

General Terms and Conditions of Sale Asia

1. **TERMS:** These terms and conditions, together with any Distributor Agreement that may exist between Teleflex and Distributor, constitute the complete conditions of sale ("Conditions") for the Products and may not be added to, modified, superseded or altered except by written agreement or modification signed by Teleflex's authorized representative, notwithstanding any other additional or modifying terms or conditions which may now or in the future appear on Distributor's purchase order, acknowledgment or other forms (all of which are objected to by Teleflex without future notification), and notwithstanding any shipments, tenders of delivery, acceptance of payments, or other similar acts of Teleflex. Notification of objection to additional (or different) terms is given hereby. Distributor's acceptance of any performance by Teleflex shall be taken as Distributor's acceptance of these terms and conditions.
2. **NO PERSON (EXCEPT AN OFFICER OF TELEFLEX) IS AUTHORIZED TO BIND TELEFLEX TO ANY ORDER EXCEPT ACCORDING TO THE TERMS AND CONDITIONS ON BOTH SIDES HEREOF.**
3. **SHIPMENT.** All shipments hereunder will be made in the Teleflex's standard shipping practices to Distributor at Distributor's address as set forth on Distributor's purchase order. **Title and risk of loss to the Products purchased under this Agreement shall pass to Distributor upon and delivery thereof to the first carrier.**
4. **TAXES DUTIES.** Distributor shall bear all applicable federal, state, municipal and other government taxes (such as sales, value added, use, or similar taxes); all customs duties, and similar charges (any agent appointed for the purpose of importation of the Products shall be the agent of Distributor not Teleflex); and all personal property taxes assessable on or with respect to the Products.
5. **CUSTOMS CLEARANCE.** Distributor shall perform the functions necessary to clear the Products through all non-United States customs and similar controls, and it shall arrange for the transportation of the Products from the Port of Entry to the Distributor or the purchaser within the Territory.
6. **PAYMENT.** Any payment not made to Teleflex when due shall be subject to a carrying charge of one and one half percent (1 1/2%) per month on the unpaid balance until paid. Distributor shall have no right to offset any amount whatsoever against any payment or other obligation which Distributor may owe to Teleflex under the terms hereof.
7. **CASUALTY AND AVAILABILITY OF SUPPLIES:** Delivery of all or any part of the Products is contingent upon Teleflex's ability to obtain the Products, other goods, supplies, raw materials and services through its regular and usual sources of supply. If by reason of any contingency beyond Teleflex's control, including (but not limited to) war, governmental requests, restrictions or regulations, fire, flood, casualty, accident, or other acts of God, strikes or other difficulties with employees, delay or inability to obtain goods (including the Products), labor, equipment, material and service through Teleflex's usual sources, failure or refusal of any carrier to transport materials, delay in transport thereof, or any other similar occurrence, Teleflex is not able to meet anticipated deliveries, Teleflex shall not be liable therefore and may, in its discretion without prior notice to Distributor, postpone the delivery date(s) under this document for a time which is reasonable under all the circumstances. Teleflex shall make commercially reasonable effort to notify Distributor of the delay in meeting anticipated deliveries.
8. **ACCEPTANCE.** Distributor shall inspect all Products promptly upon receipt thereof at the shipping destination and may reject any Products which fail in any significant respect to meet the specifications for such Product prevailing on the date of delivery in accordance with the Return Goods Policy established by Teleflex (See Appendix A).

9. **LIMITED WARRANTY, WARRANTY DISCLAIMERS AND LIMITATIONS OF REMEDIES AND LIABILITIES:** Teleflex warrants that the Products which are manufactured by Teleflex will be free from defects in materials and workmanship for the shelf life of the Products indicated by the lot number and the expiry date on the Products if they have an expiration date. Any Products determined by Teleflex to be defective at time of delivery will be replaced, at Teleflex's option at Teleflex's point of shipment, shipment prepaid by Distributor, provided Distributor has acted in accordance with Paragraph 7 hereof. Teleflex does not warrant against failures or damages caused in transit or by erosion, corrosion, misuse or improper use or application of the Products, use of the Products not in compliance with instructions or use of Products by untrained or unqualified persons.

