

PRICING AGREEMENT Product Category(ies): Powered Intraosseous Vascular Access Products

This pricing agreement (this "**Agreement**") is entered into on May 3rd, 2023 (the "**Effective Date**"), and is between Teleflex LLC ("**Teleflex**") located at 3015 Carrington Mill Blvd, Morrisville, NC 27560, and New Orleans EMS, through the City of New Orleans, represented by LaToya Cantrell, Mayor ("**Customer**" or "**City**"), located at 2929 Earhart Blvd., New Orleans, LA, 70125, for itself and, if operating a multifacility system, on behalf of each facility listed on Exhibit A attached hereto (collectively, the "**Facilities**"). Teleflex and the Customer, intending to be legally bound, agree as follows:

1. During the term of this Agreement, Teleflex will make available to Customer the products set forth in Exhibit B attached hereto (the "**Products**") for purchase at the corresponding prices set forth therein (the "**Pricing**"), on condition that Customer agrees to all of the following requirements (collectively the "**Compliance Commitment**"):
 - i. Teleflex will directly supply to Customer, one hundred percent (100%) of the Customer's aggregate annual expenditures for intraosseous needles and power driver emergency vascular access products (collectively the "**Powered Intraosseous Vascular Access Products**") to be used by the Customer and each of its Facilities during each contract year of the Agreement; and
 - ii. Customer agrees to participate in, as determined by a Teleflex needs assessment, clinical train the trainer educational sessions, to support clinical adoption and reinforce the safe and effective use of the Products every three (3) months throughout the Term; and
 - iii. Customer agrees to business reviews every six (6) months throughout the Term to review and ensure overall compliance to the Compliance Commitment.
 - iv. For the foregoing breach of the Compliance Commitment, Teleflex may terminate this Agreement for cause, by providing Customer ten (10) days written notice.
2. If operating a multifacility system, Customer hereby represents and warrants, on an ongoing basis throughout the term of this Agreement, that (a) each Facility is owned, leased, or managed by Customer, and (b) Customer is authorized to make and coordinate the purchasing decisions for each Facility. If, at any time during the term of this Agreement, the foregoing representation and warranty ceases to be accurate with respect to any Facility, Customer shall immediately notify Teleflex in writing thereof and, effective from the date of such notice, such Facility will be deemed removed from Exhibit A.
3. The term of this Agreement will commence on the Effective Date and, unless earlier terminated as set forth herein, continue in effect for five (5) years thereafter. Either party may terminate this Agreement at any time without cause by giving Ninety (90) days prior written notice to the other party. Notice of termination shall not act to terminate any other agreement entered into between the parties for products contemplated by this Agreement. Notice of termination furthermore does not give the Customer the right to cancel open orders for Products placed before the effective date of the termination. This Agreement will immediately, and without further action by either party, terminate upon the effective date of any agreement between Teleflex and Customer's primary group purchasing organization for the purchase of the Products.

4. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice; and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.
5. The maximum amount payable by the City under the term length of this Agreement is \$1,000,000.00.
6. Except as otherwise noted, at all times during this Agreement, Teleflex will maintain insurance in full force and effect. Evidence of coverage shall be provided prior to the commencement of services under this Agreement. Teleflex will provide and maintain current, a certificate of insurance, naming the City of New Orleans as an "Additional Insured," on the policies with respect to liability arising out of the performance of this Agreement. The certificate of insurance, as evidence of coverage, should name the City of New Orleans Risk Manager as "Certificate Holder," and be delivered via U.S. Mail to the Risk Management Division, 1300 Perdido Street, 9E06-City Hall, New Orleans, LA 70112. For any claims related to this Agreement, Teleflex's insurance coverage shall be primary with respect to the City of New Orleans, and any insurance or self-insurance maintained by the City of New Orleans shall be non-contributing to Teleflex's coverage.
7. To the fullest extent permitted by law, the parties will indemnify, defend, and hold harmless, their own agents, employees, officials, insurers, and assigns from and against claims, demands, suits, and judgments of sums of money accruing for loss of life or injury or damage to persons or property arising from or relating to any act or omission by the parties' respective agents or employees, while engaged in or in connection with the discharge or performance of any services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to each party in connection with the performance of work under this Agreement. The parties' indemnity does not extend to any loss arising from gross negligence or willful misconduct, provided that neither party nor any of its agents or employees contributed to such gross negligence or willful misconduct. Teleflex shall bear the expenses including, but not limited to, the City's reasonable attorneys' fees, lay and expert witness fees, court costs, and any similar expenses, incurred by the City in enforcing any indemnification of Teleflex's agents or employees.
8. Teleflex complies with City Code Section 2-8(c) and no principal, member, or officer of Teleflex has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
9. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, Teleflex shall reimburse the City or disgorge anything of value or economic benefit received from the City if Teleflex fails to meet its contractual obligations.
10. Teleflex will submit to any City audit, inspection, and review and, at the City's request, not more than once (1) a year, without cause, will make available all documents relating or pertaining to this Agreement maintained by or under the control of Teleflex, its employees,

