

Haemonetics Corporation  
125 Summer Street  
Boston, MA  
02110  
United States  
[www.haemonetics.com](http://www.haemonetics.com)

Tel:781-848-7100  
Fax:781-348-7738

All sales of products and services to a third party by Haemonetics Corporation., including all of its direct and indirect subsidiaries in all North American geographic locations (collectively, the “Company”), are made on the following terms and conditions. In these Standard Terms of Sale (the “Terms”), any products sold by Seller to the customer named in the accompanying agreement, quotation or acknowledgment or confirmation of sale) are referred to as “Products” and any services sold by Seller to Customer are referred to as “Services.” The accompanying agreement, quotation or acknowledgment or confirmation of sale (the “Sales Confirmation”) and these Terms (collectively, the “Agreement”) comprise the entire agreement between Company and Customer, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions. For the avoidance of doubt, the Customer’s general terms and conditions of purchase are expressly excluded.

## 1. PURCHASES

### 1.1 General

Company agrees to sell and Customer agrees to buy Company products pursuant to the Terms at the prices set forth on the Sales Confirmation.

### 1.2 Price

The prices for any future order or shipment are subject to change without notice.

## 2. PAYMENT AND DELIVERY TERMS

### 2.1 Payment Terms

Payment is due 30 days from date of invoice. Amounts which are not paid when due are subject to a service charge of 1½% per month (18% simple interest per annum) on the outstanding principal balance. Payment for amounts due is accepted by check, ACH or wire transfer.

### 2.2 Shipment Stoppages

If Customer is in violation of the payment terms, then Company may discontinue filling any orders until full payment of any past due amounts, require a full or partial payment in advance, suspend its performance until any past due payments are made, or cancel the Customer's order(s).

### 2.3 Taxes

Customer is responsible for the payment of any taxes assessed. Customer shall pay when due all such taxes, whether due from Customer or collected by Customer, such as sales or withholding taxes. Customer shall provide all applicable tax exemption certificates immediately upon Company’s request.

### 2.4 Delivery

Delivery of Products is F.O.B. Origin, Company’s place of shipment. Freight and handling expenses are prepaid and add. Freight and handling costs associated with the initial installation or movement of Products between Customer locations shall be borne by Customer. Title and risk of loss pass to Customer upon delivery of the Products to Company’s place of shipment.

To the extent that the Sales Confirmation includes the purchase of Services, Company shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only and Customer shall cooperate with Company in all matters relating to the Services and provide such access to Customer’s premises as may reasonably be requested by Company for the purposes of performing the Services.

## 3. WARRANTY

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### 3.1 Proper Use

Customer shall use and store the products in a careful and proper manner consistent with Company's written instructions. Customer shall comply with all federal, state, municipal, and other applicable laws, ordinances, and regulations relating to the possession, maintenance, storage, use or disposal of the products. Failure to use the products in compliance with these terms voids all warranties. Only licensed and trained individuals may use the Products. Customer agrees to use the Product in accordance with all applicable laws, regulations and Company user manuals and guidelines and solely for their intended applications. Customer shall not modify the Products. Customer agrees to document and provide to Company all patient or user complaints regarding the Products.

### 3.2 Warranty

Company warrants to Customer that the Products when delivered F.O.B. Company' place of shipment (a) are free from defects in workmanship and materials, (b) conform to Company' published specifications in all material respects for the shelf life set forth on the original packaging, and (c) have been manufactured in a manner consistent with the United States Food and Drug Administration's current Good Manufacturing Practices set forth in FDA's quality system regulation at 21 C.F.R. Part 820. These warranties are contingent upon proper use of the Product in an application and individual for which it is intended and do not apply to any Product that is subjected to unusual physical or electrical stress, misuse, neglect, improper testing or storage, or modification. To the extent that the Sales Confirmation includes the purchase of Services, Company warrants that that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Company' entire liability and Customer's exclusive remedy for breach of any of the foregoing warranties is limited to repair or replacement of such Products or re-performance of the applicable Service in accordance with Section 3.3. **THE EXPRESS WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### 3.3 Warranty Claims

All warranty claims must be made in writing within 30 days of Customer's discovery of alleged defect. Such claims must be verified by an authorized representative of Company. On verification of the claims, Company shall correct such nonconformity by repair or replacement of the defective product. Prior to returning any defective product, Customer must obtain shipping instructions from Company.

