

B. BRAUN INTERVENTIONAL SYSTEMS INC.

General Terms to Purchase Agreement

Contract Number:

Terms of Sale: These General Terms are an integral part of the Purchase Agreement ("Agreement") executed by Customer and Company and, together with the Agreement, shall govern the purchase by and sale to Customer of the Products, contains the entire Agreement between Customer and Company with respect to the subject matter hereof, and supersedes all prior proposals and agreements between the parties, whether oral or written, relating to the Products. Both parties acknowledge and agree that this Agreement supersedes the terms and conditions of any purchase order used by Customer and, except for delivery instructions and quantities ordered, any conflicting or additional terms therein are void and have no effect, but Customer may place orders by use of purchase orders for its convenience and to comply with its internal procedures and requirements.

Payment Terms: Payment terms are net thirty (30) days from date of invoice. Credit card payments will not be accepted without prior approval of Company. Any taxes imposed upon the Products, their sale, transportation, delivery, use or consumption shall be the responsibility of Customer. Customer's obligation to pay outstanding invoices and all other amounts is absolute and unconditional and is not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever. Balances remaining unpaid at their due dates are subject to a service charge of 1.5% per month or the highest rate permitted by law, whichever is lower, until paid. Any discounts, rebates, administrative fees, credits, or other fees due or owed to Customer will be applied against delinquent balances before payment or reimbursement is made. Any disputed amounts should be reported immediately and remitted with the undisputed amount by the payment due date. If Company agrees with the billing dispute, Company will credit Customer the amount of the agreed-upon billing dispute. All billing disputes must be made within six (6) months of the applicable invoice date, or will be deemed to be waived. Credit is extended at Company's discretion. If payments are not made within the credit terms, or if Customer becomes insolvent or bankrupt, Company, in addition to its other available rights and remedies, may withhold further shipment until all overdue balances are made current, and may require prepayment of future orders prior to shipment. Customer shall reimburse Company for any costs and expenses incurred for collection of overdue amounts or enforcement of its rights, including without limitation, its reasonable attorneys' fees, expenses and court costs.

Tax: Customer must provide Company with a resale/exemption certificate in order to avoid the withholding by Company of applicable taxes. No refund or adjustment to previously withheld taxes will be made by Company sixty (60) days after the invoice date. Please mail proof of certification to B. Braun Interventional Systems Inc., 824 Twelfth Ave., Bethlehem PA 18018-0027.

Returned Goods Policy: Product returns are subject to the following conditions:

1. All returns are subject to the prior authorization of Company, in its discretion. Customer must notify Customer Support at (877) 836-2228 (VEN-ACAV) and complete a Returned Goods Authorization ("RGA") Form. The RGA Form requires lot numbers, quantities and catalog numbers along with a specific reason for return. Customer Support will either authorize or deny the request for return. Only items appearing on an approved RGA Form are acceptable for return. Unauthorized returns will be destroyed and no credit will be issued. All authorized returned goods must be shipped freight prepaid to the Company location indicated on the RGA Form, except Company will pay freight costs for Products shipped-in-error. Returns that are authorized for Products ordered-in-error or shipped-in-error will not be accepted unless returned **within thirty (30) days** of delivery.
2. All returns are subject to a 25% handling/restocking charge, except for Products shipped-in-error.
3. Credit will be issued at the net purchase price for all authorized returns provided:
 - a. Products have at least thirteen (13) months shelf-life remaining,
 - b. Proper authorization has been obtained prior to return of Products,
 - c. Products are in their original packaging,
 - d. Products are current inventory items, and
 - e. Products have been shipped and billed to Customer by Company, and Customer has paid for said Products.
4. Certain Products are **not eligible for return**. These are:
 - a. Products that have deteriorated because of improper handling, abuse or other factors,
 - b. Products that have been opened, partly used, or on which the labels or seals have been removed or tampered,
 - c. Broken, damaged or opened cases. Resealed cartons are not eligible for return.
 - d. Custom special order balloons or other special Products made to Customer's specification, and
 - e. Vena cava filters.

Credits for returned goods are conditioned upon Company's inspection and approval of such goods upon return. If Company determines, in its discretion, that any returned goods are not eligible for return due to any of the reasons provided in paragraph 4 above, Customer will not receive a credit, even if an RGA Form was issued. No advance credits will be accepted.

Intellectual Property Rights: In all cases, Customer shall not own any intellectual property rights in or to the Products, their design, or any modification, improvement, or enhancement thereof, or any technology related thereto, whether or not such Product, design or improvement is made pursuant to Customer's specifications or at Customer's expense. Any knowledge or information that Customer may disclose to Company shall not be deemed to be confidential or proprietary information, and shall be acquired by Company free from any restriction as part of the consideration of this Agreement.

Warranty: With respect to disposable Products, Company warrants to the original purchaser that each standard Product manufactured by Company at time of delivery is free of defects in material and workmanship and, when used for the purposes and indications described on the labeling, is fit for the purposes and indications described on the labeling. All warranties for a Product shall expire as of the Product expiration date, or if none, after one (1) year from the date of shipment from Company. Company's warranty hereunder shall not apply if (i) a Product is not used in accordance with its instructions or if it is used for a purpose not indicated on the labeling; (ii) any repairs, alterations or other work has been performed by Customer or others on such Product, other than work performed with Company's prior authorization and according to its approved procedures; or (iii) the alleged defect is a result of abuse, misuse, improper maintenance, accident or the negligence of any party other than Company. The warranty set forth herein is conditioned upon proper storage, installation, use and maintenance in accordance with the applicable written recommendations of Company. The warranty furnished hereunder does not extend to damage to Products purchased hereunder resulting in whole or in part from the use of components, accessories, parts or supplies not furnished by Company.

