

**ReCathCo**  
**CONFIDENTIAL**  
**Terms and Conditions of Sale**

The parties agree that the transaction is governed by the 13 Pa. C.S.A. §2312 and that the goods delivered by ReCathCo will be in accordance with the buyer's specifications.

**Terms of Payment:** Our terms are NET 30 DAYS unless otherwise specified on the invoice and agreed to in writing and signed. Accounts not paid for, in accordance with specific terms, may be charged interest at the rate of 1½ % per month, beginning 20 days past the due date.

**Delivery:** All stated delivery dates are estimated only and are made in good faith, but are not guaranteed. We are not responsible for delays in obtaining raw materials, emergencies, or any other cause beyond our immediate control.

**Shipments:** All shipments are F.O.B Allison Park, PA, unless otherwise specifically agreed upon (in writing) in advance of shipment. Freight is to be Collect or PPD and ADD.

**Taxes:** The amount or amounts of sale, excise, use taxes and other taxes or other governmental charges upon production, sale, and/or shipments of the goods sold hereunder, now imposed by any government authority or hereafter becoming effective, shall be paid by the purchaser, to the proper authority.

**Purchases Orders:** Any terms or conditions of any customer's order (or other documents) which are in addition to or inconsistent with our company's terms and conditions, hereof, shall not be binding on our company and shall not apply to sale. ReCathCo reserves the right to overship/undership 10 %.

**Changes in Order:** Changes, arrangements, or understanding not in writing shall not be binding on our company and shall not apply to sale. Any request for change must be made in 10 working days or less after acknowledgement of an order. An order may not be changed once sub-components/components have been manufactured or ordered.

For blanket orders, changes cannot be made once sub-components/components have been manufactured or ordered. Any request for a shipment change must be made 25 working days before the acknowledged ship date.

**Conditional Pricing:** Your order will be accepted and billed at the price quoted. Unit prices apply only to the specific quantity and delivery schedule quoted. Any variation in quantity specified and or rate or delivery may necessitate a revision in unit and price.

**Errors in Price:** Prices quoted shall be subject to correction for errors. Quotations not accepted within 30 days shall not apply to sale.

**Cancellation:** An order may not be cancelled once material has been produced. No order may be cancelled, whether material has been produced or not, if the request to cancel is made less than 10 working days prior to the acknowledgement ship date. Customer may be responsible for purchasing raw material that cannot be returned.

**Claims:** All claims for rejection must be made in writing within 30 days from date of receipt of material; otherwise the claim will not be allowed. All claims must specify our applicable invoice number, date and ReCathCo lot number. No goods may be returned without our written permission and authorization number. Under absolutely no circumstances, shall we be liable for consequential damages.

**Notification:** Routing may be selected by customer and billed PPD and add or collect. Due to weight or size limitations, the routing may be changed. The customer will be notified, before shipment, of any changes in routing.

**Payments:** If, in the judgment of the company, the financial condition of the purchaser at any time does not justify continuance of production of shipment on the terms of payment specified, the company may require full or partial payment in advance. All shipments outside of the territorial limits of the United States of America must have payment in U.S. funds in an U.S. bank.

**Customer Property:** Customer's property retained in our plant is for the customer's account and at the customer's risk.

**Equal Opportunity:** We are an Equal Opportunity Employer.