



Orders

To ensure accurate processing of your order, please provide the following information:

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| 1. Purchase Order number | 5. Quantity and Price |
| 2. Name and address for both shipping and billing purposes | 6. Shipping insurance and special instructions |
| 3. Telephone and fax number | 7. Signed exemption certificate, if tax exempt |
| 4. UTMD Product description and catalog number | |

Minimum order is one (1) box. To place an order, contact Customer Service by phone, fax or e-mail:

Utah Medical Products, Inc.	Phone: 800-533-4984
7043 South 300 West	Fax: 801-566-2062
Midvale, UT 84047 USA	E-Mail: customer@utahmed.com
Phone: (800) 533-4984	

Standard OEM Terms and Conditions of Sale

The terms and conditions set forth below supersede the terms and conditions of any purchase orders or similar documents submitted by you ("Purchaser") to UTMD with respect to the purchase of UTMD components or finished devices. No terms or provisions of any purchase orders or similar documents submitted by the Purchaser and no waiver, alteration, or modification of any of the terms and provisions set forth below shall be effective or binding on UTMD and its subsidiaries, unless in writing and signed by an authorized officer of UTMD. Acceptance of product shipped by UTMD confirms Purchaser's agreement to be bound by these terms and conditions.

1. Health Regulations. Purchaser warrants that UTMD's products are components included as part of a finished, packaged, and properly labeled device of Purchaser. Purchaser agrees to comply with all applicable health laws, regulations and orders of government applicable to its assembly and sale of UTMD components. Purchaser agrees to maintain and to provide UTMD with such records and reports as necessary or advisable to enable UTMD to satisfy and conform to all regulatory requirements including product liability and traceability, quality assurance and defect incident reports in such form as may be requested by UTMD, and in sufficient detail to enable UTMD to take corrective action.

2. Acceptance of Orders and Pricing

All Purchaser purchase orders are subject to acceptance by UTMD at Midvale, UT solely on the terms and conditions set forth below.

3. Terms of Payment

Net thirty (30) days from date of invoice. Balances unpaid after thirty days may incur a service charge at the rate of 1.5% per month (or the maximum rate permitted by law, if less) until paid. Purchaser agrees to reimburse UTMD for any legal fees incurred by UTMD to collect amounts to which it is entitled. UTMD may set credit limits for Purchaser at its sole discretion. UTMD may withhold new shipments when Purchaser's account has reached its credit limit, or if accounts have not been timely paid in full, until applicable payments have been received.

4. Warranty, Disclaimer and Limitation of Liability

UTMD warrants products to be free from defects in workmanship and material and in material compliance with UTMD product specifications in effect on the date of shipment for a period of thirty (30) days from date of shipment. During the warranty period UTMD shall, at its option, replace any products shown to UTMD's reasonable satisfaction to be defective at no expense to the Purchaser or refund the purchase price. The foregoing remedies shall be Purchaser's sole and exclusive remedies under this warranty. In the event Purchaser makes any modifications or alterations to UTMD's products, the foregoing warranties shall be void and of no further force or effect. EXCEPT FOR THE FOREGOING WARRANTIES, THE PRODUCTS ARE SOLD AS-IS AND WITHOUT ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER. UTMD HAS NOT MADE AND DOES NOT MAKE ANY OTHER REPRESENTATION, WARRANTY, GUARANTY, OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE DESIGN, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF THE PRODUCTS IN ANY RESPECT. UNDER NO CIRCUMSTANCES AND IN NO EVENT WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE SHALL UTMD BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC LOSS. IN NO EVENT SHALL UTMD'S LIABILITY TO THE PURCHASER WITH RESPECT TO THE PURCHASE OF A PRODUCT EXCEED THE PURCHASE PRICE FOR SUCH PRODUCT.

5. Product Specifications

UTMD reserves the right to change or modify product specifications from time to time provided, however, that no such change or modification shall be applicable to products previously shipped by UTMD which shall continue to be governed by the warranty in effect on the date of shipment, nor to products currently on order but not shipped without prior notification and acceptance by Purchaser.

6. Infringement Indemnification

UTMD agrees to indemnify Purchaser from any third party claims of infringement of any copyright or patent related to Purchaser's use of UTMD's products.

7. Returns

Purchaser must obtain authorization from UTMD prior to returning any products, and to qualify for credit, products must be returned, transportation prepaid, within thirty (30) days of original shipment date in same condition as received.

8. Taxes

The amount of any present or future federal, state, or local taxes required to be collected or paid by UTMD will be added to the invoice and paid by the Purchaser.

9. Shipments

UTMD shall not be liable and assumes no responsibility for any loss or damage sustained by Purchaser due to inability to meet a specified delivery date. Shipping discrepancies must be reported within ten (10) days from receipt of merchandise.

10. Shipping Policy

All products are sold F.O.B. UTMD's Midvale UT facility, and shipped via United Parcel Service or best way, unless modified in advance per Paragraph 13 below. Freight charges will be prepaid by UTMD and added to the invoice. UTMD reserves the right to make deliveries through its own means where possible. Insurance, if required, must be specified by purchaser at its own cost.

11. Cancellations

Custom orders cannot be cancelled after acceptance by UTMD except upon terms that will fully compensate UTMD's incurred costs for materials that cannot be used in other devices.

12. Force Majeure

UTMD shall not be liable for loss, damage, delay, or failure to deliver caused by accident, labor disputes, flood, earthquakes, riots, fire, civil commotion, insurrection, war, the elements, embargoes, failure of carriers, inability to obtain transportation facilities, government regulations, acts of God or the public enemy or limitations of UTMD or its suppliers, production or marketing activities or any other causes or contingencies beyond its control.

13. Entire Agreement, Amendments, Special Terms

This Agreement contains the entire and only agreement between the parties respecting sale of products referred to herein, and all prior and collateral representations, promises and conditions in connection therewith are superseded hereby. No modification waiver or termination of any provisions contained in this Agreement or any future representation, promise or conditions in connection with the subject matter hereof shall be binding upon UTMD or Purchaser unless made in writing and signed by an officer or other authorized representative thereof.

14. Term and Termination.

This Agreement remains in effect until terminated by one of the parties. Either party to this Agreement may terminate it, with or without cause, upon thirty (30) days' written notification to the other party. Upon termination, all amounts owed by Purchaser to UTMD shall become immediately due and all unfilled orders of products for purchase by Purchaser specifying shipment dates beyond sixty (60) days after termination shall be deemed terminated without liability on the part of either party.

15. Choice of Law

This Agreement shall be interpreted and construed in accordance with the laws of the state of Utah.