

**ADDENDUM AGREEMENT WITH TELEFLEX LLC FOR  
POWERED INTRAOSSEOUS VASCULAR ACCESS PRODUCTS #14078**

This Agreement is entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the “County”), and Teleflex LLC, a Limited Liability Corporation authorized to do business in the State of Florida (“Teleflex”). Collectively, the County and Teleflex are referred to herein as the “Parties” and individually, as appropriate, as a “Party.”

**WHEREAS**, the County desires to contract with TELEFLEX to provide Powered Intraosseous Vascular Access Products (the “Products”); and

**WHEREAS**, TELEFLEX is able and willing to provide the Services to the County; and

**WHEREAS**, pursuant to Section 22.3-301 (28) of the Alachua County Procurement Code, the procurement of the Products to be provided by TELEFLEX to the County pursuant to this Agreement are exempt from the County’s competitive procurement processes; and

**WHEREAS**, the County and TELEFLEX agree to the terms and conditions of the TELEFLEX Quote, Pricing Agreement and Online Terms and Conditions (collectively the “TELEFLEX Agreement”), except as modified herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. The recitals set forth above are true, correct, and are incorporated into and made part of this Agreement.
2. TELEFLEX agrees to provide the Products to the County, as more specifically provided in the TELEFLEX Agreement, a copy of which is attached hereto as **Attachment 1** and is incorporated herein. The Parties agree to be bound by the terms, conditions and pricing of the TELEFLEX Agreement, except as modified in paragraph 3 of this Agreement below. In the event of conflict between the provisions in paragraph 3 below and the terms and conditions of the TELEFLEX Agreement, the provisions of this Agreement will prevail.
3. The Parties agree The Parties agree to be bound by the Teleflex Agreement except as modified below:

A. Paragraph 7 of the Teleflex Terms and Conditions, titled Payment Terms, is replaced it its entirety to read as follows:

**7. Payment Terms.**

- a. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed \$ 90,000 annually (“NTE Amount”). It will be the responsibility of the County to track spend against the NTE Amount and cease ordering any additional Goods or Services which may exceed the NTE Amount. For the avoidance of doubt, if County has issued a purchase order for Goods or Services,

Contractor will be paid for all Goods and Services provided they are delivered in accordance with this Agreement and a validly issued purchase order. Payment will be in accordance with the Teleflex Agreement attached as Attachment "1" and incorporated herein.

b. County will make payment to Teleflex of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Teleflex shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Fire Rescue  
P.O. Box 5038  
Gainesville, FL 32627-5038  
Email: [ACFRFiscal@alachuacounty.us](mailto:ACFRFiscal@alachuacounty.us)

c. If the County has reasonable cause to suspect that any representations of Teleflex relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Teleflex until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

d. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

e. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Teleflex hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

B. Paragraph 18 of the Teleflex Terms and Conditions, titled Applicable Law and Venue, is replaced in its entirety to read as follows:

18. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

C. The Parties agree to the following provisions.

- i. **Indemnification.** The Indemnification provision as contained in the TELEFLEX SOW is hereby deleted in its entirety and replaced with the following:

- A. **TELEFLEX HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND AND INDEMNIFY THE COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, ATTORNEYS, AND AGENTS (HEREINAFTER, THE "COUNTY") FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, AND DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST THE COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE TO THE EXTENT RESULTING FROM TELEFLEX'S NEGLIGENT PERFORMANCE UNDER THIS AGREEMENT.** In the event the County is alleged to be liable on account of alleged negligent acts or omissions, or both, of TELEFLEX, its employees, or agents, then the TELEFLEX will investigate, respond to and provide a defense for any allegations and claims, at TELEFLEX's expense. Furthermore, TELEFLEX will pay all costs, fees and other expenses of any defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses. TELEFLEX agrees that indemnification of the County shall extend to any and all the Services performed by TELEFLEX, its employees, agents, and assigns. TELEFLEX and the County agree to jointly cooperate with each other in the event of any litigation, including any request for documentation. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of Section 768.28, Florida Statutes.
- B. With respect to the Services provided under or arising from this Agreement, TELEFLEX shall indemnify and defend the County from any suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees and costs, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the County's misuse or the County's modification of TELEFLEX's products. If any product is the subject of an infringement suit, or in TELEFLEX'S opinion is likely to become the subject of such a suit, TELEFLEX may, at its sole expense, procure for the County the right to continue using the product, image or like to modify it to become non-infringing. If the TELEFLEX is not reasonably able to modify or otherwise secure for the County the right to continue use, TELEFLEX will refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any

royalties.

