

General Terms and Conditions of Sale

Article 1: Scope and Enforceability of the General Terms and Conditions of Sale

1.1: These General Terms and Conditions of Sale (hereafter "GTCS") are applicable to all sales of *Products* and *Equipment* (hereafter the "*Goods*") by Haemonetics consisting of, on the one hand, items of equipment, spare parts and accessories (the "*Equipment*") and, on the other hand, consumables, reagents and solutions (the "*Products*"), unless otherwise stipulated as a result of a written agreement duly signed between Haemonetics and the customer (hereafter the "*Customer*").

1.2: The act of placing an order and/or accepting the *Goods* ordered means that the *Customer* definitively, fully and unreservedly accepts these GTCS. The GTCS provided to the Customer on a date prior to these GTCS are deemed to be null and void and are replaced by these GTCS.

1.3: These GTCS are expressly approved and accepted by the Customer who declares and acknowledges being fully aware of them. As a result, these GTCS take precedence over the general conditions of purchase of the *Customer* and the *Customers* waives taking advantage of any contradictory document and in particular its own general conditions of purchase, unless they have been expressly accepted by Haemonetics. Any additions, crossings out, amendments or deletions made to these GTCS that are not approved by Haemonetics are null and void.

1.4: The fact that Haemonetics does not, at a particular time, avail itself of any of these GTCS cannot be interpreted as waiving the right to avail itself subsequently of any of said GTCS.

Article 2: Orders for Goods

2.1: Orders are definitive when they have been confirmed in writing by the *Customer* and accepted by Haemonetics.

2.2: Any order must indicate the Haemonetics reference for the *Goods* ordered, the quantity ordered at the prevailing rate, the delivery address and the invoicing address.

2.3: The *Customer* can only place an order for delivery sizes as specified by Haemonetics in accordance with the packaging imposed by Haemonetics.

2.4: Haemonetics reserves the right to make any amendment to the presentation and description of its *Goods* that it may deem appropriate to improve the *Goods*, without Haemonetics having to notify the *Customer*.

2.5: The benefit of the order is personal to the *Customer* and the *Goods* purchased cannot be assigned without the express agreement of Haemonetics.

Article 3: Shipment – delivery – acceptance - Returns of Goods

3.1: Terms and conditions

Delivery is made either by the direct handover of the *Goods* to the *Customer* or to the place indicated by the *Customer* on the order through a carrier. Under no circumstances will the carrier be authorised to provide other services than the delivery of the order in the strict sense. Deliveries are made carriage paid to the *Customer's* delivery address indicated on Haemonetics' order confirmation provided that the delivery destination is in the same country as the seat of the *Customer*. Any delivery is made at the door of the *Customer's* delivery address. The terms and conditions of deliveries made outside the territory where the *Customer* is based will be subject to a special agreement between Haemonetics and the *Customer*.

3.2: Lead times

The delivery lead time proposed to the *Customer* by Haemonetics is only given for information purposes and depends on Haemonetics's supply and transportation availabilities. If delivery lead times are not met, this cannot result in damages, withholdings or cancellation of the open orders. However, if, two months after the indicative delivery date, the *Goods* have not been delivered for any other reason than a case of Force Majeure, the sale can then be cancelled at the request of one of the parties.

An "express" delivery can be made at the specific request of the *Customer* (within 24 hours, for any order placed before 10.00 a.m.). In such a case, the costs and special conditions of such an "express" shipment will be invoiced to the *Customer* in accordance with the carrier's rates prevailing on receipt of the order by Haemonetics and will be stated on the invoice.

3.3: Risks and reservations at the time of acceptance

3.3.1: Acceptance occurs when the *Customer* signs the delivery receipt.

3.3.2: The *Customer* is responsible for checking that the *Goods* are in good condition at the time of delivery in terms of quality, quantities, references of the *Goods* and compliance with the order. No complaint will be accepted after a period of five days from the day of the delivery.

3.3.3: The *Customer* shall check the *Goods* delivered on arrival and, where applicable, make any reservation in the event of damage or missing item(s) in the forms and time frame prescribed by statutory law. It is the *Customer's* responsibility to assist in exercising any right of recourse against the carrier that Haemonetics may have. In the absence of such reservations, the *Goods* will be deemed accepted by the *Customer*.

3.3.4: The *Customer* undertakes not to delay acceptance of the *Goods*.

3.3.5: Notwithstanding the retention of title clause set out in Article 8 of these GTCS, all of the risks of losses of and damages to the *Goods* sold and the damage that they could cause are transferred to the *Customer* from the date of delivery of the *Goods*.

3.3.6: The *Customer* shall bear the cost of insurance following transfer of the risks, and undertakes to provide evidence to Haemonetics, if so requested, of the insurance policies covering the *Goods* delivered subject to retention of title.

