

# TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale constitute an integral part of the Price List for C. R. Bard, Inc. and its affiliates, including Bard Access Systems, Inc., Bard Medical Division, Bard Peripheral Vascular, Inc. and Davol Inc. ("BARD") and are applicable to all purchase orders. All prices and terms are subject to change.

## 1. Acceptance of Purchase Orders

All purchase orders are subject to acceptance at BARD's applicable customer service department and will be deemed accepted only when confirmed in writing or upon BARD's commencement of performance.

## 2. Payment Terms

Payment is due no later than 30 days from the date of invoice. Past due invoices will bear interest at the lesser of 1.5% per month or the maximum rate permitted by law. All applicable excise, sales or other taxes will be invoiced to the customer and are not included in product prices. No fee-based Credit Card (after Point of Sale) or Third Party payment methods will be accepted by BARD.

## 3. Freight/Shipping Charges:

Regular Shipments	Overnight/ Expedited Shipments	Drop Shipments	F.O.B.
Freight/shipping charges on all orders will be pre-paid by BARD and added to the invoice.	Freight/shipping charges on all overnight/expedited shipments will be pre-paid by BARD and added to the invoice.	Freight/shipping charges on all orders will be pre-paid by BARD and added to the invoice plus a \$25 processing fee.	All products will be shipped F.O.B. Origin. Customers who request collect freight will be required to sign a lost or damaged transit waiver form.

## 4. Returns

**Full Credit Returns.** Product returns receive full credit (less any rebate paid or credits issued by BARD to customer with respect to such product) provided (i) defective product is returned within applicable warranty period, (ii) the product is subject to a Recall, or (iii) product shipped in error by BARD and received by BARD and is in saleable condition and in original packaging with 30 day of invoice.

**Full Credit Returns (All Other).** Products returned (other than those outlined above in Full Credit Returns) within 30 business days of invoice date will receive full credit (less any rebate paid or credits issued by BARD to customer with respect to such product). Products returned within 31-90 days of corresponding BARD invoice date will receive full credit (less any rebate paid or credits issued by BARD to customer with respect to such product) minus a 30% re-stocking fee.

**Ineligible Returns.** BARD products are eligible for return if (i) product was shipped in error and returned and received by BARD more than 30 days after the date of the applicable BARD invoice, (ii) Non-defective BARD product returned in a quantity less than BARD's original unit of sale, (iii) Non-defective product returned more than 90 days after the date of corresponding BARD invoice unless part of a Recall (iv) Defective product returned after expiration date of applicable warranty period unless part of a Recall (v) Product sold non-sterile that has been subject to sterilization processing (vi) Product sold for single use that has been re-used or reprocessed (vii) Product that has been altered, further manufactured, packaged, processed, abused, or misused (x) Product that has been adjusted or repaired by anyone other than an authorized BARD representative, (x) Product that is a "custom" device unless such product is defective for a reason other than manufacture to customer's specifications, or (xi) Products damaged in transit.

**RMA.** Customer must obtain a Return Material Authorization (RMA) number from BARD or a BARD account representative before any BARD product can be returned for repair, replacement, or credit. Call BARD divisional Customer Service to obtain RMA number. To obtain return RMA number, customer must provide BARD with (i) the BARD catalog number and quantity of BARD product to be returned/repared; (ii) the reason for the return/repair; (iii) a description of the product being returned/repared; (iv) the name and telephone number of a customer contact who may be called if further information is required; (v) at least one of the following: (a) the applicable customer purchase order number (even if product provided at no charge), (b) the corresponding BARD invoice number, and (c) the applicable BARD product lot or serial number. All authorized return products must reference the assigned RMA number and must be shipped freight prepaid by customer with confirmation that the product has been stored according to label storage conditions where applicable. Any authorized returned product sent freight collect will be refused by BARD and returned to customer at their expense. BARD will, at its discretion, refund or credit customer for all freight charges incurred in connection with the return of authorized return products. If product is being returned for repair that is covered by a written limited product warranty, a copy of the original invoice must be sent with the product. The cost of any repair not covered by a written limited warranty must be paid by the customer.