- C. TELEFLEX's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- ii. **Public Records.** In accordance with §119.0701, Florida Statutes, TELEFLEX, *when acting on behalf of the County*, shall, as required by Florida law:
- A. Keep and maintain public records required by the County to perform the Services.
  - B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if TELEFLEX does not transfer the records to the County.
  - D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of TELEFLEX or keep and maintain public records required by the County to perform the Services. If TELEFLEX transfers all public records to the County upon completion of the Agreement, TELEFLEX shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TELEFLEX keeps and maintains public records upon completion of the Agreement, TELEFLEX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

**IF TELEFLEX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.**

- E. If TELEFLEX fails to comply with this section, TELEFLEX as a Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes and a contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.
- F. TELEFLEX will take reasonable measures to protect, secure and maintain any data held in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If TELEFLEX suspects or becomes aware of a security breach or unauthorized access to such data by a third party, TELEFLEX shall immediately notify the County in writing and will work, at Teleflex's expense, to prevent or stop the data breach.
- G. Confidential Information. During the term of this Agreement, TELEFLEX may claim that some of TELEFLEX's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. TELEFLEX shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Teleflex. County will promptly notify Teleflex in writing if the County receives a request for disclosure of TELEFLEX Teleflex's Confidential Information. TELEFLEX may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. .

- 4. This Agreement, when executed by both Parties, shall become binding on both Parties ("Effective Date").

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mary C. Alford, County Manager  
Date: \_\_\_\_\_


APPROVED AS TO FORM

\_\_\_\_\_  
Alachua County Attorney's Office

**TELEFLEX, LLC**

Witness

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Print: David K. Price  
Title: Vice President, Commercial Operations  
Date: 02/22/2024

**IF TELEFLEX IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.**

## ATTACHMENT A: TELEFLEX AGREEMENT



ARROW  
EZIO  
EZIO POWER DRIVER  
EZIO  
EZIO  
EZIO  
EZIO  
EZIO  
EZIO

Alachua County Department  
Of Public  
PO Box 5038  
GAINESVILLE FL 32627-5038  
USA

### Special Price Agreement

Contract No. 50236757  
Account No. 1244321  
Alachua County Department

Page  
1 of 2

Contract Type	Notification Type	Replacement for	Printed on	Contract Dates				
Direct	Renewed	50147515	07/20/2023	10/01/2023-09/30/2024				
Teleflex LLC is pleased to offer this pricing for purchases made directly through Teleflex LLC. This pricing is offered only for the account(s) listed herein. Teleflex LLC reserves the right to adjust this pricing at any time. Typographical errors are subject to correction. All purchases are subject to Teleflex LLC's Standard Terms and Conditions of Sale - Products ( <a href="https://www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/index.html">https://www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/index.html</a> ), which are incorporated herein by reference and shall take precedence over any different, additional or conflicting terms set forth in any customer purchase order or other document presented in connection with the purchase of products hereunder.								
SEE PO 2024-1660								
Additional Comments								
Material	Brand	Material Description	Units	SUoM	Qty/SUoM	Price USD	Valid From	Valid To
9001-VC-005	Arrow	EZ-IO 25MM NEEDLE (BOX OF 5)	1	BX	5EA/BX	550.00	10/01/2023	09/30/2024
9001P-VC-005	Arrow	EZ IO 25MM NEEDLE SET + STABILIZER	1	BX	5EA/BX	665.00	10/01/2023	09/30/2024
9018-VC-005	Arrow	EZ-IO 15MM NEEDLE (BOX OF 5)	1	BX	5EA/BX	550.00	10/01/2023	09/30/2024
9018P-VC-005	Arrow	EZ IO 15MM NEEDLE SET + STABILIZER	1	BX	5EA/BX	665.00	10/01/2023	09/30/2024
9058	Arrow	EZ-IO POWER DRIVER	1	EA		299.00	10/01/2023	09/30/2024
9065	Arrow	EZ-IO POWER DRIVER VASCULAR ACCESS PACK	1	EA		39.95	10/01/2023	09/30/2024
9066-VC-005	Arrow	EZ-STABILIZER(BOX OF 5)	1	BX	5EA/BX	50.00	10/01/2023	09/30/2024
9079-VC-005	Arrow	EZ-IO 45MM NEEDLE (BOX OF 5)	1	BX	5EA/BX	550.00	10/01/2023	09/30/2024
9079P-VC-005	Arrow	EZ IO 45MM NEEDLE SET + STABILIZER	1	BX	5EA/BX	665.00	10/01/2023	09/30/2024

