



# HAEMONETICS®

*THE Blood Management Company*

Haemonetics Corporation  
400 Wood Rd  
Braintree, MA  
02184  
United States  
[www.haemonetics.com](http://www.haemonetics.com)

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

## **1. PURCHASES**

### **1.1 General**

Haemonetics agrees to sell and Customer agrees to buy Haemonetics products under these terms and conditions.

### **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 Haemonetics 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 Haemonetics' request.

### **2.4 Delivery**

Delivery is F.O.B. Origin, Haemonetics 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.



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## **3. WARRANTY**

### **3.1 Proper Use**

Customer shall use and store the products in a careful and proper manner consistent with Haemonetics' 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.

### **3.2 Warranty**

WARRANTY TERMS ARE AVAILABLE AT [WWW.HAEMONETICS.COM](http://WWW.HAEMONETICS.COM) THE EXPRESS WARRANTIES PROVIDED 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 Haemonetics. On verification of the claims, Haemonetics shall correct such nonconformity by repair or replacement of the defective product. Prior to returning any defective product, Customer must obtain shipping instructions from Haemonetics.

### **3.4 Limitation of Liability**

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF A HAEMONETICS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT AT HAEMONETICS' ELECTION. FOR ALL OTHER CLAIMS, HAEMONETICS' LIABILITY IS LIMITED TO AMOUNTS RECEIVED FROM CUSTOMER IN THE 12 MONTHS PRECEDING 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 OR TORT DAMAGES, HOWEVER OCCASIONED.

## **4. SECURITY AGREEMENT**

### **4.1 Security Agreement**

To secure the payment and performance of this Agreement, Customer hereby grants to Haemonetics a purchase money security



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interest in the Consumables sold hereunder until full payment for such Consumables (including deferred payments whether or not evidenced by a note or otherwise) has been received by Haemonetics. Haemonetics may file such financing statements and take all reasonable or necessary actions to perfect or protect Haemonetics' 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 Terms**

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, Haemonetics 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**



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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.

## **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.