United States

Standard Terms and Conditions of Sale – Products

These standard terms and conditions of sale ("Terms") apply to all orders received from and all sales made to customer ("Customer") by Teleflex LLC ("Teleflex"), a Teleflex Incorporated company, for products ("Products"). Teleflex’s offer to sell Products to Customer, and Teleflex’s acknowledgment of any purchase order or other Customer document ("Order") is hereby expressly limited to and conditioned on Customer’s acceptance of these Terms. The applicability of terms contained in Customer’s Order is limited to the identification and the quantity of Products ordered. Teleflex objects to and rejects all other terms in any form, that are different from or additional to these Terms, except that if a written contract is already in effect between Teleflex and Customer for purchase of the ordered Products, the terms of that contract will prevail to the extent that those terms are inconsistent with these Terms. Teleflex reserves the right to change these Terms at any time without notice. Any Orders placed after these Terms are changed will be subject to the amended Terms.

1. Credit Terms. If Customer qualifies, Teleflex may extend credit to Customer after approval of credit application, in which case Customer shall pay for Products in full based on the payment terms specified in Teleflex’s invoice. If at any time Customer’s financial condition becomes unsatisfactory to Teleflex, in Teleflex’s sole discretion, or if Customer fails to make any payment when due, in addition to any other rights Teleflex may have, Teleflex may defer or decline to make any shipments hereunder or may condition any such shipments on receipt of satisfactory security or cash payments in advance.

2. Orders. Order quantities must meet stated minimums for Products. Orders received with a value of less than $250.00 will be subject to a handling charge of $25.00. All Orders are subject to acceptance by Teleflex, which may be in writing or electronic record delivered to Customer or by shipping Products. Teleflex may accept any Order in whole or in part, and Teleflex’s shipment of less than all Products ordered will constitute acceptance of the Order only as to those Products shipped. Customer may cancel a pending Order, in whole or in part, for Products (other than special order, private label or otherwise custom Products) only by written notice to Teleflex Customer Service prior to Teleflex processing the Order. Any request to cancel an Order after processing is subject to Teleflex’s written approval, and Teleflex reserves the right to charge a restocking fee with respect thereto.

3. Taxes. Prices do not include any applicable taxes, tariffs, duties, fees, or charges of any type imposed by any governmental authority, whether federal, state, local or foreign, in connection with the Order. If applicable, a separate charge for any such taxes, tariffs, duties, fees or charges will be shown on Teleflex’s invoice, and Customer is responsible for, and agrees to, their payment in full (unless when the Order is submitted Customer provides Teleflex with an exemption certificate or other documents satisfactory to Teleflex and acceptable to taxing or custom authorities). Customer shall reimburse Teleflex the amount of any such taxes, tariffs, duties, fees or charges that Teleflex is required to prepay.

4. Delivery and Risk of Loss; Security Interest. Except as otherwise expressly stated herein, all deliveries will be F.O.B. Teleflex’s shipping point, and will be packed in Teleflex’s standard commercial shipping packages. Title and risk of loss will pass to Customer when Teleflex has delivered the Products to the carrier for shipment to Customer. Customer hereby grants to Teleflex, and its successors and assigns, a security interest in all Products until all amounts due or to become due under these Terms have been paid, and agrees, without further consideration, to execute and deliver all documents reasonably requested by Teleflex to perfect its security interest.

5. Shipping. All applicable shipping charges are the responsibility of Customer and will be prepaid by Teleflex and invoiced to Customer or paid directly by Customer. Shipping and delivery dates are estimates only. Teleflex reserves the right to fill Orders with multiple shipments. Products may be placed on backorder at Teleflex’s sole discretion, and if Product availability is limited for any reason, Teleflex may fill orders or otherwise allocate Products in any manner it deems appropriate. Under no circumstances will Teleflex be liable for failure to deliver or for Customer’s failure to receive Products by a certain date. Orders with requested shipment directly to a patient, temporary/mobile site or residential address will not be filled.

- **Standard Freight Terms.** Except for Products offered by Teleflex Interventional Urology (e.g., UroLift® System and related kits and accessories) ("Interventional Urology Products"), Teleflex will ship all Products via preferred standard ground service carriers with charges prepaid and invoiced to Customer and subject to the terms and conditions of Teleflex’s Value Ship Program, available at [www.teleflex.com/usa/services/value-ship/](http://www.teleflex.com/usa/services/value-ship/), unless Customer elects Collect terms in accordance with the procedures stated in the following paragraph. Customer is responsible for all applicable freight upgrades, including but not limited to any special level of service, handling or packaging, expedited freight charges, liftgate service and special delivery appointments, requested by Customer.