## Exceptions and Special Handling

PRODUCT	RETURNABLE/ NON-RETURNABLE	SPECIAL HANDLING POLICY
<b>BARD Peripheral Vascular (BPV)</b>		
LUTONIX® Drug Coated Balloon Catheter	Returnable	Non-returnable after 15 days of the corresponding BARD invoice date.
<b>Davol</b>		
ALLOMAX® Surgical Grafts	Returnable	BARD can only ship this product via overnight carrier on a day other than Friday or the day before a Federal Holiday. <b>Drop Ship Product Only.</b> Product returned to BARD must be shipped overnight carrier on a day other than Friday or the day before a Federal Holiday.
XENMATRIX® Surgical Grafts	Returnable	BARD can only ship this product via overnight carrier on a day other than Friday or the day before a Federal Holiday. <b>Drop Ship Product Only.</b> Product returned to BARD must be shipped overnight carrier on a day other than Friday or the day before a Federal Holiday.
XENMATRIX®AB Surgical Grafts	Non-returnable	<b>Drop Ship Product Only.</b>
PHASIX® Mesh	Non-returnable	BARD can only ship this product via overnight carrier on a day other than Friday or the day before a Federal Holiday. <b>Drop Ship Product Only.</b>
PHASIX® ST Mesh	Non-returnable	BARD can only ship this product via 2 day service or better Monday through Wednesday, or Thursday overnight. Cannot be shipped on a Friday or the day before a Federal Holiday. <b>Drop Ship Product Only.</b>
OPTIFIX® Absorbable Fixation System	Non-returnable	BARD can only ship this product via 2 day service or better Monday through Wednesday, or Thursday overnight. Cannot be shipped on a Friday or the day before a Federal Holiday. <b>Drop Ship Product Only.</b>
SORBAFIX® Absorbable Fixation System	Non-returnable	BARD can only ship this product via 2 day service or better Monday through Wednesday, or Thursday overnight. Cannot be shipped on a Friday or the day before a Federal Holiday. <b>Drop Ship Product Only.</b>
PROGEL™ Pleural Air Leak Sealant	Non-returnable	BARD can only ship this product via 2 day service or better Monday through Wednesday, or Thursday overnight. Cannot be shipped on a Friday or the day before a Federal Holiday. <b>Drop Ship Product Only.</b>

BARD Medical Division		
ARCTIC SUN® Temperature Management System Equipment, Pads and Accessories	Non-returnable	
THERASEED® Palladium Seeds (Registered trademark of Theragenics)	Non-returnable	Returnable for storage and decay only.
BRACHYSOURCE® I-125 Seeds	Non-returnable	Returnable for storage and decay only.

## 5. Confidentiality

Customer will not disclose to any third party these terms and conditions, including the Price List, or any other information provided by BARD to customer, without BARD's prior written approval, except as may be required by law or by lawful order of any applicable government agency.

## 6. Limited Product Warranty; Disclaimer and Limitation of Liability

BARD Warrants To The Original Purchaser That Each BARD Product Set Forth In The Price List Will Be Free From Defects In Material And Workmanship For The Period Set Forth In The Labeling Of The Particular BARD Product Or, If No Such Period Is Set Forth In The Labeling, For A Period Of One (1) Year From The Date Of Purchase. Defective BARD Product May Be Returned To BARD For Repair, Replacement, Refund Or Credit, At BARD's Option, In Accordance With BARD's Return Goods And Allowance Policy. Any Alteration, Abuse, Misuse, Further Manufacture, Packaging, Processing, Adjustment Or Repair By Any Person Or Entity Other Than BARD Or A Person Or Entity Authorized In Writing By BARD Shall Void This Limited Product Warranty Ab Initio. THIS LIMITED PRODUCT WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY AND REMEDY STATED IN THIS LIMITED PRODUCT WARRANTY WILL BE THE SOLE LIABILITY OF BARD, AND REMEDY AVAILABLE TO CUSTOMER, FOR BARD PRODUCTS WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND BARD WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE HANDLING OR USE OF BARD PRODUCTS EVEN IF BARD HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT WILL BARD BE LIABLE FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, ANY PURCHASE ORDER, THESE TERMS AND CONDITIONS OF SALE, OR ANY BARD PRODUCT, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, IN EXCESS OF THE AMOUNT PAID BY CUSTOMER TO BARD PURSUANT TO THE PURCHASE ORDER TO WHICH SUCH CLAIM, LOSS OR DAMAGE RELATES.

## 7. Product Changes

All products and product specifications identified in the Price List are based upon the information available to BARD at the time of publication. BARD reserves the right to discontinue any product or to change any product specifications without notice.

## 8. Rejection/Termination

BARD reserves the right to reject any customer purchase order. Any accepted purchase order may be terminated by BARD upon notice to customer.

## 9. Force Majeure

BARD will not be liable for its failure to perform, or any delay in performance, due to strikes, fire, explosion, flood, riot, lock out, injunction, interruption of transportation, unavoidable accidents, acts of government or a public enemy, terrorism, inability to obtain supplies at reasonable prices, or any other causes beyond its control.

## 10. Choice of Law

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Delaware as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.

## 11. General

NONE OF THE FOREGOING TERMS AND CONDITIONS MAY BE MODIFIED EXCEPT UPON BARD'S EXPRESS WRITTEN CONSENT STATING THAT IT IS AN AMENDMENT OR MODIFICATION THERETO. In the event of any inconsistency between these terms and conditions of sale and those contained in any purchase order, purchase order release, confirmation, acceptance, or any similar document, these terms and conditions of sale shall prevail. These terms and conditions of sale constitute the entire understanding between BARD and customer and supersede all prior terms and conditions of sale published by BARD, in each case, related to the subject matter hereof. Please consult product labels and instructions for use for indications, contraindications, hazards, warnings, and precautions.

## CONFIDENTIAL AND PROPRIETARY

Please consult package inserts for more detailed safety information and instructions for use.

## FOR ORDERING OR INFORMATION

1 800 321 4254