BAXTER HEALTHCARE CORPORATION ("BAXTER")

U.S. GOVERNMENT FACILITIES ONLY

BIOLOGIC MESH & ORTHOBIOLOGICS STANDARD TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") APPLY TO THE DIRECT PURCHASE OF BAXTER’S BIOLOGIC MESH AND ORTHOBIOLOGICS PRODUCTS ("PRODUCTS") BY U.S. GOVERNMENT FACILITIES. ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, WHICH ARE ACCEPTED BY THE CUSTOMER UPON RECEIPT AND ACCEPTANCE OF BIOLOGIC MESH AND ORTHOBIOLOGICS PRODUCTS DELIVERED BY A BAXTER SALES REPRESENTATIVE. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON BAXTER UNLESS AGREED TO IN WRITING AND SIGNED BY AN AUTHORIZED EMPLOYEE OF BAXTER, OR UNLESS A SEPARATE BIOLOGIC MESH OR ORTHOBIOLOGICS PRODUCT PURCHASE AGREEMENT OR OTHER APPLICABLE SALES DOCUMENT HAS BEEN SIGNED, IN WHICH CASE, SUCH SALES DOCUMENT SHALL GOVERN IN THE EVENT OF AN EXPRESS CONFLICT WITH THESE TERMS AND CONDITIONS.

BAXTER RESERVES THE RIGHT AT ANY TIME TO AMEND THESE TERMS AND CONDITIONS. IT IS THE CUSTOMER’S RESPONSIBILITY TO REVIEW THESE TERMS AND CONDITIONS PRIOR TO RECEIPT AND ACCEPTANCE OF PRODUCTS. BAXTER HAS NO RESPONSIBILITY TO NOTIFY CUSTOMER OF ANY CHANGES PRIOR TO THE EFFECTIVE DATE OF THE CHANGES. CUSTOMER SHALL BE DEEMED TO ACCEPT SUCH AMENDED TERMS AND CONDITIONS BY RECEIVING AND ACCEPTING PRODUCTS AFTER THE DATE OF SUCH AMENDMENT.

1. **Conditions of Sale.** Baxter agrees to sell the Products to Customer provided that Customer is in full compliance with these Terms and Conditions. Customer agrees to purchase the Products for use within the United States for the benefit of patients for whom a doctor has ordered its use.

2. **Licenses.** Customer agrees that it and its network of facilities, will maintain all licenses necessary for the purchase and dispensing of the prescription Products (e.g. state pharmacy license, physician’s license etc.) and will forward a copy of such license(s) to Baxter upon request. The Products purchased under these Terms and Conditions are not for resale, barter or trade to other purchasers of such products without the prior written consent of Baxter.

3. **Title; Risk of Loss.** Title to Products under these Terms and Conditions will pass from Baxter to Customer upon receipt and acceptance of Products. Customer shall bear all risks or loss or damage to the Products (and all associated cost or expenses) from any cause from the date of delivery to Customer until return to Baxter, except to the extent that such loss or damage arises out of or results from the negligent or wrongful acts of Baxter, its employees or agents or the breach of Baxter of its obligations under these Terms and Conditions.

4. **Return Goods Policy.** Baxter can accept for credit only those Products that (a) do not perform pursuant to Baxter’s specifications for the Products, (b) may have been damaged during transportation, or (c) Customer may have received in error. Return of the Products must be authorized before any returns will be accepted. Customer shall contact Baxter’s Customer Service Department at 800.423.2090 for instructions on the return procedure to be followed.

5. **Warranty.** Baxter and its affiliates warrant that Products shipped or delivered to Customer will not, at the time of shipment by Baxter or its affiliates, be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, nor will such Products be an article which may not, under provisions of sections 404 and 505 of said act, be introduced into interstate commerce. Baxter and its affiliates further represent and warrant that all Products delivered to Customer when stored and used in accordance with the directions on the labeling, are fit for the purposes and indications described in the labeling. Unless the Products are used in accordance with their...
instructions, these warranties are void and of no effect. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BAXTER AND ITS AFFILIATES’ SOLE OBLIGATION AND CUSTOMER’S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE, AT BAXTER’S OPTION, TO REPAIR OR REPLACE THE PRODUCTS. NEITHER BAXTER NOR ITS AFFILIATES SHALL BE LIABLE FOR PROXIMATE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, COST OF REPLACEMENT, OR COMMERCIAL LOSS) ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE PRODUCTS SOLD HEREUNDER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Product Supply.** Baxter reserves the right, in its sole discretion, to stop offering any of the Products for sale without affecting these Terms and Conditions or the supply of other Products hereunder.

7. **Severability.** In the event any portion of these Terms and Conditions are declared void or invalid by a court or tribunal of competent jurisdiction, such provision shall be modified or severed, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially these Terms and Conditions or the obligations of the parties, in which case these Terms and Conditions may be immediately terminated.

8. **Complete Agreement.** These Terms and Conditions contain the full and complete expression of the rights and obligations of the parties, and it shall cancel and supersede all other written or oral communications heretofore made by the parties (including their affiliates) related to the subject matter hereof. None of these Terms and Conditions shall be deemed to be waived by either party or amended unless such waiver or amendment is written and signed by both parties and recites specifically that it is a waiver of, or amendment to, these Terms and Conditions.
## VERITAS / ACTIFUSE Bill Only Purchase Order Form - U.S. Federal Government Accounts

<table>
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<th>Purchase Order #</th>
<th>Credit Card #</th>
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### Customer Information

- Account Name: 
- Account Number: 
- Account Ship To Address: 
- City, State and Zip: 
- Authorized By (Signature Required): 
- Authorized By (Printed Name): 
- Phone Number: 

*Pricing will be validated by office prior to order acceptance. Pricing on VERITAS / ACTIFUSE Bill Only PO Form may be superseded by contract.

### Office Use Only

- Original SO#: 
- Credit/Debit SO#: 
- Entered by: 
- Posted/Printed by: 
- Remarks: 
- Original Invoice #: 
- Invoice Number: 
- Date Entered: 
- Date: 

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**Baxter Healthcare Corporation**
**Phone:** 800-423-2090
**Orthobiologics@Baxter.com**

If Purchase Order is attached, please verify that the Credit Card Number and Expiration Date are provided.

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