Article 4: Prices

Unless special conditions are negotiated by Haemonetics with the *Customer*, the *Goods* are invoiced at the price prevailing on the day of the order. In the event of an error by the *Customer* on the order, Haemonetics reserves the right, with the *Customer's* agreement, to correct the *Customer's* error or to ask the *Customer* to issue a new order at the right price.

No discount will be given for early payment, with the details of the payment conditions being stated in the proposal issued by Haemonetics for the sales of Goods and sent to the *Customer* (hereinafter the *Quotation*). Unless otherwise indicated in the *Quotation*, prices are quoted in British pounds when the *Quotation* is issued by Haemonetics Ltd. (United Kingdom), in Swiss Francs when issued by Haemonetics S.A. (Switzerland) for end delivery in Switzerland, and in Euros in all other cases, and are deemed to be net, excluding taxes, carriage paid on the territory where the *Customer* is based in accordance with the prices provided to the *Customer* as part of a *Quotation*. The prices will be increased by the rate of VAT prevailing on the day of the order.

Haemonetics reserves the right to amend its prices at any time. However, it undertakes to invoice the *Goods* ordered at the prices indicated when the order is recorded.

Haemonetics shall apply standard delivery disposable charges as indicated on the *Quotation*, to cover administrative expenses. Absent such indications in the *Quotation*, standard delivery disposable charges are: £25 per shipment under £500, £20 per shipment equal or above £500 and below £1'000, £15 per shipment equal or above £1000.

The credit notes issued to the *Customer* can only be used to settle payable invoices issued to the *Customer* by Haemonetics. Any tax, duty, fee or other service provision to be paid pursuant to applicable regulations, or those of an importing country or a transit country are payable by the *Customer*.

Article 5: Payment – Late payment interest – Demands for collateral

5.1: Settlements shall be made by the due date stated on the invoice and, where this is not indicated, by thirty days from the date of issue of the invoice either by bank transfer or by bank cheque.

5.2: Any sum not paid by the due date shall automatically entail the application of late payment interest per calendar day, without prejudice to any other compensatory payment which Haemonetics reserves the right to claim. The late payment interest is calculated on the amount, including all taxes, of the sum still due, and runs from the due date of the invoice without any prior formal notice being necessary. If, within fifteen days of the implementation of the late payment clause, the *Customer* has not paid the sums still due, Haemonetics reserves the right to cancel the sale and it may entitle Haemonetics to be awarded damages. The cancellation will apply not only to the open order but also to all previous unpaid orders, whether they are delivered or in the process of being delivered and whether payment for them is due or not. If *Goods* that have not been paid for by the *Customer* have been used, Haemonetics reserves the right to claim any damages that it may deem appropriate to compensate for the damage suffered. When payment is by instalments, non-payment of just one instalment will result in the immediate payment of the whole of the debt, without formal notice.

5.3: Any deterioration in the *Customer's* solvency may justify the demand for collateral or a cash settlement before the shipment of orders received, or payment on delivery. This will be the case in particular if there is a change in the *Customer's* ability to pay or, in his/her/its professional activity (or, if the *Customer* is a

company, change in its managers or change in the form of the company), or if a transfer, lease, pledging or contribution of his/her/its business assets has an unfavourable effect on the *Customer's* solvency.

Article 6: Force Majeure and Act of God

Haemonetics may not be held liable if the non-performance or the delay in performing one of its obligations is the result of a case of Force Majeure or an act of God. In this regard, the Force Majeure is deemed to be any external, unforeseeable and irresistible event such as, in particular, fire, floods, interruption in the supply of energy, raw materials or spare parts, total or partial strike of any sort hindering the smooth running of the company, such as transport strikes, postal services strikes, inability to supply, etc. If such a situation should occur, Haemonetics undertakes to keep the *Customer* informed.

Article 7: Return of the Products and Equipment:

7.1: Returns: Only the *Products* and *Equipment* damaged during delivery or delivered in error by Haemonetics can be returned to Haemonetics, subject to Haemonetics' prior written agreement and compliance with the conditions described in Article 7.2 below.

Returns of *Equipment* can be authorised as part of Haemonetics' technical after sales service on the *Customer's* site at the conditions stipulated in the *Equipment* maintenance contract or in the *Quotations* or the work sheet issued by Haemonetics in the event of an after sales service outside of the maintenance contract. Refer to these conditions for the terms and conditions for any return of *Equipment*.

For any problem associated with the *Products*, particularly when using the *Products*, the *Customer* is asked to contact Haemonetics immediately and Haemonetics will advise the *Customer* of the appropriate procedure to be followed.

7.2 Terms and conditions for returning *Products* and *Equipment* (outside of after sales service): Subject to Haemonetics's agreement as mentioned above, Haemonetics is responsible for the costs of and risks relating to a return. Sterile *Products* must be returned in accordance with the conditions relating to the "Return Material Authorization" (RMA) procedure in their original box per the initial packaging, without markings and with an expiry date of more than 30 days.

