

TERMS AND CONDITIONS FOR ORDERING TERUMO BCT, INC. PRODUCTS

These Terms and Conditions apply to all orders in the United States and Canada for products from Terumo BCT, Inc. ("us" or "we"). As a customer ("you") placing an order, you have agreed to these Terms and Conditions.

I. ORDERING INFORMATION

A. You may order from us in several convenient ways.

1. Call **(877) 339-4228** Monday through Friday from 6:00 AM to 5:00 PM Mountain Time, and select Option 1, then 1.
2. Send a fax to **(866) 715-6768**.
3. Email **BCTCustomer.Orders@TerumoBCT.com**.
4. Send an order by mail or express delivery to **Terumo BCT Order Processing, 10810 W. Collins Avenue, Lakewood, CO 80215-4439**.

B. Your Purchase Order number is required for all orders.

C. We must receive your original Purchase Order for all equipment orders and all orders over \$20,000.00. Such orders are subject to acceptance before shipment.

D. We are unable to accommodate requests to process purchase orders, submit invoices and receive payments through third party e-commerce providers such as Ariba Network, Transcepta and Tungsten.

II. SHIPPING, CREDIT AND PAYMENT

A. Shipping terms are DAP (Delivered At Place, Incoterms 2020), with freight and handling charges prepaid and added to the invoice.

B. If you request that we use a freight carrier of your choosing, the shipping terms will change from DAP to Ex Works (EXW, Incoterms 2020). Under Ex Works terms, you are responsible for arranging and paying for transportation from our facility (the named place of delivery). In such cases, freight charges will be billed directly to you or to a designated third party, and we will not be responsible for shipping costs or related risks once the goods are made available for pickup.

C. Credit and business approval are required before shipment.

D. Invoices will be sent via U.S. mail or electronic mail to a designated AP email address.

E. Payment is due net thirty (30) days with established credit and must be sent to the address specified on the invoice.

F. In the absence of established credit, you must pay in full when you order. We reserve the right to delay processing any such order until we receive payment.

G. We reserve the right to charge interest on late payments at the rate of the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by law, with such interest beginning to accrue on the date the payment was due. You agree to pay all reasonable attorney fees and expenses that we may incur in connection with enforcing our right to obtain payment.

H. If you violate any payment terms, we reserve the right to not fill your pending orders, to require your full or partial payment in advance or to cancel your orders.

I. You are responsible for payment of all applicable taxes on transactions under these Terms and Conditions. If you claim a tax exemption, proof of tax exemption must be submitted to us prior to or at the time of your first order.

J. We reserve the right to impose a surcharge on any order to recover costs associated with tariffs, duties, or other governmental import or export fees imposed after the order date. Any such surcharge will be itemized separately on the invoice. You agree to pay such charges in accordance with the payment terms outlined herein.

K. You grant us a first priority lien and security interest in all products sold to you until we receive payment in full. Should you violate any payment terms, we reserve the right to take all reasonably necessary actions to perfect our security interest and to enforce such interest.

L. You shall not resell our products to third parties.

III. RETURNED PRODUCTS

A. We will accept returned products only if you have contacted Customer Support for prior review and authorization at (877) 339-4228.

B. Shipping for all returned products must be prepaid.

C. Returned products are subject to a twenty-five percent (25%) restocking fee.

D. All returned products must be in original, unopened cartons and in salable condition. Broken cases are not returnable.

Terumo BCT, Inc.

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Terumo BCT Japan, Inc.

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Fax: +81.3.6743.9800

- E. All products held over six (6) months from date of invoicing are not returnable.
- F. Products close to or past their stated expiration date and discontinued products are not returnable.

IV. DAMAGED OR SHORT SHIPMENTS

- A. You must note damage or shortage on the delivery receipt at the time of delivery.
- B. If you observe damage after opening delivered goods, notify the delivery company within five (5) days and request a Concealed Damage Inspection.
- C. Please call Customer Support at (877) 339-4228 within ten (10) days of receipt whenever damaged, short or incorrect product deliveries occur so we can provide additional assistance.
- D. Notwithstanding anything to the contrary set forth above, you must file a claim directly with your freight carrier in the event shipping damage and/or lost shipment occurs for any order(s) that are shipped using Ex Works shipping terms.

V. OTHER

- A. For product warranty information, visit www.TerumoBCT.com.
- B. Product prices, specifications and availability are subject to change without notice.
- C. Quotations are strictly confidential. You shall not, except as required by law or regulations, disclose or release in any manner to any third party the fact that we have furnished or contracted to furnish the goods included in any Quotation for the prices stated.
- D. These Terms and Conditions constitute the entire agreement between you and us for the purchase of goods. There are no warranties, representations, covenants or agreements, expressed or implied, except those explicitly set forth herein. Any purported alteration of these Terms and Conditions, whether or not intended, through additional terms set forth in a Purchase Order, confirmation, acknowledgement or correspondence shall be void and of no effect, and these Terms and Conditions supersede and replace in total all other terms. Neither our shipment of products nor acceptance of payment shall constitute our acceptance of a deviation from these Terms and Conditions.
- E. ⚠️ WARNING: The power cords on Terumo BCT equipment as well as the disposable products offered by Terumo BCT may cause exposure to chemicals including phthalates, such as diisononyl phthalate (DINP) or di(2-ethylhexyl)phthalate (DEHP), which are known to the State of California to cause cancer, birth defects or other reproductive harm. For more information goto www.p65warnings.ca.gov. [p65warnings.ca.gov.]
- F. FOR SHIPMENTS INSIDE THE UNITED STATES AND ITS TERRITORIES: You shall provide a valid, up-to-date US state or territory issued pharmacy license and/or permit (for each individual location to which product(s) shall be delivered) to us prior to the shipment of any products which may contain Anticoagulant Citrate Dextrose Solution (ACD-A), Additive Solution Formula 3 (AS3) and/or Platelet Additive Solution (PAS-F). We shall not be held responsible for any late or non-shipment of product(s) in the event You have not provided a valid, up-to-date US state or territory issued pharmacy license and/or permit, regardless of anything to the contrary set forth in a Purchase Order, confirmation, acknowledgement or correspondence.

VI. CUSTOMER SUPPORT AND TRAINING TOOLS

We carry a broad selection of tools to support training, implementation, procedure development and licensure submissions on our website www.TerumoBCT.com.

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