

General Terms and Conditions for the Supply of Products

Article 1 Scope and Enforceability of the General Terms and Conditions for the Supply of Products

- 1.1 These General Terms and Conditions for the Supply of Products (“**GTCS**”) are applicable to all sales and supply of the Haemonetics products by Haemonetics Australia Pty Ltd (“**Haemonetics**”) to the customer (“**Customer**”), including equipment (the “**Equipment**”) and disposables (the “**Disposables**”) (the Equipment and/or Disposables may also be referred to herein as the “**Products**”).
- 1.2 By placing a purchase order and/or accepting the Products ordered, Customer is deemed to have fully read, understood and accepted these GTCS without reservation.
- 1.3 These GTCS constitute the entire agreement between Haemonetics and Customer relating to the subject matter herein and supersedes all prior proposals, understandings, agreements, purchase orders, course of conduct and writings by and between Haemonetics and Customer relating to the subject matter herein. These GTCS apply to each purchase order for Products placed by the Customer. These GTCS shall govern in the event of a conflict with the provisions of any other documents, including without limitation any purchase order or invoice. If Customer issues a purchase order for Products, Customer acknowledges and agrees that Haemonetics specifically rejects all terms and conditions of such purchase order except for the information specified in Article 2.5.1 of these GTCS, and any such terms and conditions are void. Fulfilment of Customer’s purchase order does not constitute acceptance of any of Customer’s terms and conditions. For the avoidance of doubt, the Customer’s general terms and conditions of purchase are expressly excluded.

Article 2 Price, Payment and Delivery

- 2.1 **Price.** The prices, quantity, and specific codes of the Products to be purchased by Customer will be agreed upon by both parties through the purchase orders which are placed by Customer to Haemonetics in accordance with Article 2.5.1 and are confirmed and accepted by Haemonetics in accordance with Article 2.5.2.
- 2.2 **Taxes.** Unless otherwise expressly stated, the prices listed in these GTCS, a purchase order or provided by Haemonetics from time to time do not include any indirect taxes (such as, without limitation, value-added taxes, Goods and Services Tax (“**GST**”), consumption tax, sales tax, excise duties). Where a party (Supplier) makes a taxable supply to another party (Recipient) under or in connection with these GTCS for consideration that is not expressly stated to include GST, the Recipient must pay to the Supplier an additional amount equal to the GST payable on the supply (“**GST Amount**”). The GST Amount must be paid by the Recipient at the later of: (i) the date when any consideration for the taxable supply is first paid or provided; and (ii) the date when the Supplier issues a tax invoice to the Recipient. If an adjustment event arises in respect of a supply to which this Article 2.2 applies, the GST Amount must be adjusted to reflect the adjustment event and a payment must be made by the Supplier to the Recipient, or by the Recipient to the Supplier, as the case may be. In this Article 2.2, terms that have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (“**GST Act**”) have the same meaning as in the GST Act unless otherwise stated.
- 2.3 **Payment Terms:** The Customer shall pay each invoice within 30 days of the date of the invoice. Haemonetics may, at its discretion, require the Customer to pay interest equal to 1.5% per month (18% per annum) (or, if this is not permitted by applicable law, the maximum rate permitted under such applicable law) on any amounts which are not paid when due, from the due date until payment of the overdue sum. In the case of disputes regarding an invoice, Customer shall be obliged to pay all undisputed amounts during the resolution of the dispute. Customer will reimburse Haemonetics for all reasonable costs incurred (including reasonable attorneys’ fees) in collecting unpaid past due amounts owed to Haemonetics under these GTCS. All amounts due under these GTCS must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding which is required by law).

