



FEMCARE



REV. DATE 28/JAN/2020 UK

(FEMCARE/UTMD)

UTAH MEDICAL PRODUCTS

Orders

To ensure accurate processing of your order, please provide the following information:

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| 1. Purchase order number | 5. Quantity and price |
| 2. Name and address of hospital/clinic for both shipping and billing purposes | 6. Shipping insurance and special shipping instructions, if applicable |
| 3. Telephone and fax number (when applicable) | 7. Signed exemption certificate, if tax exempt |
| 4. Product description and part number | |

Minimum order is one (1) box or case. To place an order, contact Customer Service by phone, fax, mail, or email:

Femcare Ltd (FEMCARE)
32 Premier Way
Abbey Park Industrial Estate
Romsey, Hampshire, SO51 9DQ United Kingdom

Phone: +44 (0)1794 525100
Fax: +44 (0)1794 525101
E-Mail: customerservice@femcare.co.uk

Utah Medical Products Ltd (UTMD)
Athlone Business & Technology Park
Athlone, Co. Westmeath, N37 XK74 Ireland

Phone: +353 90 6473932
Fax: +353 90 6475608
E-Mail: customerservice_ireland@utahmed.com

Standard Terms & Conditions of Sale (T&C)

The T&C below supersede the terms and conditions of any customer purchase orders or similar documents with respect to the purchase of FEMCARE/UTMD products listed on the order acknowledgement or invoice, except as per paragraph 12 below. No terms or provisions of any purchase orders or similar documents submitted by the Purchaser and no waiver, alteration, modification of any of the terms and provisions below shall be effective or binding on FEMCARE/UTMD, unless in writing and signed by an authorized officer of FEMCARE/UTMD. Acceptance of the products by Purchaser constitutes an agreement by Purchaser to be bound by these T&C.

- Acceptance of Orders** - All customer purchase orders are subject to acceptance by FEMCARE/UTMD.
- Terms of Payment** - Standard terms are net thirty (30) days from date of invoice, which is the date of shipment from FEMCARE/UTMD. Payment terms may be modified at FEMCARE/UTMD discretion depending on customer's financial status. FEMCARE/UTMD reserves the right to charge a service charge of 1.5% per month (or the maximum rate permitted by law, if less) on unpaid balances over thirty days. Purchaser agrees to reimburse FEMCARE/UTMD for any legal fees incurred by FEMCARE/UTMD to collect amounts to which it is entitled.
- Product Specifications** - FEMCARE/UTMD reserves the right to change or modify product specifications for its standard products in its sole discretion from time to time provided, however, that no such change or modification shall be applicable to orders previously accepted by FEMCARE/UTMD. Changes in specifications to custom products shall be made only with prior mutual agreement of Purchaser and FEMCARE/UTMD.
- Product Liability Indemnification** - Upon written notice to FEMCARE/UTMD provided within thirty (30) days of the date Purchaser first learns of a potential claim arising out of the use of FEMCARE/UTMD's product, FEMCARE/UTMD shall indemnify, save harmless, and at Purchaser's written request defend Purchaser against any and all claims, loss, damages, liabilities, costs, expenses (including reasonable attorneys' fees) incurred in connection with personal injury (including death) or damage to property caused by a defect in a FEMCARE/UTMD product or the willful misconduct or negligence of FEMCARE/UTMD or its agents or employees; provided, however, that FEMCARE/UTMD shall have no obligation to indemnify a Purchaser with respect to any Claim arising out of the negligence or willful misconduct of such Purchaser or its employees, agents and partners; such negligence or willful misconduct shall include, without limitation, use of a FEMCARE/UTMD product other than as labeled and/or other than in a manner consistent with the product's Instructions for Use. A Purchaser shall be entitled to indemnify hereunder only if: (i) the Purchaser notifies FEMCARE/UTMD promptly in writing within thirty (30) days of the date Purchaser first learns of a Claim or potential Claim; (ii) FEMCARE/UTMD has sole control over the defense of the Claim and any negotiation for its settlement or compromise; (iii) the Purchaser has not taken and does not take any action that is contrary to FEMCARE/UTMD's interest; and (iv) the Purchaser cooperates with FEMCARE/UTMD in the investigation and defense of any Claim covered by this indemnity. In the event that a Claim is caused by the negligence of FEMCARE/UTMD and Purchaser (or their respective employees and agents), FEMCARE/UTMD and Purchaser agree that liability for such Claim shall be allocated between them based on a comparative negligence standard.
- Other Indemnification** - FEMCARE/UTMD shall also indemnify Purchaser from any third party claims of infringement of any copyright or patent related to Purchaser's use of FEMCARE/UTMD's products.

