

General Terms and Conditions of Sale Asia

1. **TERMS:** These terms and conditions, together with any Distributor Agreement that may exist between Teleflex Medical and Distributor, constitute the complete conditions of sale ("Conditions") for the Products and may not be added to, modified, superseded or altered except by written agreement or modification signed by Teleflex Medical's authorized representative, notwithstanding any other additional or modifying terms or conditions which may now or in the future appear on Distributor's purchase order, acknowledgment or other forms (all of which are objected to by Teleflex Medical without future notification), and notwithstanding any shipments, tenders of delivery, acceptance of payments, or other similar acts of Teleflex Medical. Notification of objection to additional (or different) terms is given hereby. Distributor's acceptance of any performance by Teleflex Medical shall be taken as Distributor's acceptance of these terms and conditions.
2. **NO PERSON (EXCEPT AN OFFICER OF TELEFLEX MEDICAL) IS AUTHORIZED TO BIND TELEFLEX MEDICAL TO ANY ORDER EXCEPT ACCORDING TO THE TERMS AND CONDITIONS ON BOTH SIDES HEREOF.**
3. **SHIPMENT.** All shipments hereunder will be made in the Teleflex Medical's standard shipping practices to Distributor at Distributor's address as set forth on Distributor's purchase order. **Title and risk of loss to the Products purchased under this Agreement shall pass to Distributor upon and delivery thereof to the first carrier.**
4. **TAXES DUTIES.** Distributor shall bear all applicable federal, state, municipal and other government taxes (such as sales, value added, use, or similar taxes); all customs duties, and similar charges (any agent appointed for the purpose of importation of the Products shall be the agent of Distributor not Teleflex Medical); and all personal property taxes assessable on or with respect to the Products.
5. **CUSTOMS CLEARANCE.** Distributor shall perform the functions necessary to clear the Products through all non-United States customs and similar controls, and it shall arrange for the transportation of the Products from the Port of Entry to the Distributor or the purchaser within the Territory.
6. **PAYMENT.** Any payment not made to Teleflex Medical when due shall be subject to a carrying charge of one and one half percent (1 1/2%) per month on the unpaid balance until paid. Distributor shall have no right to offset any amount whatsoever against any payment or other obligation which Distributor may owe to Teleflex Medical under the terms hereof.
7. **CASUALTY AND AVAILABILITY OF SUPPLIES:** Delivery of all or any part of the Products is contingent upon Teleflex Medical's ability to obtain the Products, other goods, supplies, raw materials and services through its regular and usual sources of supply. If by reason of any contingency beyond Teleflex Medical's control, including (but not limited to) war, governmental requests, restrictions or regulations, fire, flood, casualty, accident, or other acts of God, strikes or other difficulties with employees, delay or inability to obtain goods (including the Products), labor, equipment, material and service through Teleflex Medical's usual sources, failure or refusal of any carrier to transport materials, delay in transport thereof, or any other similar occurrence, Teleflex Medical is not able to meet anticipated deliveries, Teleflex Medical shall not be liable therefore and may, in its discretion without prior notice to Distributor, postpone the delivery date(s) under this document for a time which is reasonable under all the circumstances. Teleflex Medical shall make commercially reasonable effort to notify Distributor of the delay in meeting anticipated deliveries.
8. **ACCEPTANCE.** Distributor shall inspect all Products promptly upon receipt thereof at the shipping destination and may reject any Products which fail in any significant respect to meet the specifications for such Product prevailing on the date of delivery in accordance with the Return Goods Policy established by Teleflex Medical a copy of which will be provided upon request.

9. **LIMITED WARRANTY, WARRANTY DISCLAIMERS AND LIMITATIONS OF REMEDIES AND LIABILITIES:** Teleflex Medical warrants that the Products which are manufactured by Teleflex Medical will be free from defects in materials and workmanship for the shelf life of the Products indicated by the lot number and the expiry date on the Products. Any Products determined by Teleflex Medical to be defective at time of delivery will be replaced, at Teleflex Medical's option at Teleflex Medical's point of shipment, shipment prepaid by Distributor, provided Distributor has acted in accordance with Paragraph 7 hereof. Teleflex Medical does not warrant against failures or damages caused in transit or by erosion, corrosion, misuse or improper use or application of the Products, use of the Products not in compliance with instructions or use of Products by untrained or unqualified persons.