- 2.4 Suspension of Performance for failure to pay. If Customer is in violation of the payment terms in Article 2.3, Haemonetics may: (i) discontinue filling any orders until the full payment of any outstanding amounts is received, or cancel the Customer's order(s), (ii) require a full or partial payment in advance for new orders, and/or (iii) suspend its performance of the obligation under these GTCS until any outstanding payments are made. If Customer fails to pay any amounts due for more than 90 days upon Haemonetics' notice asking for correction, Haemonetics may, without prejudice to any other remedies it may have under these GTCS, terminate these GTCS on notice to the Customer with immediate effect.
- 2.5 Purchase Order.
- 2.5.1 Customer shall place a purchase order to Haemonetics for the purchase of Products in writing by e-mail. Every purchase order shall include the following information: product code, product description, purchase quantity, UOM (Unit of Measurement), unit price, total price, GST, Customer bill to/invoice to address, Customer ship to/deliver to address, Customer purchase order number and Customer contact details. A purchase order constitutes an offer by the Customer to purchase the Products in accordance with these GTCS.
- 2.5.2 A purchase order shall be deemed to have been placed by Customer and accepted by Haemonetics either through written acceptance from Haemonetics or through the actual performance of the product supply by Haemonetics in accordance with such purchase order.
- 2.5.3 Modifications and/or cancellations by Customer to purchase orders shall only be effective if agreed by both parties in writing. Customer shall be responsible for all expenses and costs, including without limitation the return shipping costs, incurred by Haemonetics as a result of cancellation of or changes to the purchase orders (excluding the cancellations and/or changes attributable to Haemonetics' fault).
- 2.5.4 Haemonetics will make commercially reasonable efforts to fill orders timely subject to the worldwide availability of the product supply and transportation, however, Haemonetics shall not be liable to Customer for any loss of trade or profit or any other losses or damages occurring to Customer if delivery of Products is delayed or prevented. Haemonetics reserves the right to make partial shipment.
- 2.6 Delivery. Haemonetics will deliver the Products to the place designated by Customer, and will be responsible for the related standard freight cost. Any urgent delivery request from Customer shall be subject to Haemonetics' prior written consent, Haemonetics shall have the right to charge Customer for such urgent delivery. The delivery details will be stated in the respective purchase order for the Products in question. The title in the Products, and risk of loss of and damage to the Products, will be transferred to Customer upon delivery of the Products to Customer.
- 2.7 Inspection. Customer shall inspect the Products promptly after delivery to confirm their quantity, quality, and conformity to the order. In the event of damage, missing or other non-conforming item(s), Customer shall make relevant reservations on the delivery receipt. In the absence of such reservations, Products will be deemed accepted by Customer. Acceptance occurs when Customer signs the delivery receipt, and no complaint will be accepted after Customer has signed a clean delivery receipt. Customer may not return nonconforming Products before obtaining Haemonetics' prior written consent. The Customer shall obtain and follow Haemonetics' shipping instructions for the return of any nonconforming product. The Products to be returned shall be in their original packaging, free of any markings or notes. Haemonetics accepts returns only of disposables that have a remaining shelf life of over 180 days.
- 2.8 Restriction. Customer shall not resell or transfer the Products purchased from Haemonetics to any third parties.

Article 3 Training

Following the delivery of the Equipment, Haemonetics will provide training session(s) relating to the use of the Equipment, based on the actual needs of the Customer. Such training session (s) will be conducted at a frequency, location, and for the designated staff of the Customer, as mutually agreed upon by both parties.