Except as set forth above, Teleflex makes NO OTHER WARRANTIES concerning the Products whatsoever. TELEFLEX DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE concerning the Products. Distributor acknowledges and agrees that Teleflex's obligation described in this Paragraph 8 is the sole remedy bargained for by Distributor IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. In no event will Teleflex's liability exceed the payment Teleflex received from Distributor for the Products in question. Teleflex's obligations described in this Paragraph shall be DISTRIBUTOR'S SOLE AND EXCLUSIVE REMEDY AGAINST TELEFLEX OR ANY LIABILITY WITH RESPECT TO THE PRODUCTS WHETHER ANY CLAIM FOR RECOVERY IS BASED UPON OR ARISES OUT OF THEORIES OF CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE. Distributor agrees that NO OTHER REMEDY SHALL BE AVAILABLE to Distributor and that IN NO EVENT SHALL TELEFLEX BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, (including without limitation loss of income, loss of time, loss of sales, cost or replacement items, claims asserted by Distributor's customers, injury to personal property, or injury to any person, whether or not occasioned by Teleflex's negligence) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise, even if Teleflex has been advised of the possibility of such damages. No accommodation by Teleflex to Distributor, whether by attempt, effort or promise to repair or replace, and whether for sales policy or otherwise shall establish any additional liability of Teleflex or any contract term inconsistent with the term herein. A suit based on any cause of action must be commenced within one year from the date of delivery of the Product in question.

10. **CANCELLATION:** Teleflex may cancel or terminate all or part of any purchase order arising from or evidenced by this document immediately upon the happening of any of the following: Distributor's material delinquency of any of its obligations hereunder or with respect to any other order or transaction with Teleflex; institution of any proceedings by or against Distributor, any of Distributor's property or majority shareholder of Distributor under any law dealing with bankruptcy, insolvency, receivership or other relief of debtors; Distributor's suspension or termination of business or assignment for the benefit of creditors; Distributor assigning rights or delegation of duties without prior written consent of Teleflex or any event, whether or not similar to the foregoing, which in Teleflex's good faith belief materially impairs the prospect of payment or performance by Distributor hereunder. Teleflex's rights to cancel, suspend or terminate set forth herein may be exercised by Teleflex without liability.
11. **STATUTORY COMPLIANCE:** Teleflex is not responsible for compliance with any laws, standards or specifications applicable to the Products, their delivery, use, handling, labeling, transportation or disposal, whether of general or particular application, unless Distributor has furnished specific written notice thereof prior to Teleflex's entry of Distributor's order and the an officer of Teleflex acknowledges in writing receipt and acceptance as a part of the order such law, standard or specification.
12. **PRODUCT LABELS AND MSDS INFORMATION:** Distributor acknowledges that it has received and is familiar with Teleflex's and any manufacturer's labeling, Material Safety Data Sheet ("MSDS"), if applicable, and literature concerning the Products and Distributor shall be responsible for forwarding such information to its employees, agents, end-users and customers. Distributor shall not alter, modify, or repackage Products without obtaining Teleflex's prior written approval. Distributor shall not remove or tamper with the original labels on any Products.
13. **PERMISSIBLE VARIATIONS:** Teleflex has the right, without giving notice to Distributor, prior to the delivery of Products to Distributor to make any changes in the composition of the Products which, in the opinion of Teleflex, does not affect the general characteristics or properties of the Products. In addition, Teleflex may make any change or variation in the Products which is within governmental or industry standards or

specifications applicable at the time of manufacture without giving notice to Distributor. Distributor will accept any Products which may incorporate any changes in the composition or specifications, and any increase in price resulting from such change will be paid by Distributor.

14. REPRESENTATIONS BY AGENT OR REPRESENTATIVE: These Conditions shall govern the liability and obligations of Teleflex in regard to the sale of Products, whether the sale was procured directly by Teleflex or indirectly through an authorized sales representative. No agent, employee or representative of Teleflex has any authority to bind Teleflex to any additional or contrary affirmation or representation concerning the Products sold under this document. Unless an affirmation or representation is specifically included within these Conditions or is in writing signed by an officer of Teleflex, it shall not be enforceable by Distributor or by any person claiming by or through Distributor.
15. PRODUCT RECALLS: If any products shipped to and held by the Distributor are or become subject to a recall voluntary or mandate by the United States Food and Drug Administration (FDA) and/or EU (European Union) Competent Authority, Distributor shall notify Teleflex immediately of possession of affected product, request a return authorization and promptly return the affected products to the address designated. Distributor shall concurrently execute a local recall to the sub-dealers and/or Hospitals.
16. MISCELLANEOUS: All sales are subject to approval by Teleflex's credit department. Orders entered on Teleflex's books cannot be countermanded nor deliveries deferred except with Teleflex's written consent and upon terms that will indemnify Teleflex against all loss. These Conditions will be governed by the local laws of Singapore unless an existing Distributor Agreement between the parties provides otherwise. If any of the provisions hereof shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. No right or interest hereunder shall be assigned or otherwise transferred by Distributor.

