

Conditions of Sale

Effective October 1, 2003

Terumo Medical Corporation (TMC) is committed to removing redundant transactions and excessive costs from our system and the systems of our customers. To that goal, we are pleased to finalize our standard terms and conditions of sale. These conditions are designed to simplify TMC's order fulfillment process for the benefit of both ourselves and our customers as they enable you to place one order, receive one shipment, receive one invoice, and make one payment. These standard terms and conditions are offered to clarify and not to replace or modify the terms and conditions shown on the reverse of our Invoice.

Payment Terms

- ◆ Net 30 Days, unless pre-approved and otherwise authorized in writing by National Sales Manager and Chief Financial Officer.

Minimum Order Policy

- ◆ All orders must be placed as full case quantities. Orders for less than case quantity will not be accepted.
- ◆ All orders under \$250 will be shipped FOB Terumo. The actual freight charges will be added to the invoice.
- ◆ All orders over \$250 will be shipped FOB Destination.
- ◆ All air freight or special handling requirements will incur additional freight charges. The actual freight charges will be added to the invoice.

Return Goods Policy

- ◆ All requests to return product should include the item number, lot number, quantity and P.O. number from purchase and be directed to Terumo Medical Corporation, Customer Administration. The toll free numbers are:

Telephone: 1-800-283-7866

Fax: 1-800-411-5870

No return will be accepted *without* a Return Goods Authorization ("RGA"). Returned products must be sent freight pre-paid to the location identified on the approved Return Goods Authorization form with a copy of the RGA in the shipment.

- ◆ Items to be returned must be in original, unopened cases and in saleable condition. Saleable condition is determined by TMC Receiving Dept. **Broken cases are not returnable.**
- ◆ Any merchandise over six (6) months old from date of invoice will not be accepted and will receive no credit.
- ◆ No credit will be issued for items with less than nine (9) months shelf life remaining.
- ◆ For all other returns, a 25% restocking fee will be charged. The National Sales Manager and/or Customer Administration Manager have authority to waive this charge as circumstances warrant. No restocking fee will be charged if the return is the result of TMC error.