Except as set forth above, Teleflex Medical makes NO OTHER WARRANTIES concerning the Products whatsoever. TELEFLEX MEDICAL DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE concerning the Products. Distributor acknowledges and agrees that Teleflex Medical's obligation described in this Paragraph 8 is the sole remedy bargained for by Distributor IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. In no event will Teleflex Medical's liability exceed the payment Teleflex Medical received from Distributor for the Products in question. Teleflex Medical's obligations described in this Paragraph shall be DISTRIBUTOR'S SOLE AND EXCLUSIVE REMEDY AGAINST TELEFLEX MEDICAL FOR ANY LIABILITY WITH RESPECT TO THE PRODUCTS WHETHER ANY CLAIM FOR RECOVERY IS BASED UPON OR ARISES OUT OF THEORIES OF CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE. Distributor agrees that NO OTHER REMEDY SHALL BE AVAILABLE to Distributor and that IN NO EVENT SHALL TELEFLEX MEDICAL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, (including without limitation loss of income, loss of time, loss of sales, cost or replacement items, claims asserted by Distributor's customers, injury to personal property, or injury to any person, whether or not occasioned by Teleflex Medical's negligence) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise, even if Teleflex Medical has been advised of the possibility of such damages. No accommodation by Teleflex Medical to Distributor, whether by attempt, effort or promise to repair or replace, and whether for sales policy or otherwise shall establish any additional liability of Teleflex Medical or any contract term inconsistent with the term herein. A suit based on any cause of action must be commenced within one year from the date of delivery of the Product in question.

10. **CANCELLATION:** Teleflex Medical may cancel or terminate all or part of any purchase order arising from or evidenced by this document immediately upon the happening of any of the following: Distributor's material delinquency of any of its obligations hereunder or with respect to any other order or transaction with Teleflex Medical; institution of any proceedings by or against Distributor, any of Distributor's property or majority shareholder of Distributor under any law dealing with bankruptcy, insolvency, receivership or other relief of debtors; Distributor's suspension or termination of business or assignment for the benefit of creditors; or any event, whether or not similar to the foregoing, which in Teleflex Medical's good faith belief materially impairs the prospect of payment or performance by Distributor hereunder. Teleflex Medical's rights to cancel or terminate set forth herein may be exercised by Teleflex Medical without liability.
11. **STATUTORY COMPLIANCE:** Teleflex Medical is not responsible for compliance with any laws, standards or specifications applicable to the Products, their delivery, use, handling, labeling, transportation or disposal, whether of general or particular application, unless Distributor has furnished specific written notice thereof prior to Teleflex Medical's entry of Distributor's order and the an officer of Teleflex Medical acknowledges in writing receipt and acceptance as a part of the order such law, standard or specification.
12. **PRODUCT LABELS AND MSDS INFORMATION:** Distributor acknowledges that it has received and is familiar with Teleflex Medical's and any manufacturer's labeling, Material Safety Data Sheet ("MSDS"), if applicable, and literature concerning the Products and Distributor shall be responsible for forwarding such information to its employees, agents, end-users and customers. Distributor shall not alter, modify, or repackage Products without obtaining Teleflex Medical's prior written approval. Distributor shall not remove or tamper with the original labels on any Products.
13. **PERMISSIBLE VARIATIONS:** Teleflex Medical has the right, without giving notice to Distributor, prior to the delivery of Products to Distributor to make any changes in the composition of the Products which, in the opinion of Teleflex Medical, does not affect the general characteristics or properties of the Products. In

addition, Teleflex Medical may make any change or variation in the Products which is within governmental or industry standards or specifications applicable at the time of manufacture without giving notice to Distributor. Distributor will accept any Products which may incorporate any changes in the composition or specifications, and any increase in price resulting from such change will be paid by Distributor.