Company's sole obligation and Customer's sole remedy shall be to repair or replace, at Company's option, any defective component or Product and to pay transportation expenses for such replacement. Customer shall provide labor for the removal of the defective or recalled component or Product and installation of its replacement at no charge to Company. Customer shall bear all risk of loss or damage to returned goods while in transit. In the event no defect or breach of warranty is discovered by Company upon receipt of any returned Product, the Product will be returned to Customer at Customer's expense and Customer will reimburse Company for the transportation charges, labor and associated charges incurred in testing the allegedly defective Product.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED WITH RESPECT TO ANY PRODUCTS, PARTS OR SERVICES PROVIDED BY COMPANY INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS DISTRIBUTED, BUT NOT MANUFACTURED, BY COMPANY ARE NOT WARRANTED BY COMPANY AND CUSTOMER MUST INSTEAD RELY ON THE REPRESENTATIONS AND WARRANTIES, IF ANY, PROVIDED DIRECTLY TO THE CUSTOMER BY THE MANUFACTURER OF SUCH PRODUCT. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY IS LIMITED TO THE REMEDIES PROVIDED IN THE PARAGRAPH ABOVE.

Miscellaneous:

1. Except as expressly provided herein, no changes to this Agreement, or waiver of any of the terms hereof, shall be effective unless in writing and signed by both parties. Any failure by Company to enforce any of its rights hereunder shall not be deemed to be a waiver of such rights, and Company may, at its option, from time to time, enforce any of its rights herein.
2. Company will use its reasonable efforts to fill accepted orders, but Company shall not be liable for nonperformance or delays caused by a shortage of raw materials, manufacturing problems, delivery or labor problems, priorities, acts of regulatory agencies or judicial bodies, discontinuation of a product line, acts of God or third parties, war, terrorism, riot, infringement claims, or other causes beyond its reasonable control. Customer agrees that in such events Company may allocate Products among all of its customers, without liability.
3. The Products are sold subject to Pennsylvania law, and any dispute or claim arising out of or relating to this Agreement, these terms, the sale of Product or any other relationship or arrangement between the parties ("Claim") shall be governed by the laws, but not the conflicts of law, of the Commonwealth of Pennsylvania. All Claims shall be settled by arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.
4. Company shall promptly deliver written notice or verbal, followed by written, notice of any recall of Product. Should the recall require Products be removed from the market, Company shall replace, to the extent reasonably possible, any such recalled Products as soon as practicable with comparable Products not subject to such recall, or provide a credit in the amount of the net purchase price paid by Customer for such Product.
5. Customer may not change, adulterate, obscure, remove or deface trademarks, tradenames or labels appearing on any Products.
6. Company shall not be liable to Customer for any indirect, incidental, special, punitive or consequential loss, damage or expense (including any damage for lost profits, or otherwise) directly or indirectly arising out of or in connection with the furnishing of Products, parts or service hereunder, or the performance, use of, or inability to use any Products, parts or service, or otherwise, whether based in contract, warranty, tort, including without limitation, negligence, or any other legal or equitable theory. Company's total liability for any claim or action shall not exceed the purchase price of the Products out of which such a claim or action arose.

Shipping and Costs: All balloon and vena cava filter Products will be shipped by second day air, with Customer paying all shipping and insurance costs. Notwithstanding the foregoing, Company will prepay freight charges for any Products shipped ground via a transportation mode and carrier selected by Company. When expedited transportation, specialized service, or alternate transportation modes are requested, or if requests are inconsistent with efficient distribution practices, an additional charge to cover the premium expense will be added to the invoice. Inside deliveries or multiple deliveries are subject to Forms/Interventional/PurchaseAgmt EAP 10-07-08

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additional charges based on current common carrier rates or hourly rates. Company will provide proof of delivery upon request. If excessive proofs of delivery are requested, Company may charge a service fee to offset its administrative costs.

Damage or Loss in Transit: Identity of items and extent of damage or loss must be noted on Customer's copy of the delivery document by the agent of the transportation company. Do not accept damaged merchandise. If damage is discovered after receipt of shipment, notify the transportation company immediately and request that inspection be made and an inspection report rendered. Concealed shortages or damages must be reported to Company Customer Support within 3 business days of delivery or credit will not be allowed. Company will issue a credit for the loss or damage and file a claim with the carrier, providing your request is promptly forwarded to Company and received within ten (10) days of delivery. This claim request must be accompanied by a delivery receipt or an inspection report upon which the transportation company has properly noted such damage or loss.

Count and inspect your freight before the carrier departs. Damaged merchandise should not be accepted. Please forward all information to Attn: Customer support, B. Braun Interventional Systems Inc. 901 Marcon Blvd., Allentown, PA 18109 (877)836-2228 (VEN-ACAV)

For Order Placement: Company welcomes orders either by telephone, electronically, mail or by fax. For telephone orders, please call (877) 836-2228 (VEN-ACAV) Mail orders should be directed to Attn: Customer Support, B. Braun Interventional Systems Inc 901 Marcon Boulevard, Allentown, PA 18109. Faxed orders should be sent to: (610) 266-3982.