- **Third-Party Freight Programs.** To opt out of Teleflex’s Value Ship Program and participate in a third-party freight program, in which case applicable freight charges will be billed to Customer’s designated third-party freight collect account, Customer must submit a written request of its election to Teleflex at cs@teleflex.com no later than 10 calendar days after receipt of the invoice.
9. Limited Warranty. Unless a more specific limited warranty is expressly granted in the Instructions For Use, or Operating Manual if applicable, published by Teleflex for the Product (“Product Documentation”) (in which case such warranty governs), Teleflex warrants that, subject to the exceptions stated herein, each Product will substantially conform to the published specifications contained in the Product Documentation and will be free from defects in materials and workmanship, from the date of purchase until the expiration date printed on the Product’s packaging or, if no such expiration date applies, for one year from the date of purchase (as applicable, the “Warranty Period”). The foregoing warranty will be void and of no effect if the Product is: (a) stored, installed, maintained, operated or used in any manner inconsistent with the Product Documentation, (b) subjected to abuse, misuse, neglect, mishandling, accident or unusual physical or environmental (including but not limited to thermal or electrical) stress; or (c) repaired, altered or modified other than by Teleflex authorized
12. Intellectual Property Ownership. Subject to any license necessary for Customer's use of a Product that incorporates software, no transfer of any right, interest, ownership or any intellectual property will occur under these Terms. Teleflex or, if applicable, Teleflex's licensor retains all interest to software, modifications, improvements, upgrades, derivative works and all other intellectual property rights in connection with the software incorporated in or used by the Products. Customer will have no right to or interest in any Teleflex intellectual property, including but not limited to copyrights, trade secrets, know how, patents, websites, internet domain name registrations, trademarks or trade names, applied for, owned, used or claimed now or in the future by Teleflex, its affiliates or licensors.

13. Safe Medical Device Act. If Customer files with the U.S. Food and Drug Administration ("FDA") an FDA Form 3500A or a similar form of medical device report under the federal Safe Medical Device Act, regarding the Products or any part of the Products, then Customer shall simultaneously furnish to Teleflex a copy of the form or report. Customer shall maintain adequate tracking for the Products to enable Teleflex to meet the FDA requirements applicable to tracking of medical
14. **Fraud and Abuse.** Each party represents that it has never been debarred, excluded or suspended by the Office of Inspector General of the Department of Health and Human Services; otherwise deemed ineligible to participate in federal healthcare or procurement programs, or to the extent applicable, state healthcare or procurement programs; or convicted of a criminal offense regarding health care reimbursement.

15. **Discount Reporting Obligations.** If the pricing offered to Customer hereunder constitutes “a discount or other reduction in price” for purposes of the federal Anti-Kickback Statute (“AKS”) discount exception (42 U.S.C. §1320a-7b(b)(3)(A)) and the AKS discount safe harbor (42 C.F.R. §1001.952(h)), Customer shall disclose the discount or reduction in price to the full extent required under any state or federal program that provides cost or charge-based reimbursement to Customer for the Products. Customer may also be required, upon request, to provide documentation of the discount or other reduction in price to the Secretary of the Department of Health and Human Services and/or state agencies. Customer shall make written request to Teleflex if Customer requires additional information from Teleflex to meet its reporting requirements.

16. **Access to Books and Records.** Until the expiration of four years after the furnishing of services under these Terms, Teleflex shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, these Terms and such books, documents and records of Teleflex as are necessary to certify the nature and extent of the costs under these Terms. If Teleflex carries out any of its duties under these Terms through a subcontract, for the value or cost of $10,000 or more over a 12-month period, the subcontract must contain a clause placing the same duty on the subcontractor as these Terms place on Teleflex. If applicable law or regulations are effectively amended to increase or decrease the annual amount necessary to require this clause, the amount stated herein will be amended accordingly. Notwithstanding the presence of this section in these Terms, this section only applies if the actual dollar amount paid during any 12-month period equals or exceeds the government threshold amount.

17. **Confidentiality.** Teleflex may disclose confidential information to Customer, including but not limited to invoice terms, Product pricing and new product introductions. Customer shall not use, publish or disclose, or cause anyone else to use, publish or disclose, such confidential information without Teleflex’s prior written consent, except information subject to legal process or if Customer can demonstrate the information was already known to, independently developed by, or publicly available to Customer prior to Teleflex’s disclosure, or as otherwise permitted by these Terms. If disclosure is required by law, Customer agrees to provide prompt notice to Teleflex before any disclosure.

18. **Applicable Law and Venue.** These Terms and the transactions contemplated hereby are governed by, and to be construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to the sale of any Products hereunder. Any legal action relating to the Products shall be commenced and maintained exclusively before the Pennsylvania state court of record in Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. By purchasing the Products, Customer hereby submits to the jurisdiction of those courts and waives any right to challenge or otherwise raise questions of personal jurisdiction or venue in any action commenced or maintained therein. Each party hereby waives any right to jury trial in connection with any legal action in any way arising out of or related to these Terms.

19. **Assignment; No Third-Party Beneficiaries.** Customer shall not transfer or assign these Terms or any interest herein, by operation of law or otherwise, without Teleflex’s prior written consent. Any attempted transfer or assignment without such consent will be void. Teleflex may assign its rights and delegate its duties under these Terms. The rights and remedies conferred under these Terms apply only to Teleflex and Customer, and are not to be construed to inure to the benefit of or to provide any right of action to any other person or entity, including but not limited to any patient or third-party payor.

20. **Miscellaneous.** These Terms contain the entire agreement, and supersede any prior written or oral agreements or understandings, between Teleflex and Customer regarding the subject matter hereof. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of these Terms. No failure by Teleflex to insist on strict performance of any of term or condition hereof will constitute a waiver of such term or condition or any breach thereof, nor will such failure in any way affect Teleflex’s legal remedies regarding any default by Customer hereunder. No addition to or waiver, modification or cancellation of any provision of these Terms will be binding upon Teleflex unless in writing and signed by a duly authorized representative of Teleflex. If any provision of these Terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will, to the extent permitted by law, not in any way be affected or impaired thereby.