

STANDARD TERMS & CONDITIONS

Seller's acknowledgement of or shipment under this Purchase Order Contract ("P.O.") shall constitute Seller's acceptance of all the P.O. terms and conditions. Terumo BCT, Inc. expressly limits acceptance of the P.O. to the terms and conditions set forth on the face and reverse of this P.O. and on any attachments hereto which are signed by a duly authorized representative of Terumo BCT, Inc.

P.O. CONSTITUTES COMPLETE AGREEMENT	This P.O. consisting of the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete and final agreement between Terumo BCT, Inc. and Seller. Reference to Seller's bids or proposals, if noted on this P.O. shall not affect or add to the terms and conditions hereof, unless specifically provided to the contrary herein, and no other agreement or quotation in any way modifying any of said terms and conditions will be binding upon Terumo BCT, Inc. unless made in writing and signed by an authorized representative of Terumo BCT, Inc. THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS CONTRACT SHALL BE A PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.
ASSIGNMENTS AND SUBCONTRACTS	Seller shall not assign any account receivable attributable to the P.O. or subcontract this P.O. or any right or obligation hereunder, without the prior written consent of Terumo BCT, Inc. Purchases of goods and materials normally purchased by Seller or required by this P.O. shall not be construed as assignments or subcontracts.
CASH DISCOUNT OR NET PAYMENT	Calculations will be from the date an acceptable invoice is received by Terumo BCT, Inc. Any other payment arrangement agreed upon must appear on both this P.O. and on the invoice.
EQUAL EMPLOYMENT OPPORTUNITY, REHABILITATION ACT & VIETNAM ERA VETERANS ACT	The terms and conditions of Executive Order 11246, as amended, governing equal employment opportunity, and Section 503 of The Rehabilitation Acts of 1973, as amended (29USC793), and Section 402 of The Vietnam Era Veteran's Readjustment Assistance Act of 1974 (38USC2012), and The Immigration Reform and Control Act of 1986 (IRCA), along with rules and regulations promulgated thereunder, are incorporated herein as part of this P.O. with which Seller represents that Seller will comply, to the extent applicable.
SMALL BUSINESS CONCERNS AND MINORITY BUSINESS ENTERPRISES	To the extent applicable there are hereby incorporated the provisions of the United States Government's Procurement Regulations governing Utilization of Small Business Concerns and Utilization of Minority Business Enterprises in the performance of work and rendition of services under Government procurement contracts.
Terumo BCT, INC. PARTS	All goods and materials sold or consigned by Terumo BCT, Inc. to Seller for incorporation in work being performed for Terumo BCT, Inc. shall be solely for such purposes.
PATENTS	Seller will protect and indemnify Terumo BCT, Inc. from and settle or defend at Seller's expense (including payment of any damages, costs, fines and reasonable attorney's fees) all proceedings or claims relating to the goods and materials or any part or use thereof, furnished under this P.O. brought against Terumo BCT, Inc. and its customers, for infringement or alleged infringement of trade secrets or other proprietary rights or of patents (including utility models and registered designs) now or hereafter granted in the United States or in any country where Terumo BCT, Inc. sells such goods and materials or products incorporating such goods and materials.
QUALITY	Goods and materials are subject to Terumo BCT, Inc. inspection and approval within a reasonable time after delivery. If the applicable specifications are not met, goods and materials may be returned at Seller's expense and risk. Terumo BCT, Inc. may purchase replacement goods and materials elsewhere for goods and materials so returned and charged Seller with any loss incurred, including any increased cost of replacement goods and materials. Payment shall not constitute an acceptance of the goods and materials nor impair any of Terumo BCT, Inc.'s remedies, including its right to inspect. In addition, Seller will notify Terumo BCT, Inc. in writing whenever any change to the goods or materials is proposed and such change will be subject to approval by Terumo BCT, Inc. for compliance with FDA regulations regarding Good Manufacturing Practices for medical devices.
SHIPMENT	Delivery must be made not later than the time stated on this P.O. failing which, Terumo BCT, Inc. reserves the right to purchase elsewhere and charge Seller with any loss incurred, including increased cost of replacement goods and materials, unless delay in making shipment is due to unforeseeable causes beyond the control, and without the fault or negligence, of Seller, and Seller promptly gives notice of such delay to Terumo BCT, Inc. provided however that Terumo BCT, Inc. reserves the right to cancel the order entirely if shipment is delayed for any reason for more than 90 days from the date stated on the P.O.
TAXES	Seller agrees to pay any taxes imposed by law upon or on account of goods and materials ordered hereunder unless otherwise agreed, except for taxes based on net income, which are assessed by Terumo BCT, Inc.
TOOLS	Tolls of any kind held by Seller for making Terumo BCT, Inc. parts must be repaired by Seller's expense.
TRANSPORTATION INSTRUCTIONS	Routing – see "FREIGHT" and "SHIPPING" instruction on front side of purchase order. Premium Transportation – Seller agrees to bear the expense of any premium transportation charges unless otherwise provided in the P.O.
WARRANTY	Seller warrants that in the production and delivery of goods and materials to be purchased hereunder and in the rendition of services called hereunder, Seller has complied and will comply with all applicable statutes of the United States and regulations issued thereunder, including without limitation all applicable provisions of the Fair Labor Standards Act of 1938 of the United States as amended, and all statutes and regulations of any state, territory or other duly constituted public authority or political subdivision thereof, wherein the work called for hereunder was or shall be performed. SELLER WARRANTS ALL GOODS AND MATERIALS DELIVERED PURSUANT TO THIS P.O. TO BE FREE FROM DEFECTS OF MATERIAL OR WORKMANSHIP AND TO CONFORM STRICTLY TO THE APPLICABLE SPECIFICATIONS. THE SELLER AGREES TO HEREBY GUARANTEE THAT NO GOODS DELIVERED ARE ADULTERATED OR MISBRANDED WITHIN THE MEANING OF THE FEDERAL FOOD, DRUG, AND COSMETIC ACT, AND ARE NOT AN ARTICLE WHICH MAY NOT, UNDER THE PROVISIONS OF SECTION 404, 505, OR 512 OF THE ACT, BE INTRODUCED INTO INTERSTATE COMMERCE. THIS WARRANTY SHALL SURVIVE ANY INSPECTION, DELIVERY, ACCEPTANCE OR PAYMENT BY Terumo BCT, INC. FOR THE GOODS AND MATERIALS.
WORKERS COMPENSATION	Seller shall indemnify and hold Terumo BCT, Inc. harmless from and against any and all damages and costs (including reasonable attorney's fees) incurred by Terumo BCT, Inc. as a result of any failure by Seller to maintain Worker's Compensation or Disability Benefits Insurance.
ALLOCATIONS	In the event of a partial failure of Seller's sources of supply of the goods and materials purchased hereunder, Seller will first meet all of Terumo BCT, Inc.'s requirements hereunder prior to any allocation among customers under Section 2-615 of the Uniform Commercial Code.
PACKAGING	Seller agrees to package goods in a manner which meets NMFC standards at a minimum, consistent with transportation medium to be used.