14. **REPRESENTATIONS BY AGENT OR REPRESENTATIVE:** These Conditions shall govern the liability and obligations of Teleflex Medical in regard to the sale of Products, whether the sale was procured directly by Teleflex Medical or indirectly through an authorized sales representative. No agent, employee or representative of Teleflex Medical has any authority to bind Teleflex Medical to any additional or contrary affirmation or representation concerning the Products sold under this document. Unless an affirmation or representation is specifically included within these Conditions or is in writing signed by an officer of Teleflex Medical, it shall not be enforceable by Distributor or by any person claiming by or through Distributor.
15. **MISCELLANEOUS:** All sales are subject to approval by Teleflex Medical's credit department. Orders entered on Teleflex Medical's books cannot be countermanded nor deliveries deferred except with Teleflex Medical's written consent and upon terms that will indemnify Teleflex Medical against all loss. These Conditions will be governed by the local laws of Singapore unless an existing Distributor Agreement between the parties provides otherwise. If any of the provisions hereof shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. No right or interest hereunder shall be assigned or otherwise transferred by Distributor.

The individual rights and remedies of Teleflex Medical reserved in these Conditions shall be cumulative and additional to any other or further remedies provided in law or equity. Waiver by Teleflex Medical of performance or inaction with respect to Distributor's breach of any provision hereof, or failure of Teleflex Medical to enforce any provision hereof which may establish a defense or limitation of liability, shall not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision shall remain in full force and effect as written.

As used herein, "Distributor" and "Teleflex Medical" include the respective heirs, executors, personal representatives, successors and permitted assigns of each.

Customer Service Information:

For all Teleflex Medical branded products:

Customer Service hours are from 9:00 a.m. to 5:30 p.m. Eastern Time, Monday through Friday.

Mail to:

Teleflex Medical Asia, Pte. Ltd.
80 Marine Parade Road
#15-01/03 Parkway Parade
Singapore 449269

Phone: + 65-6447 5016

Fax: + 65-6447 0441

Email: singaporecustomerservice@teleflexmedical.com

Ordering Information:

The terms on our Acknowledgment and Invoices state Teleflex's entire contract. Teleflex shall not be bound by any different, additional or conflicting terms and conditions contained in Buyer's Purchase Order unless expressly agreed to in writing by Teleflex. Teleflex's Acknowledgment will not hereafter be subject to any change, modification or conflicting language without Teleflex's prior written consent."

Minimum orders per purchase order shall be \$2,500.00 for domestic Singapore and \$10,000.00 for all export customers.

Purchase Orders must specify the following when ordering:

- Teleflex Medical customer number
- Purchase Order number
- Billing and shipping address including freight forwarder info as applicable
- Shipping mode including carrier account numbers as applicable
- Payment Terms
- INCO terms – must indicate a three-letter INCO term plus the port/terminal
- Product Catalog number, description, pricing and quantity
- Special shipping instructions including 3rd party inspection requirements, documentation, etc.

Payment Terms:

Payment terms are established by the Teleflex Medical Accounts Receivable Department.

Freight and Shipments:

Unless otherwise stipulated, delivery of all products to third party dealers is EXW Teleflex Medical shipping point at the Distributor's expense.

In this case or any other case where we might use another INCO term , the title of the goods, all risk of loss, and all transportation and insurance cost passes to the buyer upon delivery to the first carrier.

Upon receipt of shipment, all products should be unpacked and inspected. Notification of short shipments and other shipping discrepancies must be reported to Teleflex Medical Customer Service within 90 days of invoice date using the discrepancy form, a copy of which is attached hereto ("Discrepancy Form") (a log number will be assigned to the customer for reference). Any damage should be noted on the freight bill and reported to the carrier.

Forwarder scheduling policy: once the order is ready to ship and communicated to the Distributor, it is the Distributor's responsibility to have its appointed freight forwarder confirm pick-up of the goods within 48 hours. If the freight forwarder does not confirm; Teleflex Medical reserves the right to use its in-house freight forwarder to carry out the shipment at the Distributor's expense.