agents, assigns, successors, and subcontractors, during normal business hours at Teleflex's office or place of business in Louisiana. If no such location is available in Louisiana, Teleflex will make the documents available at a time and location that is convenient for the City. Teleflex will abide by all provisions of City Code Section 2-1120, including, but not limited to, City Code Section 2-1120(12), which requires Teleflex to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Agreement. Teleflex agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

11. At the City's request, Teleflex shall provide a sworn affidavit, listing all persons, natural, or artificial, with an ownership interest in Teleflex and stating that no other person holds an ownership interest in Teleflex via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If Teleflex fails to submit the required affidavits, the City may after thirty (30) days' written notice to Teleflex, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.
12. At the City's request, Teleflex shall provide a list of all persons, natural or artificial, who are retained by Teleflex, at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with Teleflex's work for the City. In regard to any subcontractor proposed to be retained by Teleflex to perform work on the Agreement with the City, Teleflex must provide notice to the City within thirty (30) days of retaining said subcontractor. If Teleflex fails to submit the required lists and notices, after the City's reasonable request, the City may after thirty (30) days' written notice to Teleflex, take such action as may be necessary to cause the suspension of any further payments until the required lists and notices are submitted.
13. In the performance of this Agreement and in all hiring or employment made possible by, or resulting from this Agreement, Teleflex will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS-or-HIV-status against (1) Teleflex's employees or applicants for employment, (2) any employee of the City working with Teleflex in any of Teleflex's operations within Orleans Parish, or (3) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments, or organizations operated by Teleflex. Teleflex agrees to comply with and abide by all applicable, federal, state, and local laws relating to non-discrimination, including, without limitation, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990. Teleflex will incorporate the terms and conditions of this provision into all subcontracts, by reference or otherwise, and will require all of its subcontractors to comply with this provision. The City may terminate this Agreement for cause, if Teleflex fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.
14. This Agreement will be construed and enforced in accordance with the laws of the State of

Louisiana without regard to its conflict of law's provisions.

15. Teleflex swears that it has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. Teleflex has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.
16. Teleflex consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of Teleflex.
17. In the event of any conflict between the provisions of this Agreement and any incorporated documents, the terms and conditions of the documents will apply in this order: The Agreement, Exhibit A, Exhibit B, and Exhibit C.
18. Except as otherwise expressly stated herein, terms and conditions of purchase for the Products are per Teleflex's standard terms and conditions in effect at the time of purchase, which are incorporated herein by reference and available on "Exhibit C". The parties agree to treat confidentially the terms and conditions of this Agreement except to the extent required to be disclosed to their respective accounting or legal advisors, or by judicial or administrative process or otherwise by applicable law or regulations. Customer shall not transfer or assign this Agreement or any rights or obligations hereunder without Teleflex's prior written consent. This Agreement may not be amended or modified, except by a written agreement signed by each party. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party entitled to the benefits of such waived provision. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes, all prior and contemporaneous understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be signed (including by facsimile or email in "pdf" form) in multiple counterparts, each of which when signed constitutes an original and all of which, collectively, constitute one and the same agreement.
19. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect nor constitute a waiver of either party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.
20. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:
 - i. To the City:

Chief William T. Salmeron
New Orleans Emergency Medical Services
2929 Earhart Blvd.
New Orleans, LA 70125

