screens & Barriers
- Air Purification Systems

**Payment Terms:** 1% 10 Net 30 days

**Delivery Period:** 15 – 30 days ARO

**Authorized Dealer Listing:** See Exhibit C

**Reporting:** This contract requires quarterly sales reporting. It is imperative that copies of the end-user PO be provided to Special-T to support reporting responsibilities.

Dealers may be called upon for assistance in gathering required information to complete the report.

**Premier Members:** See monthly Membership listing in Rep Portal

**Price List:** August 2022 (January 2025 effective April 15, 2025)

**Minimum Order Amount:** No minimum requirement

**Dealer GM%:** up to 25% of net cost

**Dealer Spiff:** 3% on Net on Tier 1 orders; Negotiable on Tiers 2 - 4

**Ordering Instructions:**

- Use of this contract is for **Premier Members only**. Registration with Premier can be found on <https://www.premierinc.com/contact-us>
- Premier Members' purchase orders **must be made out to Special-T, LLC referencing the Premier Contract Price, Contract Number, the Authorized Dealer of Record, Facility GLN and Premier Entity Code, full billing and shipping address of Premier member.**
- Orders can be emailed to Special-T, LLC at [orders@specialt.net](mailto:orders@specialt.net)

**Contract #PP-FA-2032 Pricing Tiers:** Member sales and discount are based on annual volume. First year begins with Tier 1. Member will be moved to applicable higher Tiers #2 – 4 once annual volume level is achieved. Tiered discount to be re-evaluated on a calendar year basis (January 1 – December 31).

**Price Protection:** Except as set forth below, throughout the Term of this Agreement, Seller shall not decrease any of the product price discounts set forth in Exhibit A-3. Seller agrees to **hold list price in Exhibit A-3 firm through the first twelve (12) months of this Agreement**, after which list pricing can be updated annually not to exceed fifteen percent (15%) in the aggregate each year thereafter. Seller shall provide Premier with a minimum sixty (60) days prior written notice of any proposed list price changes to Products.

### **Contract Discount Structure (Includes Installation):**

VOLUME TIERS	TOTAL PRODUCT PURCHASES (Net \$ PER CALENDAR YEAR)	MEMBER DISCOUNT OFF LIST (Includes Installation)	DEALER COMMISSION
TIER 1	< \$50,000	35% off list	25%
TIER 2	≥ \$50,001 to < \$200,000	38% off list	25%
TIER 3	≥ \$ 200,001 to < \$500,000	41% off list	25%
TIER 4	≥ \$500,001	Negotiable	Negotiable

**Installation is included in the price of the Product(s).** Dealer is responsible for performing all tasks necessary to install the Product(s), including without limitation, uncrating, unpacking, removal of packing material, field assembly, interconnection, calibration and testing to ensure that the Product(s) conform(s) to the product specifications.

**Alternative Local Negotiation:** Premier Member can choose between national agreements, committed program offerings or custom contracts. Or use Premier contracts to facilitate their own local negotiations. (see below statement from Section 10.0 Fees, 10.1 Premier Administrative Fee, paragraph 3 of contract document.)

For purposes of this Agreement, a “Member Agreement” shall mean any local arrangement, local negotiation and/or direct agreement in effect between a Participating Member and Seller pertaining to the sale of Products that is entered into at any time prior to or during the Term of this Agreement.

**Local Custom Contract (Installation NOT included):** Orders requiring Installation by local dealer will be quoted as individual line item and negotiated separately between Dealer and Premier Member.

**All orders on Local Custom Contract require executed SPA document.**

VOLUME TIERS	TOTAL PRODUCT PURCHASES (Net \$ PER CALENDAR YEAR)	MEMBER DISC OFF LIST (Installation Quoted Separately)	DEALER COMMISSION
Tier 1	< \$50,000	52%	12%
Tier 2	≥ \$50,001 to < \$200,000	56%	11%
Tier 3	≥ \$ 200,001 to < \$500,000	57%	10%
Tier 4	≥ \$500,001	Negotiable	Negotiable

### **Freight Program for ALL Special-T/Safe-T Lines of Business:**

- Free freight on all orders over \$5,000 List
- \$195 freight fee on orders less than \$5,000 List - **PPD & Add to invoice.**

### **Return/Restocking Policy: See Exhibit G**

### **Special-T, LLC Warranty & Return Policy:**

Product returns are subject to the following conditions:

- All returns must be accompanied by a Return Merchandise Authorization Form (RMA). The RMA must be requested within thirty (30) days of the original invoice date.
- A 25% re-stocking fee and freight charges will be deducted from any refunds
- Products must be in new condition and packaged in the original cartons

### **The following items are non-returnable and non-refundable:**

- Table tops
- Power and Date units
- Closeout tables and bases
- Custom metal paint and Black Wrinkle finish
- Metal bases with irreversible alterations

Participating Member shall not be responsible for restocking fee for Products that are damaged, defective, recalled or shipped in error.

### **MARKETING; SALES SUPPORT; TRAINING:**

Seller representatives to call upon Participating Members on a periodic basis mutually agreed to by Seller and each individual Participating Member at no charge.

Seller Representatives will provide user training related to the Products, including without limitation, clinical training, applications, and in-service training, as reasonably required or requested by each Participating Member at no additional charge. The scheduling of training shall be coordinated directly with each Participating Member and shall accommodate all shifts that require training.

## Branch Codes for Discounting:

### Plan A: Contract Pricing with **Installation Included**

PMR-T1-35	35% Discount	
PMR-T2-38	38% Discount	
PMR-T3-41	41% Discount	
PMR-NEG	TBD Discount	Code used to accommodate any SPA

### Plan B: Local Contract with **Installation quoted separately**

PMR-LC-52	52% Discount
PMR-LC-56	56% Discount
PMR-LC-57	57% Discount
PMR-NEG	TBD Discount