Coated Catheters: purchase orders for this family of products must be submitted separately from other Arrow branded products. The transport mode must be air. For the Coated Catheters, if the Distributor has "ocean" as usual mode of transportation, we will ship these products "air collect". Teleflex will reimburse the Distributor for the difference between ocean and air (documents quotes have to be provided by the Distributor and submitted with a completed Discrepancy Form to request credit).

Delinquent Payments

In the event of nonpayment of an invoice, all interest, collection fees and/or legal fees incurred by Teleflex Medical will be added to the balance owed on the account, as permitted by law.

Pricing:

Current year pricing (pursuant to a Special Price Agreement ("SPA") or Price List ("PL")) is valid only for shipments scheduled to ship in the same calendar year and placed within the lead-time policy. Any order placed in one calendar year to be delivered in a subsequent calendar year will be priced at the subsequent calendar year's SPA or PL.

Purchase orders may not be processed if price discrepancies are found at order entry.

Lead Times* – Regular Stock Orders Dealers and Affiliates

The calculated lead-time is based on day of order entry. Lead time will not be adjusted due to receipt of non-conforming purchase orders. Calculations are based on calendar days; in the event that the lead time date falls on a weekend or holiday, the lead time should be extended to the 1st business day after the calculated lead time date.

- Made to Stock (MTS) Exports: 3 weeks
- Domestic: 24 hours from Order date
- Made to Order (MTO): 60 days + Transit Time
- Pumps: 6 weeks
- Instruments: 30 days
- Drop Ships from Malaysia: 60 days

As products become available, Teleflex Medical reserves the right to ship in advance of the stated lead time set forth above.

Arrow Shelf Life

The following Arrow brand product families will have a fourteen (14) month shelf life (using a 30 day month a 14 month policy would equate to 420 days) upon shipment out of Asheboro;

1. Wedge Pressure
2. Intra Aortic Balloons (IAB)
3. ARROWg⁺ard coated products
 - a. Multi Lumen
 - b. Single Lumen
 - c. Acute Catheters
 - d. Large Bore Catheters
 - e. MAC
4. Thermo dilution Catheters
5. Berman

Note: We reserve the right to ship anything between 390 – 420 days of remaining shelf life on an air freight basis and Teleflex Medical shall be responsible for the difference in freight cost based on Distributor's normal shipping method for such Products.

The Purchase Orders for any of the products noted in the table above must be submitted with a request of no greater than 420 days of shelf life.

The shelf life for all other Arrow brand product is 18 months or 540 days.

Return Goods Policy

Return Goods:

A Return Goods Authorization (RGA) number must be received from Teleflex Medical Customer Service prior to returning any Products. International customers may send their information by facsimile to + 65-6447 5019 within (90) calendar days of invoice date and must include:

- Invoice Number
- Purchase Order number
- Date of purchase
- Product catalog number
- Quantity of terms returned
- Lot or serial number
- Reason for Return

With the exception of defective Product and Teleflex Medical error, all authorized return shipments must be shipped freight prepaid. Upon issuance of the RGA number, the customer will be advised as to which Distribution Center to ship the products. Goods returned without an RGA number will not be accepted or credited. Teleflex Medical will not accept return shipments after 30 days of the RGA issue date.

Acceptable Returns and Credit Schedule

Reason for Return	Credit
Defective product	Invoiced price
Teleflex Medical shipping error	Invoiced price
Teleflex Medical order error	Invoiced price
Goods for sighting (<i>instruments only</i>)	Invoiced price
Pattern variation	Invoiced price
Customer order error	Invoiced price less 30%
Refused shipment (<i>not Teleflex Medical error</i>)	Invoiced price less 30%
Customer stock reduction (<i>approval from the appropriate RSM required</i>)	Invoiced price less 30%

Unacceptable Returns:

- Merchandise damaged in transit. The carrier is responsible and should be contacted by Distributor
- Custom, special order, MTO (made to order)
- Sterile products (regardless of shelf life)
- Products engraved, etched or labeled by Distributor or anyone other than Teleflex Medical
- Products not in the original packing or in less than sales unit quantity
- Products used or not in saleable condition
- Obsolete or discontinued product
- Private labeled products

- Non-sterile products with a designated shelf life having less than 12 month's duration

At the sole discretion of Teleflex Medical, any return shipments that do not comply with the above policy may be refused and returned to Distributor at its expense.