Article 4 Warranty

- 4.1 **Proper Use.** Customer shall use and store the Products in a careful and proper manner consistent with Haemonetics' written instructions, guidelines and user manuals, and shall comply with all applicable laws and regulations relating to the possession, maintenance, storage, use and disposal of the Products. Customer shall not modify the Products. Failure to use the Products in compliance with this Article 4.1 voids all warranties hereunder.
- 4.2 **Equipment Maintenance.** Haemonetics will provide Haemonetics standard maintenance and repair service for the Equipment ("**Maintenance Service**") during the first 12 months upon the installation of the Equipment ("**Maintenance Warranty Period**"). This coverage does not, however, include maintenance and repair arising from abuse or misuse of the Equipment, including the Customer's failure to comply with Article 4.1. Upon the expiry of the Maintenance Warranty Period, Haemonetics will provide the maintenance and repair service for the Equipment at its standard rates from time to time. Customer may obtain detailed information about such service through Haemonetics Service Hotline: 1800 209 515.
- 4.3 **Reimbursement for Damages.** If the Equipment is damaged as a result of Customer's negligence, misuse, defective maintenance, unauthorized repair or maintenance, or use of the Equipment in a manner not conforming to Haemonetics' written instructions, guidelines or user manuals, Customer shall be responsible for Haemonetics' cost relating to the repair or replacement of the damaged Equipment.
- 4.4 **Product Warranty.** Haemonetics warrants that the Products, when delivered, are of acceptable quality. The Haemonetics warranty is contingent upon proper use and storage of the Products, and does not apply to any Product that is subject to unusual physical or electrical stress, misuse, negligence, improper testing or storage, incorrect assembly, defective maintenance, or modification by the Customer. Subject to any Non-excludable Consumer Guarantees, the express warranties in these GTCS are exclusive and in lieu of all other warranties, whether written, oral or implied, including any warranty of merchantability or fitness for a particular purpose.
- 4.5 **Warranty Claims.** Other than in respect of the Non-excludable Consumer Guarantees, warranty claims about the Products shall be made in writing within 30 days of Customer's discovery of the alleged defect. Such claim will be verified by Haemonetics and upon verification of the claim, Haemonetics shall correct such non-conformity by repairing or replacement of the defective Products. Prior to returning any defective Products, Customer must obtain shipping instructions from Haemonetics. For any Equipment provided by Haemonetics to replace the defective Equipment, the Maintenance Warranty Period shall still be the first 12 months calculating from the date immediately after the date of the installation of the defective Equipment which has been replaced by such Equipment.
- 4.6 **Liability for breach of Warranty.** Other than the Non-excludable Consumer Guarantees, Customer's sole and exclusive remedy for any breach of any warranty of Haemonetics is limited to either the repair or replacement of the Products at Haemonetics' election. If any warranty, guarantee, condition or term is implied or imposed by any applicable law in respect of the Products and cannot be excluded (a "**Non-excludable Consumer Guarantee**"), and Haemonetics is able to limit the Customer's remedy for a breach of the Non-excludable Consumer Guarantee, then Haemonetics' liability for breach of the Non-excludable Consumer Guarantee is limited exclusively (so far as applicable laws do not prohibit) to, at Haemonetics' option: (i) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again and (ii) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired.
- 4.7 Subject to Articles 4.6 and 4.8, Haemonetics liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, shall be limited, in aggregate to an amount equal to the fees actually paid by the Customer in the 12 months prior to the event giving rise to the liability.
- 4.8 Haemonetics will not be liable to the Customer for any lost revenues or profits, loss of anticipated savings, loss of goodwill, downtime costs, business interruption, diminished business value nor for any indirect, exemplary,

punitive, special or consequential losses of any party, including third parties, even if the Customer has been advised of the possibility of such losses.

Article 5 Customer's Obligation

- 5.1 Access. Customer will make available to Haemonetics without charge all services and facilities reasonably necessary for Haemonetics to implement its rights and obligations hereunder to install, inspect, test, operate, repair and/or maintain the Equipment.
- 5.2 Faults Reporting. During the Maintenance Warranty Period, Customer will report any unsatisfactory operation of the Equipment and raise the repair and maintenance request to Haemonetics as soon as reasonably practicable through Haemonetics Service Hotline: 1800 209 515.