### 3.4 Limitation of Liability

**CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF A COMPANY WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT OR RE-PERFORMANCE OF THE SERVICES AT COMPANY'S ELECTION. FOR ALL OTHER CLAIMS, COMPANY'S LIABILITY IS LIMITED TO AMOUNTS RECEIVED FROM CUSTOMER IN THE 12 MONTHS PRECEEDING THE CLAIM. EACH PARTY HEREBY WAIVES ANY IMPLIED REMEDIES, WARRANTIES, OR GUARANTIES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES OR INDIRECT OR CONSEQUENTIAL LOSSES OF ANY KIND, NATURE OR DESCRIPTION WHATSOEVER (INCLUDING ECONOMIC LOSSES OR LOST PROFITS) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR AS A RESULT OF ANY ACTIVITIES HEREUNDER, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.**

## 4. SECURITY AGREEMENT

### 4.1 Security Agreement

To secure the payment and performance of this Agreement, Customer hereby grants to Company a purchase money security interest in the Products sold hereunder until full payment for such Products (including deferred payments whether or not evidenced by a note or otherwise) has been received by Company. Company may file such financing statements and take all reasonable or necessary

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actions to perfect or protect Company' security interest in the collateral.

## **5. GENERAL**

### **5.1 Confidentiality**

Neither party shall use, divulge or convey, any sensitive, confidential or proprietary information, knowledge or data obtained in connection with this transaction, provided such information is marked confidential or if disclosed orally is identified in writing as confidential within five business days. Notwithstanding the foregoing, a party may disclose confidential information to affiliated entities or as required by law.

### **5.2 Obligation to Report**

The Customer acknowledges the prices paid for the product may include discounts that Customer must report to certain health care payers.

### **5.3 No Resale**

Customer shall not resell products to any third parties.

### **5.4 Controlling Term**

These terms shall govern in the event of a conflict with the provisions of any other document; including without limitation any purchase order or invoice. If Customer issues a purchase order for products, Company specifically rejects all terms and conditions of such purchase order except for the quantity ordered.

### **5.5 Amendments**

These terms may only be amended in a writing duly executed by all parties.

### **5.6 No Waiver**

No provision of these terms is waived by any party unless such waiver is in a writing duly executed by the waiving party. The waiver by either party of any breach of these terms shall not be construed to act as a waiver of any subsequent breach.

### **5.7 Remedies**

The failure or delay of either party to exercise any right, power or remedy shall not operate as a waiver thereof, and all rights, powers and remedies will continue in full force and effect. All rights, powers and remedies of both parties provided for in these terms are cumulative and non-exclusive, except as otherwise expressly provided.

### **5.8 No Invalidity**

If any term herein is held invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of any such provision in every other respect and the remaining terms shall not be impaired in any way.

### **5.9 Compliance with Law**

Each party shall comply with all applicable laws, statutes, rules and regulations of the United States of America and its constituent states, including, without limitation, the Arms Export Control Act, the Export Administration Act, the Foreign Corrupt Practices Act, U.S. economic sanctions regulations, U.S. anti-boycott laws and any applicable laws, regulations or rules respecting payments to healthcare providers.

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## **5.10 Governing Law**

This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Massachusetts except its rules in regard to choice of law.

## **5.11 Force Majeure Events**

Failure of either party to perform its obligations under these terms shall not subject such party to any liability to the other party if such failure is caused by any cause beyond the reasonable control of such nonperforming party, including, but not limited to, acts of God, fire, explosion, flood, drought, war, riot, sabotage, terrorism, embargo, strikes or other labor trouble or a national health emergency. Such force majeure event shall not excuse payment for Products or Services previously delivered.