The *Products* and *Equipment* returned shall be accompanied by a return slip, previously provided to the *Customer* by Haemonetics, to be affixed on the package. No exchange will be made or credit note issued if the *Customer* does not comply with the above-mentioned provisions. Unless there is a delivery error by Haemonetics, only the *Products* and *Equipment* where Haemonetics has noted that they are inappropriate for their use will give rise to an exchange or credit note.

Article 8: Retention of title clause Haemonetics retains ownership of the *Goods* sold until the price (principal sum and incidental amounts) has been fully paid. Notwithstanding the fact that the risk is transferred when the *Goods* are delivered to the *Customer*, ownership is only transferred once Haemonetics has received payment for the *Goods*. Haemonetics holds all of the property rights until Haemonetics has received full payment. Haemonetics is entitled to take back possession of the *Goods* in the *Customer's* possession or under his/her/its control in his/her/its premises if the *Customer* is in breach of one of the following obligations, including but not limited to if (i) the *Customer* should not make a payment due on its due date; or (ii) is insolvent or a debtor in formal or informal insolvency proceedings. The *Customer* must perform all of these actions and notify these actions in accordance with the national legislation of the relevant territory in order to guarantee and protect Haemonetics's debts vis-à-vis third party creditors. The return of *Products* by the *Customer* or the taking back of *Products* by Haemonetics does not relieve the *Customer* of his/her/its contractual obligations arising hereunder.

Article 9: Use of the Goods

The *Customer* undertakes to comply with, and to ensure compliance with, the storage requirements and directions for use that appear on the packaging and in the documentation accompanying the *Goods*. If these requirements/directions should not be complied with, Haemonetics would be entitled to take all measures to guarantee the quality level and the reputation of its *Goods*, to cancel the open orders and, for subsequent orders, to refuse the *Customer's* orders. In all cases, Haemonetics may not be held liable, for any reason whatsoever, each time that these directions for use have not been strictly complied with.

Article 10: Installation of the Equipment

Haemonetics will advise the *Customer* of the approximate delivery date of the *Equipment* to his/her/its premises and is responsible for installing the *Equipment* on site. The *Customer* must not, under any circumstances, unpack and/or install the *Equipment*. A meeting is held with the *Customer* so that a Haemonetics technician can commission the *Equipment*. Once the installation is complete, the Haemonetics technician carries out the acceptance testing procedure so as to demonstrate the correct operation of the *Equipment*. Following the acceptance testing, the technician will hand a commissioning certificate over to the *Customer*, to be signed by Haemonetics and the *Customer*. The date shown on the commissioning certificate triggers the warranty period and/or the invoicing of a possible leasing agreement.

Article 11: Warranty – Maintenance of the Equipment – Limitation of liability

11.1 Warranty on the Equipment: New *Equipment* is guaranteed against any defect in material or workmanship for a period of twelve (12) months from the first commissioning date. Reconditioned *Equipment* has the same warranty for a period of six (6) months. Interventions under the warranty cannot have the effect of prolonging the period of the warranty. Under the warranty, the only obligation incumbent on Haemonetics will be the repair or the exchange of the *Equipment* or of the component acknowledged as defective by its staff. To benefit from the warranty, any *Equipment* must be previously submitted to Haemonetics's after sales service, whose agreement is essential for any replacement. The warranty does not apply to defects that are obvious at the time of delivery. Also excluded are defects and damage caused by natural use or by an external event particularly incorrect assembly, defective maintenance, abnormal use, etc. or by a modification of the *Equipment* by the *Customer* not scheduled or specified in the instructions for use provided by Haemonetics. Preventative maintenance is not covered by this warranty.

11.2 Warranty on the Products: Without prejudice to the provisions of Article 7, the *Products* are guaranteed in accordance with the particulars stated on the packaging relating to the period for using and keeping them.

11.3 Limitation of liability: To the extent permitted by law, Haemonetics' total liability in respect of any and all claims brought by *Customer* against Haemonetics during a twelve-month period, shall not exceed the value of *Goods* purchased by *Customer* from Haemonetics during that twelve-month period.

Article 12: Intellectual property rights – Selling on the Goods

Haemonetics and all distinctive signs and names contained on the *Goods* are registered trademarks the use of which has not been granted to the *Customer* hereunder. These *GTCS* do not entail Haemonetics giving the *Customer* any licence or transfer of patent or any other industrial property rights or of rights to sell and/or distribute the *Goods* sold. The *Customer* must comply with all regulations and/or directives applicable to the use of the *Goods*.

Article 13: Jurisdiction and Venue

The contractual relationship between Haemonetics and the *Customer* is subject to the laws of the country of Haemonetics's registered address, as stated in the *Quotation*. In the absence of an amicable solution, any dispute will be submitted to the competent court of the place of Haemonetics' registered address, as stated in the *Quotation*, even in the event of the introduction of third parties or multiple defendants.