Teleflex LLC  
3015 Carrington Mill Blvd Morrisville, NC 27560  
Tel: (919) 544-8000 Fax: (919) 433-4995 Email: [contractservices@teleflex.com](mailto:contractservices@teleflex.com) [www.teleflex.com](http://www.teleflex.com)



ARCANT  
BRIDE  
HUSCHEN FRO  
LMAU  
MILAU  
RUSCH  
URLOUFF  
WECK

## Special Price Agreement

**Contract No.** 50236757  
**Account No.** 1244321  
Alachua County Department

**Page**  
2 of 2

Alachua County Department  
Of Public  
PO Box 5038  
GAINESVILLE FL 32627-5038  
USA

Contract Type	Notification Type	Replacement for	Printed on	Contract Dates
Direct	Renewed	50147515	07/20/2023	10/01/2023-09/30/2024
<p>Teleflex LLC is pleased to offer this pricing for purchases made directly through Teleflex LLC. This pricing is offered only for the account(s) listed herein. Teleflex LLC reserves the right to adjust this pricing at any time. Typographical errors are subject to correction. All purchases are subject to Teleflex LLC's Standard Terms and Conditions of Sale - Products (<a href="https://www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/index.html">https://www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/index.html</a>), which are incorporated herein by reference and shall take precedence over any different, additional or conflicting terms set forth in any customer purchase order or other document presented in connection with the purchase of products hereunder.</p>				
<b>Additional Comments</b>				
Customer No.	Customer Name	Customer Address	Valid From	Valid To
1244321	Alachua County Department	PO Box 5038 / Gainesville FL 32627-5038	10/01/2023	09/30/2024

Teleflex LLC  
3015 Carrington Mill Blvd Morrisville, NC 27560  
Tel: (919) 544-8000 Fax: (919) 433-4995 Email: [contractservices@teleflex.com](mailto:contractservices@teleflex.com) [www.teleflex.com](http://www.teleflex.com)



## PRICING AGREEMENT

### Product Category(ies): Powered Intraosseous Vascular Access Products


This pricing agreement (this "Agreement") is entered into the 1st day of the calendar month following the last date of the parties' signature below (the "Effective Date"), and is between Teleflex LLC ("Teleflex"), located at 3015 Carrington Mill Blvd. Morrisville, NC 27560, and Alachua County Department / Of Public ("Customer"), located at 5900 Northwest 13th Street, Gainesville, FL 32653-2125, for itself and, if operating a multifacility system, on behalf of each facility listed on Exhibit A attached hereto (collectively, the "Facilities"). Teleflex and 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) Customer agrees to purchase 100% of its \$68,788.00 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 six (6) 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.

If the abovementioned Compliance Commitment is not met, 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 one hundred and eighty (180) 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. 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 at: <https://www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/index.html>. 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.

[Signatures on following page]

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

 _____ Teleflex Signature	David K. Price _____ Printed Name	Vice President, Commercial Operations _____ Title
_____ Customer Signature	_____ Printed Name	_____ Title

**EXHIBIT A  
FACILITIES**

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

Customer	Address	City	State	Zip
Alachua County Department / Of Public	5900 Northwest 13th Street	Gainesville	FL	32653-2125