Article 6 Product Recall

- 6.1 Replacement. Subject to Article 6.2, in the case that Haemonetics initiates a recall or a corrective field action for preventive quality measures or for technical enhancement of the Products (the “**Recall**”), Haemonetics can offer to Customer either the same model or, a different model that may have different and/or additional functionalities as replacement of the Product affected by the Recall (the “**Recalled Product**”).
- 6.2 Impact of Product Safety. The parties acknowledge that, in the case of a Recall, Haemonetics may not be in a position to provide Customer with a replacement product and accordingly Haemonetics will not be in breach of its obligations under these GTCS in respect of any limitation on the Customer's ability to be able to make use of the Recalled Product or the replacement product due to product safety concerns. For the same reason, Customer must immediately stop using the Recalled Product upon receiving the notice from Haemonetics and must return the Recalled Product to Haemonetics according to Haemonetics' instructions. Should Customer not return the Recalled Product in a timely manner and should Customer continue to use the Recalled Product, any damage caused by using the Recalled Product will be Customer's sole responsibility and the Customer releases Haemonetics from any liability in connection with the same.

Article 7 General

- 7.1 Assignment. Neither party may assign or transfer its rights or obligations under these GTCS without the prior written consent of the other party.
- 7.2 Sub-contract. Notwithstanding the above Article 7.1, Haemonetics reserves the right to subcontract the performance of part or all of the maintenance and repair to a third party without any obligation to obtain the consent or approval from Customer.
- 7.3 Confidentiality. Customer will maintain the confidentiality of all trade secrets, technical or marketing information, and any other confidential or proprietary information of Haemonetics (the “**Confidential Information**”), and will not use any such Confidential Information other than for the purpose of these GTCS.
- 7.4 Force Majeure. Failure of either party to perform its obligations under these GTCS shall not subject such party to any liability to the other party to the extent that such failure is caused by any cause beyond the reasonable control of such non-performing party, including, but not limited to, acts of God, pandemics, fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes or other labor trouble or a national health emergency. Such force majeure event shall not excuse non or late payment for products or services previously delivered.
- 7.5 Intellectual Property. These GTCS do not entail Haemonetics giving the Customer any licence to or transfer of any patent or any other intellectual property rights to Customer. Haemonetics retains all rights to intellectual property in the Products and in any materials developed by Haemonetics in preparing any reports or analysis for

Customer. All the reports, specifications, computer software, and documents created by Haemonetics in the course of its work under or related to these GTCS shall remain the exclusive property of Haemonetics.

- 7.6 Severability. Each provision of these GTCS is individually severable. If any provision of these GTCS is held invalid, illegal or unenforceable in any respect in any jurisdiction it is to be treated as being severed from these GTCS in the relevant jurisdiction and the validity, legality, and enforceability of any such provision in every other respect and the remaining provisions of these GTCS shall not be impaired in any way.
- 7.7 Waiver. A waiver of any right, power or remedy under these GTCS shall only be valid if it is in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.
- 7.8 Remedies. The failure or delay of either party to exercise any right, power or remedy shall not operate as a waiver thereof, and all rights, powers and remedies will continue in full force and effect. All rights, powers and remedies of both parties provided for in these GTCS are cumulative and non-exclusive, except as otherwise expressly provided.
- 7.9 Governing Law. These GTCS are governed by the law of New South Wales, Australia.
- 7.10 Dispute Resolution. For any dispute arising from and relating to these GTCS, the parties shall, in good faith and acting reasonably, attempt to resolve the dispute quickly and efficiently through negotiation. If the parties are not able to resolve the dispute by negotiation within 30 days (or such longer period agreed by the parties) of receipt of the notice of the dispute issued by a party, either party may commence court proceedings. These GTCS (including all disputes arising from and relating to it) shall be subject to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts. However, nothing in this Article 7.10 prevents either party from seeking urgent interlocutory or injunctive relief.
- 7.11 Survival. The provisions that survive termination and expiration of these GTCS are those clauses that address the parties' rights and obligations with respect to payment, warranties, limitation of liability, confidentiality and those others which by their nature are intended to survive.