New Orleans, LA 70125

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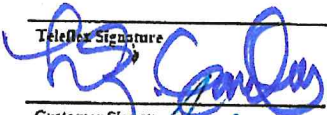
Donesia D. Turner
City Attorney
City of New Orleans
1300 Perdido St., Suite 5E03
New Orleans, LA 70112

ii. To Teleflex:

Teleflex
3015 Carrington Mill Blvd.
Morrisville, NC 27560

- iii. Notices are effective when received, except for any notice that is not received due to the intended recipient's refusal or avoidance of delivery. If the intended recipient refuses or avoids delivery, then the date of the first attempted delivery will be deemed the date of receipt.
- iv. Each Party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

Teleflex and Customer have caused their duly authorized representatives to sign this Agreement as of the Effective Date:

 _____ Teleflex Signature	_____ Printed Name	_____ Title	_____ Date
	LaToya Cantrell	Mayor	8/8/23
 _____ Customer Signature	_____ Printed Name	_____ Title	_____ Date
	Jean-Paul J. Morrell	City Council President	
 _____ Customer Signature	_____ Printed Name	_____ Title	

&

Donesia D. Turner
City Attorney
City of New Orleans
1300 Perdido St., Suite 5E03
New Orleans, LA 70112

- ii. To Teleflex: Attn: Vice President, Commercial Ops

Teleflex
3015 Carrington Mill Blvd.
Morrisville, NC 27560

- iii. Notices are effective when received, except for any notice that is not received due to the intended recipient's refusal or avoidance of delivery. If the intended recipient refuses or avoids delivery, then the date of the first attempted delivery will be deemed the date of receipt.
- iv. Each Party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

Teleflex and Customer have caused their duly authorized representatives to sign this Agreement as of the Effective Date:

	David K. Price	Vice President, Commercial Operations	08/01/2023
Teleflex Signature	Printed Name	Title	Date
	LaToya Cantrell	Mayor	
Customer Signature	Printed Name	Title	Date
	Jean-Paul J. Morrell	City Council President	
Customer Signature	Printed Name	Title	

Form and Legality Approved:
Law Department

By: 

Printed Name: Andrew Gregorich

EXHIBIT A FACILITIES

- ☐ Customer has no additional Facilities.
- ☐ Customer has additional Facilities. (Complete the table below for each Facility.)

Customer	Address	City	State	Zip
City of New Orleans 3-S EMS	3711 General Meyer	New Orleans	LA	70114

EXHIBIT B

PRODUCTS AND PRICING

Item	Description	Pricing
9018-VC-005	EZ-IO 15 MM NEEDLE (box of 5)	\$550.00
9001-VC-005	EZ-IO 25 MM NEEDLE (box of 5)	\$550.00
9079-VC-005	EZ-IO 45 MM NEEDLE (box of 5)	\$550.00
9066-VC-005	EZ-IO STABILIZERS (box of 5)	\$50.00
9018P-VC-005	EZ-IO PLUS PACKS 15 MM NEEDLE+ STABILIZER KIT (box of 5)	\$665.00
9001P-VC-005	EZ-IO PLUS PACKS 25 MM NEEDLE+ STABILIZER KIT (box of 5)	\$665.00
9079P-VC-005	EZ-IO PLUS PACKS 45 MM NEEDLE+ STABILIZER KIT (box of 5)	\$665.00
9058	EZ-IO POWER DRIVER	\$75.00
9065	EZ-IO (Vascular Access Pack) YELLOW CARRYING CASE	\$39.95
9074	EZ-IO PWR DRIVER HARDSIDED CASE (black case)	\$18.95
9072	EZ-IO POWER DRIVER CRADLE (trigger guard)	\$10.40
9070	EZ-IO WALL MOUNT STORAGE CABINET	\$150.00
9021	EZ-IO 15MM TRAINING NEEDLE (EA)	\$35.00
9017	EZ-IO 25MM TRAINING NEEDLE (EA)	\$35.00
9078	EZ-IO 45MM TRAINING NEEDLE (EA)	\$40.00
9034TK	EZ-IO TRAINING KIT	\$412.00
9059	EZ-IO TRAINING POWER DRIVER	\$143.00
9066-VC-005	EZ-STABILIZER(BOX OF 5)	\$50.00
1522-1202	JO Training Block (120x85x37) with skin	\$33.00
1522-1201	JO Training Block (120x85x63) with skin	\$33.00
1522-1200	IO Training Block (170x120x63) with skin	\$70.00
1051-16	HUMERUS TRAINING BONE W/O SKIN (EA)	\$26.00
1051-16-1	HUMERUS TRAINING BONE W/SKIN (EA)	\$33.00
1052	PED. HUMERUS TRAINING BONE W/O SKIN (EA)	\$20.00
1052-1	PED. HUMERUS TRAINING BONE W/SKIN (EA)	\$36.00
1117-5-1	CHILD TIBIA TRAINING BONE (EA)	\$35.00
1125-29-1	ADULT PROXIMAL TIBIA TRAINING BONE (EA)	\$37.00
1126-110	DISTAL TIBIA/ANKLE TRAINING BONE (EA)	\$34.00
1167-2	INFANT TIBIA/FIBULA TRAINING BONE (EA)	\$25.00
1522-440	TRAINING BONE BLOCK, HARD (4.5X3.25X1.5)	\$24.00