The individual rights and remedies of Teleflex reserved in these Conditions shall be cumulative and additional to any other or further remedies provided in law or equity. Waiver by Teleflex of performance or inaction with respect to Distributor's breach of any provision hereof, or failure of Teleflex to enforce any provision hereof which may establish a defense or limitation of liability, shall not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision shall remain in full force and effect as written.

As used herein, "Distributor" and "Teleflex" include the respective heirs, executors, personal representatives, successors and permitted assigns of each.

APPENDIX A

Customer Service Information:

Teleflex Medical Asia Pte. Ltd.
6 Battery Road
#07-02
Singapore 049909

Phone: + 65-6439 3003
Fax: + 65-6438 2380
Email: singaporecustomerservice@teleflexmedical.com

Hour: 9.00am – 5.30pm; Monday-Friday

Ordering Information:

The terms on our Acknowledgement and Invoices state Teleflex's entire contract. Teleflex shall not be bound by and different, additional or conflicting terms and conditions contained in Buyer's Purchase Order unless expressly agreed to in writing by Teleflex. Teleflex's Acknowledgment will not hereafter be subject to any change, modification or conflicting language without Teleflex's prior written consent."

Minimum orders per purchase order shall be \$2,500.

Purchase Orders must specify the following when ordering:

- Teleflex customer number
- Purchase Order number
- Billing and shipping address including freight forwarder info as applicable
- Shipping mode including carrier account numbers as applicable
- Payment Terms
- INCO terms – must indicate a three-letter INCO term plus the port/terminal
- Product Catalog number, description, pricing and quantity
- Special shipping instructions including 3rd party inspection requirements, documentation, etc.

Payment Terms:

Payment terms are established by the Teleflex Accounts Receivable Department.

Freight and Shipments:

Unless otherwise stipulated, delivery of all products to third party dealers is EXW Teleflex shipping point at the Distributor's expense.

In this case or any other case where we might use another INCO term , the title of the goods, all risk of loss, and all transportation and insurance cost passes to the buyer upon delivery to the first carrier.

Upon receipt of shipment, all products should be unpacked and inspected. Please refer to the section of Shipment Discrepancies.

Forwarder scheduling policy: once the order is ready to ship and communicated to the Distributor, it is the Distributor's responsibility to have its appointed freight forwarder confirm pick-up of the goods within 48 hours. If the freight forwarder does not confirm; Teleflex reserves the right to use its in-house freight forwarder to carry out the shipment at the Distributor's expense.

Coated Catheters: purchase orders for this family of products must be submitted separately from other Arrow branded products. The transport mode must be air; effective January 1, 2012 coated catheter will be shipped air at the Distributor's expense.

Delinquent Payments

In the event of nonpayment of an invoice, all interest, collection fees and/or legal fees incurred by Teleflex will be added to the balance owed on the account, as permitted by law.

Pricing:

Current year pricing (pursuant to a Special Price Agreement ("SPA") or Price List ("PL")) is valid only for shipments scheduled to ship in the same calendar year and placed within the lead-time policy. Any order placed in one calendar year to be delivered in a subsequent calendar year will be priced at the subsequent calendar year's SPA or PL.

Purchase orders may not be processed if price discrepancies are found at order entry.

Lead Times – Regular Stock Orders Dealers

The calculated lead-time is based on day of order entry. Lead time will not be adjusted due to receipt of non-conforming purchase orders. Calculations are based on calendar days; in the event that the lead time date falls on a weekend or holiday, the lead time should be extended to the 1st business day after the calculated lead time date.

- Made to Stock (MTS) : 30 days
- Made to Order (MTO): 60 days
- Affiliates: 8 weeks with Rolling forecast
- IAB Pumps: 42 days
- Instruments: 90 days
- Drop ship from EDC: 30 days
- Drop ship from Malaysia: 60 days
- Drop ship from Everett: 30 days

As products become available, Teleflex reserves the right to ship in advance of the stated lead time set forth above.

Definition:

The Lead Time begins on the day we receive the order.

The Lead Time information stated is for standard Purchase Order that have been forecasted and submitted to Teleflex (monthly rolling 12 months forecast).

This does not apply to Spot Orders or Rush Orders.

Spot Order Processing / Rush Order Processing (Definitions)

A Spot Order is an unplanned order that has not been forecasted or reflected in the monthly forecast.

A Rush Order is a planned order that needs to be expedited upon customer request.

There will be no fixed lead time for Spot Order / Rush Order; the delivery date will be mutually agreed between the Teleflex and Customer (subject to confirmation of material availability and shipment schedule).