**EXHIBIT B  
PRODUCTS AND PRICING**

Item	Description	Pricing
1125-29-1	ADULT PROXIMAL TIBIA TRAINING BONE (EA)	\$ 37.00
1117-5-1	CHILD TIBIA TRAINING BONE (EA)	\$ 35.00
1126-110	DISTAL TIBIA/ANKLE TRAINING BONE (EA)	\$ 34.00
9018-VC-005	EZ-IO 15MM NEEDLE (BOX OF 5)	\$ 550.00
9018-VC-001	EZ-IO 15MM NEEDLE (EA)	\$ 185.00
9018P-VC-005	EZ-IO 15MM NEEDLE SET + STABILIZER(BOX O	\$ 665.00
9021	EZ-IO 15MM TRAINING NEEDLE (EA)	\$ 35.00
9001-VC-005	EZ-IO 25MM NEEDLE (BOX OF 5)	\$ 550.00
9001-VC-001	EZ-IO 25MM NEEDLE (EA)	\$ 185.00
9001P-VC-005	EZ-IO 25MM NEEDLE SET + STABILIZER(BOX O	\$ 665.00
9017	EZ-IO 25MM TRAINING NEEDLE (EA)	\$ 35.00
9079-VC-005	EZ-IO 45MM NEEDLE (BOX OF 5)	\$ 550.00
9079-VC-001	EZ-IO 45MM NEEDLE (EA)	\$ 185.00
9079P-VC-005	EZ-IO 45MM NEEDLE SET + STABILIZER(BOX O	\$ 665.00
9078	EZ-IO 45MM TRAINING NEEDLE (EA)	\$ 40.00
9058	EZ-IO POWER DRIVER	\$ 75.00
9065	EZ-IO Power Driver Vascular Access Pack	\$ 39.95
9074	EZ-IO PWR DRIVER HARDSIDED CARRYING CASE	\$ 18.95
9034TK	EZ-IO TRAINING KIT	\$ 412.00
9059	EZ-IO TRAINING POWER DRIVER	\$ 143.00
9072	EZ-IO® POWER DRIVER CRADLE	\$ 7.28
9066-VC-005	EZ-STABILIZER(BOX OF 5)	\$ 50.00
1051-16	HUMERUS TRAINING BONE W/O SKIN (EA)	\$ 26.00
1051-16-1	HUMERUS TRAINING BONE W/SKIN (EA)	\$ 33.00
1167-2	INFANT TIBIA/FIBULA TRAINING BONE (EA)	\$ 25.00
1522-1202	IO Training Block (120x85x37) with skin	\$ 33.00
1522-1201	IO Training Block (120x85x63) with skin	\$ 33.00
1522-1200	IO Training Block (170x120x63) with skin	\$ 70.00
1052	PED. HUMERUS TRAINING BONE W/O SKIN (EA)	\$ 20.00
1052-1	PED. HUMERUS TRAINING BONE W/SKIN (EA)	\$ 36.00
1522-440	TRAINING BONE BLOCK, HARD (4.5X3.25X1.5)	\$ 24.00



Teleflex LLC  
3015 Carrington Mill Blvd, Morrisville, NC 27560  
Phone: 866-246-6990  
cs@teleflex.com

## United States

# Standard Terms and Conditions of Sale – Products

These standard terms and conditions of sale ("Terms") apply to all orders received from and all sales made to 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 record 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.** 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/](http://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](mailto: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 parcel Orders must be received by Teleflex before 2pm 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/](http://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](mailto: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 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.

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. 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/](http://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 60 calendar days after discovery of the alleged non-conformance or defect in the Product. Unless otherwise directed in writing by Teleflex, within 60 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.

PRODUCTS PURCHASED FROM OTHER THAN TELEFLEX OR ITS LIMITED AUTHORIZED DISTRIBUTION NETWORK, SUCH AS THROUGH BROKERS, INDEPENDENT DISTRIBUTORS OR ONLINE MARKETPLACES (SOMETIMES REFERRED TO AS THE "GRAY MARKET"), MAY BE COUNTERFEIT, MODIFIED, BEYOND TELEFLEX'S RECOMMENDED SHELF LIFE, OR IMPROPERLY STORED OR HANDLED. TELEFLEX DOES NOT PROVIDE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY COVERAGE OR CUSTOMER SUPPORT FOR SUCH PRODUCTS PURCHASED FROM ANY SOURCE EXCEPT TELEFLEX OR ITS AUTHORIZED DISTRIBUTORS.

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. **Applicable Law and Venue.** These Terms and the transactions contemplated hereby are governed by, and to be construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to the sale of any Products hereunder. Any legal action relating to the Products shall be commenced and maintained exclusively before the Pennsylvania state court of record in Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. By purchasing the Products, Customer hereby submits to the jurisdiction of those courts and waives any right to challenge or otherwise raise questions of personal jurisdiction or venue in any action commenced or maintained therein. Each party hereby waives any right to jury trial in connection with any legal action in any way arising out of or related to these Terms.
19. **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.
20. **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 of 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.