EXHIBIT C
STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale ("**Terms**") apply to all orders received from and all sales made to the 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 Customer 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 form, 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 or damage 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/, 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 before expected implementation of the change. All election requests must include designation of a qualified carrier, applicable billing information and a collect account number for each applicable Customer facility, and any other applicable special instructions for the third-party freight program. Following Teleflex's approval of the election request, Customer's account will be changed to Collect, and shipments will be subject to the fees and charges imposed by the designated carrier. Notwithstanding the foregoing, Teleflex reserves the right to change the terms applicable to Collect shipments to Prepaid and Add (using the list rates from the carrier selected by Teleflex at the time of shipment) if any applicable shipment is not collected within 24 hours of contacting Customer's designated carrier for pickup or that carrier fails to provide sufficient capacity for Customer's order volume or the requisite transportation equipment (i.e., trailers, cargo containers). Teleflex will not be liable for any disputed freight incorrectly charged if Customer fails to comply with the requirements stated herein.
- **Expedited Orders.** Expedited Orders are only processed when specifically requested by Customer at the time of ordering. Requests for expedited Orders must be received by Teleflex before 5pm eastern time and include the exact level of service requested (e.g., Second Day, Overnight, Overnight Early AM) and a valid address to which the designated carrier delivers. Expedited Orders are not eligible for free freight of any type, and Customer is responsible for all freight charges as prepaid and added to Teleflex's invoice, or through provision of a third-party collect account number. Teleflex assumes no liability for the reliability or outcome of requests for expedited Orders.

6. **Acceptance and Returns.** Customer shall inspect Products promptly upon their receipt. Any damage should be noted on the freight bill and reported to the carrier. Unless Customer notifies Teleflex Customer Service in writing within 10 calendar days after receipt of the Products of shipping discrepancies or that the Products are upon inspection non-conforming or defective, describing the alleged non-conformance or defect in reasonable detail, Customer will be deemed to have accepted the Products. Products delivered and accepted under these Terms are not returnable except in accordance with Teleflex's Return Goods Policy, available at www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/.
7. **Payment Terms.** Customer shall pay the amount stated on Teleflex's invoice within 30 calendar days from the invoice date unless otherwise expressly stated in these Terms. All amounts payable under these Terms are denominated in the currency invoiced unless expressly agreed otherwise by Teleflex in writing. Customer shall promptly notify Teleflex Customer Service at cs@teleflex.com in writing of any disputed invoice and shall not make any discounts or setoffs against any invoices unless approved in advance by Teleflex. Any invoiced amount not paid when due may, in Teleflex's sole discretion, bear interest at the rate of 1.5% per month or the highest rate then permitted by law, whichever is less, until paid in full. Teleflex reserves the right to exercise any of its lawful remedies if Customer fails to make payments when due, and Customer shall promptly reimburse Teleflex for all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by Teleflex in collecting sums due it under these Terms. Customer will be subject to a fee of \$50.00 for any checks returned unpaid to Teleflex for any reason.
8. **Force Majeure.** Each of Teleflex and Customer will be excused from any default in its obligations under these Terms, other than the payment of money due, resulting from any act or event beyond its reasonable control, including but not limited to acts of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, lockout, labor disturbance, pandemic, epidemic, governmental action, inability to obtain raw materials, labor, component products or transportation, failure of normal sources of supply, or any similar or different contingency that would make performance or timely performance commercially impracticable. The party relying on any of these acts or events of force majeure shall notify the other thereof promptly after it becomes known to that party. If any of these acts or events of force majeure exceed 60 calendar days, then either party may, as its sole remedy, cancel outstanding Orders to the extent not previously fulfilled by notifying the other party in writing. Neither party will be liable for damages resulting from such cancellation.
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 service personnel. PRODUCTS DISTRIBUTED, BUT NOT MANUFACTURED, BY TELEFLEX ARE NOT WARRANTED BY TELEFLEX AND CUSTOMER MUST INSTEAD RELY ON THE REPRESENTATIONS AND WARRANTIES, IF ANY, PROVIDED DIRECTLY TO CUSTOMER BY THE MANUFACTURER OF SUCH