Shipment Discrepancies:

In the event that Distributor receives merchandise that does not match the Product described on the packing slip and/or purchase order acknowledgement issued by Teleflex Medical and the incorrect Products are discovered prior to acceptance of the delivery as set forth in Paragraph 7 of these Conditions:

- Distributor shall notify Teleflex Medical's Customer Service Department within 90 calendar days of invoice for such incorrect Products.
- Distributor shall communicate the discrepancy by filling in the Discrepancy Form and processing the Form through Customer Service.
- At its discretion, and taking into consideration cost effectiveness, Teleflex Medical shall issue a Return Authorization Number to be used by Distributor on all correspondence relating to the shipment containing incorrect Products.
- Distributor shall return any incorrect Product to Teleflex Medical, freight collect, within 10 working days of receipt of a Return Authorization Number.

Returns of Unsaleable Products:

Damaged Goods

EXW orders: If shipments arrive in broken or damaged condition, Distributor shall report this to its transportation/freight company and file its claim. Teleflex Medical shall not be responsible for issuing credits for the Products or for any transportation charges for the Products damaged in transit.

Defective Products

If any defective Product is discovered, Distributor shall notify Teleflex Medical's Product Complaint Department with details. At its discretion, Teleflex Medical shall authorize return of such Product for evaluation/review. If defective Product is to be returned, Distributor shall effect such return to Teleflex Medical, freight collect, within 10 working days of authorization from the Product Complaint Department. Teleflex Medical shall inspect the Products returned by Distributor and, if Teleflex Medical determines in its sole discretion that the Products are defective, Teleflex Medical shall at its option and expense, either repair or replace such properly rejected Products.

Expired Products

Teleflex Medical shall not issue credit or replace expired Products after the acceptance of the Products.

If Teleflex Medical issues a Return Authorization Number to have unexpired Product returned, Distributor shall return any unexpired Products to Teleflex Medical, freight prepaid. Teleflex Medical will not accept any authorized return shipments shipped after 30 calendar days of the Return Authorization Number issuance. Credit (net of discounts) shall be issued after receipt and inspection of the Products by Teleflex Medical and only if the Products are determined in Teleflex Medical's sole discretion to be in good, unused condition, and with an excess of 12 months of shelf life for non-sterile Products. A 30% restocking fee will be charged on such returns.

Proper disposal of Teleflex Medical Products

Distributor shall be responsible for the proper disposal of any of the Products that are returned to Distributor's specific location in accordance with the laws and regulations of the Territory relating to disposal of Products and any procedures established by Teleflex Medical from time to time regarding disposal of the Products.

Deviation from these Conditions is at the discretion of Teleflex Medical Senior Management. Disputes concerning this policy and its administration should be addressed to the Senior Vice President of AsLA.

RTP Customer Service Order/Shipment Discrepancy Form

The following form is intended to document customer order/shipment reporting to Teleflex Customer Service. Complete the form by providing the required information below and submit the document to your Customer Service Representative within 90 days of invoicing. **Please note that this form is NOT to be used in place of a Product/Technical Complaint Form.**

Date:		Contact Name:	
Customer Name:		Contact Email:	
Contact Phone:		Country:	
Invoice#:	TFX SO#:	Purch Order#:	

Order/Shipment Discrepancy Description:	<i>Please add lot numbers/quantities when reporting short/over shipments</i>
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To be completed by Teleflex personnel

Incident#

Resolution:	<i>Provide in-depth details of outcome (i.e. credit/debit amount, etc)</i>
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Please refer to page 1 of our T&Cs: "Distributor shall have no right to offset any amount whatsoever against any payment or other obligation which Distributor may owe to Teleflex Medical under the terms hereof."