6. **Warranty, Disclaimer and Limitation of Liability** - FEMCARE/UTMD warrants its Products from date of shipment to be free from defects in workmanship and material, and in material compliance with all published product specifications in effect on the date of shipment for a period of thirty (30) days for supplies, or for twelve (12) or twenty-four (24) months, as applicable per the operator's manual, for equipment. FEMCARE/UTMD also warrants its sterile products to be sterile for the period designated on the product label as long as the pouch containing such device has not been opened or damaged. During the warranty period FEMCARE/UTMD shall, at its option, replace any products shown to FEMCARE/UTMD's reasonable satisfaction to be defective at no expense to the Purchaser or refund the purchase price. The foregoing remedies shall be Purchaser's sole and exclusive remedies under this warranty. In the event that Purchaser makes any modifications or alterations to the Products, the foregoing warranties shall be void and of no further force or effect. EXCEPT FOR THE FOREGOING WARRANTIES, THE PRODUCTS ARE SOLD AS-IS AND WITHOUT ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER. FEMCARE/UTMD HAS NOT MADE AND DOES NOT MAKE ANY OTHER REPRESENTATION, WARRANTY, GUARANTY, OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE DESIGN, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF THE PRODUCTS IN ANY RESPECT, UNDER NO CIRCUMSTANCES AND IN NO EVENT WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE SHALL FEMCARE/UTMD BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC LOSS. IN NO EVENT SHALL FEMCARE/UTMD'S LIABILITY TO THE PURCHASER WITH RESPECT TO THIS WARRANTY WITH RESPECT TO THE PURCHASE OF A PRODUCT EXCEED THE PURCHASE PRICE FOR SUCH PRODUCT.
7. **Returns** - Purchaser must obtain a return authorization number from FEMCARE/UTMD Customer Service prior to returning any products. To qualify for credit, products must be returned, transportation prepaid, within thirty (30) days of receipt of the RGA number issue date in same condition as received, and in original cartons. Restocking charges may be imposed for any product which is returned after more than 30 days from the original shipment date.
8. **Taxes** - The amount of any present or future federal, state, or local taxes required to be collected or paid by FEMCARE/UTMD will be added to the invoice and paid by the Purchaser. Tax exempt institutions must provide FEMCARE/UTMD with a signed tax exemption certificate, or taxes will be added to the invoice.
9. **Shipment Policies** - All products are sold F.O.B. FEMCARE's Romsey UK facility or UTMD's Athlone Ireland facility, as applicable, and shipped via United Parcel Service or best way, unless specified in advance per Paragraph 12 below. Freight charges will be prepaid by FEMCARE/UTMD and added to the invoice. FEMCARE/UTMD reserves the right to make deliveries through its own means where possible. Insurance, if required, must be specified by purchaser at its own cost. FEMCARE/UTMD shall not be liable and assumes no responsibility for any loss or damage sustained by Purchaser due to inability to meet a specified delivery date. Shipping discrepancies must be reported within ten (10) days from receipt of merchandise. FEMCARE/UTMD reserves the right to hold shipments of new orders if Purchaser is delinquent in making payment for prior orders.
10. **Cancellations** - Custom orders cannot be cancelled after acceptance by FEMCARE/UTMD except upon terms that will fully compensate FEMCARE/UTMD's incurred costs for materials that cannot be used in other devices.
11. **Force Majeure** - FEMCARE/UTMD shall not be liable for loss, damage, delay, or failure to deliver caused by accident, labor disputes, flood, earthquakes, riots, fire, civil commotion insurrection, war, the elements, embargoes, failure of carriers, inability to obtain transportation facilities, government regulations, acts of God or the public enemy or limitations of FEMCARE/UTMD or its suppliers, production or marketing activities or any other causes or contingencies beyond its control.
12. **Entire Agreement, Amendments, Special Terms** - This Agreement contains the entire and only agreement between the parties respecting sale of products referred to herein, and all prior and collateral representations, promises and conditions in connection therewith are superseded hereby. No modification waiver or termination of any provisions contained in this Agreement or any future representation, promise or conditions in connection with the subject matter hereof shall be binding upon FEMCARE/UTMD or Purchaser unless made in writing and signed by an officer or other authorized representative thereof. In some cases, a separate agreement may augment these T&C. Where there is a conflict in T&C, the T&C herein take precedence.
13. **Electronic Exchanges** - Customers agree that all transaction data shall remain strictly confidential and shall not be reported to any third party, unless required by law.
14. **Choice of Law** - This Agreement shall be interpreted and construed in accordance with the laws of the United Kingdom or Ireland, as applicable, based on the location of the FEMCARE/UTMD facility from which shipment is made to Purchaser.