PRODUCT. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY STATED HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO, NOR MAY IT BE RELIED UPON BY, ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO CUSTOMERS OF CUSTOMER. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE. TELEFLEX'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY IS, AT TELEFLEX'S OPTION, TO REPAIR OR REPLACE THE NON-CONFORMING OR DEFECTIVE PRODUCT OR TO CREDIT TO CUSTOMER'S ACCOUNT THE PURCHASE PRICE PAID BY CUSTOMER FOR THE NON-CONFORMING OR DEFECTIVE PRODUCT.

All claims for breach of the foregoing warranty shall be made by Customer, by contacting Teleflex Customer Service in accordance with Teleflex's Return Goods Policy, available at www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/, to obtain a return goods authorization, within the applicable Warranty Period and no later than 30 calendar days after discovery of the alleged non-conformance or defect in the Product. Unless otherwise directed in writing by Teleflex, within 30 calendar days after receiving a return goods authorization, Customer shall package the allegedly non-conforming or defective Product in its original shipping carton, or a functional equivalent, and ship it to Teleflex for inspection and verification of the alleged non-conformance or defect. Teleflex shall reimburse Customer for its reasonable documented shipping costs of returning the Product and assume the risk of loss or damage to such returned Product while in transit, after verification by Teleflex of the alleged non-conformance or defect. If no breach of the foregoing warranty is discovered by Teleflex upon receipt of the returned Product, to the extent practicable the Product will be returned to Customer at Customer's expense, and Customer shall reimburse Teleflex for its shipping costs. All warranty claims not made in compliance with this section shall be deemed to have been waived.

10. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, (A) TELEFLEX'S LIABILITY AND OBLIGATIONS WITH RESPECT TO ANY CLAIM(S) RESULTING OR ARISING FROM OR RELATING TO THESE TERMS, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, AND EVEN IF CUSTOMER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, WILL IN NO EVENT EXCEED IN THE AGGREGATE THE TOTAL PURCHASE PRICE RECEIVED BY TELEFLEX FOR THE PRODUCTS ORDERED BY CUSTOMER, AND (B) TELEFLEX SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, FOR ANY LOST PROFITS OR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF TELEFLEX HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
11. **Unauthorized Distribution; Import/Export; Export Control.** Unless authorized by Teleflex in writing in advance, Customer shall not resell or distribute Products outside the country to which Teleflex ships Customer's Order. The sale of Products in violation of this section voids Teleflex warranties to the extent permitted by applicable law. If Customer is outside the United States and approved by Teleflex to import Products at the final intended destination, then Customer will be responsible for obtaining all required import licenses and making proper customs entry for the Products. For routed export shipments out of the United States, Customer is responsible for meeting applicable United States export regulations and declarations. Customer shall not re-export any Products from the destination country. Customer further acknowledges that the Products and any related software and technical information provided under

these Terms are subject to U.S. and other export laws and regulations. Customer shall not export, re-export, transfer or transmit the Products, or any such software or technical information, except in compliance with all such laws and regulations. At Teleflex's request, Customer shall sign written assurances and other export-related documents as may be required for Teleflex to comply with export laws and regulations.

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 devices. If Teleflex recalls the Products or any part of the Products, Customer shall cooperate fully with Teleflex in implementing the recall, including but not limited to by returning the Products to Teleflex to the extent that Teleflex requests.
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 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. **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.
19. **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 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.

[END OF AGREEMENT]