Arrow Shelf Life

The following Arrow brand product families will have a fourteen (14) month shelf life (using a 30 day month a 14 month policy would equate to 420 days) upon shipment out of ADC;

1. Wedge Pressure
2. Intra Aortic Balloons (IAB)
3. ARROWg⁺ard coated products
 - a. Multi Lumen
 - b. Single Lumen
 - c. Acute Catheters
 - d. Large Bore Catheters
 - e. MAC
4. Thermo dilution Catheters
5. Bergman

Note: We reserve the right to ship anything between 390 – 420 days of remaining shelf life.

The Purchase Orders for any of the products noted in the table above must be submitted with a request of no greater than 420 days of shelf life.

The shelf life for all other Arrow brand product is 18 months or 540 days.

Return Goods Policy

Return Goods:

A Return Goods Authorization (RGA) number must be received from Teleflex Customer Service prior to returning any Products. International customers may send their information by facsimile to + 65-6438 2380 within (90) calendar days of invoice date for out of the country dealers and (7 days) for domestic accounts in Singapore and must include:

- Invoice Number
- Purchase Order number
- Date of purchase
- Product catalog number
- Quantity of terms returned
- Lot or serial number
- Reason for Return

With the exception of defective Product and Teleflex error, all authorized return shipments must be shipped freight prepaid. Upon issuance of the RGA number, the customer will be advised as to which Distribution Center to ship the products. Goods returned without an RGA number will not be accepted or credited. Teleflex will not accept return shipments after 30 days of the RGA issue date.

Acceptable Returns and Credit Schedule

Reason for Return	Credit
Defective product	Invoiced price
Teleflex's shipping error	Invoiced price
Teleflex's order error	Invoiced price
Customer order error	Invoiced price less 50%*

*** Customer will be responsible for the freight to our DC plus taxes and duties related to clearing customs.**

Unacceptable Returns:

- Merchandise damaged in transit. The carrier is responsible and should be contacted by Distributor
- Custom, special order, MTO (made to order)
- Sterile products (regardless of shelf life)
- Disposable Products
- Products engraved, etched or labeled by Distributor or anyone other than Teleflex
- Products not in the original individual packing and original master packing with the original seal tape.
- Products in less than sales unit quantity
- Products used or not in saleable condition
- Obsolete or discontinued product
- Private labeled products
- Non-sterile products with a designated shelf life having less than 12 month's duration

At the sole discretion of Teleflex, any return shipments that do not comply with the above policy may be refused and returned to Distributor at its expense.

Shipment Discrepancies:

In the event that Distributor receives merchandise that does not match the Product described on the packing slip and/or purchase order acknowledgement issued by Teleflex and the incorrect Products are discovered prior to acceptance of the delivery as set forth in Paragraph 7 of these Conditions:

- A. Distributor shall notify Teleflex's Customer Service Department within 60 calendar days of invoice for such incorrect Products.
- B. Distributor shall communicate the discrepancy by filling in the Discrepancy Form and processing the Form through Customer Service.
- C. At its discretion, and taking into consideration cost effectiveness, Teleflex shall issue a Return Authorization Number to be used by Distributor on all correspondence relating to the shipment containing incorrect Products.
- D. Distributor shall return any incorrect Product to Teleflex, freight collect, within 10 working days of receipt of a Return Authorization Number.

Returns of Unsaleable Products:

Damaged Goods

Orders: If shipments arrive to final destination broken or damaged condition, Distributor shall report this to its transportation/freight company and file its claim. Teleflex shall not be responsible for issuing credits for the Products or for any transportation charges for the Products damaged in transit.

Defective Products

If any defective Product is discovered, Distributor shall notify Teleflex's Product Complaint Department with details. At its discretion, Teleflex shall authorize return of such Product for evaluation/review. If defective Product is to be returned, Distributor shall effect such return to Teleflex, freight collect, within 10 working days of authorization from the Product Complaint Department. Teleflex shall inspect the Products returned by Distributor and, if Teleflex determines in its sole discretion that the Products are defective, Teleflex shall at its option and expense, either repair or replace such properly rejected Products.

Expired Products

Teleflex shall not issue credit or replace expired Products after the acceptance of the Products.

Proper disposal of Teleflex Products

Distributor shall be responsible for the proper disposal of any of the Products that are returned to Distributor's specific location in accordance with the laws and regulations of the Territory relating to disposal of Products and any procedures established by Teleflex from time to time regarding disposal of the Products.

Deviation from these Conditions is at the discretion of Teleflex Senior Management. Disputes concerning this policy and its administration should be addressed to the President of International Business or SEA MD/GM.

This document supersedes any previous revisions.

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