

## SELLER'S STANDARD TERMS AND CONDITIONS OF SALE

Seller accepts a purchase order from Buyer on the express condition that Buyer assents to the terms and conditions set forth below. Such assent shall be conclusively evidenced by Buyer's accepting delivery of shipment under such order or by Buyer's payment of the invoice covering such shipment. Seller hereby rejects and objects to any additional or different terms proposed by Buyer, including those contained in any document or purchase order provided by Buyer, unless Seller expressly and explicitly agrees and/or assents to such terms in writing.

1. No modification of these terms and conditions shall be of any force or effect unless signed by an officer of Seller. No specification, drawing, print or photograph prepared by Buyer relative to Buyer's purchase order shall be binding on Seller for any purpose unless signed by an officer of Seller.
2. Acceptance of any purchase order is subject to final credit approval by Seller in its sole discretion.
3. Delays in delivery due to action by governmental authority or public enemy, or acts of God will be considered force majeure events. Seller will make every effort to adhere to the delivery schedule specified in Buyer's purchase order but no obligation to do so is assumed.
4. Any excise, sales, use or similar taxes, excluding the medical device excise tax ("MDET") imposed by the laws of the United States, or of any state, municipality or other authority, which Seller may be required to pay, or to reimburse to others, by reason of the manufacture, ownership, use or sale of any products delivered hereunder shall be the responsibility of Buyer and Seller may invoice Buyer therefore as Seller may determine. To the extent applicable, tax-exempt Buyers must supply a copy of certificate or other appropriate documentation to Seller upon request. Supplier agrees to not invoice or otherwise pass on to any Member the MDET set forth in Section 4191 of the Internal Revenue Code unless required to do so by law. The Parties acknowledge and agree that Supplier is not required to do so.
5. After delivery of the products to the carrier, all risk of loss, damage, deterioration or destruction of the products described hereunder shall be borne by Buyer and any such loss, damage, deterioration or destruction shall not release Buyer from its obligations hereunder. Unless otherwise specified on Buyer's purchase order, shipment may be made by the method or carrier deemed most feasible by Seller.
6. Seller certifies that all products shipped or to be shipped hereunder will have been produced in conformity with the provisions of federal, state and local laws and regulations pursuant thereto.
7. Seller warrants to Buyer that the products shipped or to be shipped pursuant to Buyer's purchase order and manufactured by Seller are of uniform quality and conform to Seller's published specifications, and further warrants that the products are free from defects in material and workmanship and will operate within published specifications, under normal use, for a period of one year from the date of shipment. Subject to and excluding Seller's/Supplier's warranty in the Base Agreement, this warranty is expressly in lieu of all other warranties, express or implied, including any warranty with respect to non-infringement of the patent rights of others or any implied warranty of MERCHANTABILITY OR FITNESS FOR USE. Subject to and excluding Seller's/Supplier's indemnification obligations in the Base Agreement, Seller shall under no circumstances be liable for either incidental or consequential damages. Subject to and excluding Seller's/Supplier's warranty in the Base Agreement, with respect to tubes and other components not manufactured by Seller, the warranty in favor of Buyer shall be identical to that given Seller by its supplier. Without limitation to any of the foregoing or the Seller's rights generally, the warranty provided in these terms and conditions shall not apply to damages caused by the Buyer's (i) failure to operate, store, disinfect, sterilize or maintain (if applicable) products in accordance with any applicable specifications, manuals, or guidelines; or (ii) abuse, negligent, or intentional damage of products, including repeated failures where a pattern of abuse or misuse is evidenced.
8. Subject to and excluding Seller's/Supplier's warranty in the Base Agreement, Seller's liability for breach of warranty shall arise only upon return of the products claimed to be defective, after notice to Seller of the claimed breach and detailed description of such breach, and after Seller's determination that the products are defective under the terms of the warranty described above. Subject to and excluding Seller's/Supplier's warranty in the Base Agreement, Seller's liability shall be limited to the repair or replacement, other than fuses or batteries, of a like quantity of the same products free from such defects or, at Seller's option, to the refunding of the purchase price there for. If Seller supplies Buyer with an advance replacement product, and later determines that the products were not defective under the terms of the warranty herein or the Base Agreement, then Seller may, at its option, invoice Buyer for an exchange price in connection with the advance replacement product.
9. Subject to and excluding Seller's/Supplier's obligations in the Base Agreement, in no event shall Seller incur additional liabilities or warranties, including any indemnification, confidentiality, or insurance obligations, except as explicitly set forth herein or in an express agreement or writing among the parties.
10. Buyer assumes, except as above provided, all risks associated with the use and handling of the products and injuries to persons or damage to property which may result therefrom. Buyer acknowledges that it is a sophisticated merchant with adequate information about the goods being sold to make an informed, independent decision and evaluation regarding this agreement, and the price, quantity, and market conditions of the goods it is purchasing. Buyer acknowledges that it has not relied on any oral or written statements, representations, warranties, or assurances from Seller or its officers, directors, employees, agents, or consultants, except as expressly set forth in these terms and conditions. These terms and conditions constitute the entire agreement between Buyer and Seller.
11. Claims for shortages must be made within 5 working days after receipt of shipment. Any claim for non-receipt of all or part of Buyer's order shall be limited to the purchase price of the products not delivered. Claims for non-receipt of shipment must be made within 14 days after receipt of invoice.
12. Seller's payment terms are net 30 days, ExWorks. Peabody, Massachusetts (Incoterms 2000) Seller reserves all rights and remedies under law and equity. The sale and these terms and conditions shall be governed by and interpreted in accordance with the laws of Massachusetts, without reference to conflicts of laws principles. The Convention on Contracts for the International Sale of Goods shall not apply.

A restocking charge in the amount of 15% will be made on any product returned by the Buyer and accepted by the Seller for credit.