



Packing Slip

Phone:: 1-800-557-3587
Fax: 720-873-0212

AlloSource
6278 S Troy Cir
Centennial CO 80111
United States

Pack Slip: 350031

Ship To: Life Medical Equipment LLC
Office No. 102, 1st Floor
Baynunah Tower
Corniche St
Abu Dhabi 31678
United Arab Emirates

Sold To: Life Medical Equipment LLC
Office No. 102, 1st Floor
Baynunah Tower
Corniche St
Abu Dhabi 31678 United Arab Emirates

Phone: +971 2 4468682
Fax: +971 2 4468681

Ship Date: 1/13/2025
Ship Via Best Way

F.O.B.: Shipment

Order Line: 1 Part Number/Description: 5100-620 / PureSkin(TM)Cryopreserved 2:1 Meshed <=199cm2

Total:
15000.00
CM2

Sales Order: 741573

Customer PO: PO-ALLO37-25

	Tissue Number	Expiry Date	Shipped Qty
	210893-2003	2/17/2026	176.00 CM2
	211115-2002	2/26/2026	160.00 CM2
	211118-2004	2/26/2026	154.00 CM2
	211178-2013	3/2/2026	160.00 CM2
	211802-2010	3/30/2026	180.00 CM2
	211999-2013	4/6/2026	175.00 CM2
	212154-2002	4/13/2026	150.00 CM2

212240-2007	4/16/2026	168.00 CM2
212431-2007	4/25/2026	156.00 CM2
212567-2005	5/1/2026	160.00 CM2
212653-2001	5/5/2026	186.00 CM2
212665-2018	5/6/2026	162.00 CM2
212859-2001	5/14/2026	168.00 CM2
212953-2011	5/18/2026	170.00 CM2
212953-2012	5/18/2026	160.00 CM2
213040-2019	5/22/2026	155.00 CM2
213081-2007	5/24/2026	175.00 CM2
213081-2012	5/24/2026	182.00 CM2
213382-2003	6/5/2026	162.00 CM2
213427-2007	6/6/2026	192.00 CM2
213679-2004	6/16/2026	165.00 CM2
213825-2001	6/23/2026	175.00 CM2
213825-2007	6/23/2026	160.00 CM2
213825-2009	6/23/2026	175.00 CM2

213825-2010	6/23/2026	190.00 CM2
213978-2005	7/1/2026	182.00 CM2
213978-2006	7/1/2026	168.00 CM2
213978-2008	7/1/2026	162.00 CM2
213978-2012	7/1/2026	189.00 CM2
213978-2013	7/1/2026	168.00 CM2
215244-2004	8/22/2026	150.00 CM2
216533-2002	10/24/2026	180.00 CM2
216768-2012	11/2/2026	155.00 CM2
216873-2005	11/7/2026	150.00 CM2
216873-2010	11/7/2026	150.00 CM2
217197-2001	11/22/2026	155.00 CM2
217519-2008	12/6/2026	156.00 CM2
220568-2110	1/31/2027	165.00 CM2
223500-2105	5/28/2027	170.00 CM2
224897-2121	7/25/2027	190.00 CM2
224939-2101	7/26/2027	160.00 CM2

224939-2103	7/26/2027	174.00 CM2
224962-2106	7/27/2027	170.00 CM2
225154-2119	8/4/2027	155.00 CM2
225256-2103	8/9/2027	180.00 CM2
225256-2105	8/9/2027	195.00 CM2
225283-2101	8/10/2027	160.00 CM2
225364-2115	8/14/2027	150.00 CM2
225368-2101	8/14/2027	180.00 CM2
225480-2107	8/19/2027	192.00 CM2
225512-2112	8/21/2027	175.00 CM2
225620-2107	8/26/2027	150.00 CM2
225754-2109	9/2/2027	168.00 CM2
225810-2115	9/5/2027	168.00 CM2
225821-2101	9/5/2027	180.00 CM2
225821-2102	9/5/2027	192.00 CM2
225868-2108	9/6/2027	162.00 CM2
225868-2109	9/6/2027	161.00 CM2

225868-2110	9/6/2027	174.00 CM2
225868-2111	9/6/2027	150.00 CM2
225868-2112	9/6/2027	150.00 CM2
225868-2113	9/6/2027	180.00 CM2
225868-2123	9/6/2027	150.00 CM2
225939-2108	9/9/2027	175.00 CM2
226218-2102	9/21/2027	192.00 CM2
226342-2101	9/25/2027	150.00 CM2
226342-2106	9/25/2027	170.00 CM2
226373-2103	9/26/2027	180.00 CM2
226559-2119	10/3/2027	190.00 CM2
226764-2106	10/13/2027	186.00 CM2
227313-2108	11/7/2027	190.00 CM2
227677-2110	11/21/2027	150.00 CM2
227702-2107	11/22/2027	189.00 CM2
228275-2106	12/15/2027	180.00 CM2
228275-2110	12/15/2027	180.00 CM2

228379-2109	12/19/2027	185.00 CM2
228623-2105	12/29/2027	175.00 CM2
314516-2108	10/17/2029	160.00 CM2
314516-2110	10/17/2029	192.00 CM2
314715-2114	10/26/2029	192.00 CM2
314983-2109	11/7/2029	160.00 CM2
314983-2111	11/7/2029	170.00 CM2
315026-2110	11/8/2029	170.00 CM2
315044-2105	11/9/2029	170.00 CM2
315049-2107	11/9/2029	175.00 CM2
315049-2111	11/9/2029	165.00 CM2
315051-2105	11/10/2029	190.00 CM2
315609-2110	12/4/2029	182.00 CM2

Order Line: 2 Part Number/Description: 5100-622 . / PureSkin(TM)Cryopreserved 2:1 Meshed >=200cm2

Total:
25000.00
CM2

Sales Order: 741573 Customer PO: PO-ALLO37-25

Tissue Number	Expiry Date	Shipped Qty
224479-2101	7/5/2027	285.00 CM2
224655-2106	7/13/2027	273.00 CM2

224843-2108	7/22/2027	275.00 CM2
225000-2113	7/30/2027	294.00 CM2
225052-2106	7/31/2027	275.00 CM2
225305-2102	8/11/2027	275.00 CM2
225305-2103	8/11/2027	215.00 CM2
225305-2105	8/11/2027	275.00 CM2
225777-2108	9/3/2027	294.00 CM2
226233-2106	9/21/2027	264.00 CM2
226262-2104	9/22/2027	294.00 CM2
226362-2104	9/26/2027	288.00 CM2
226362-2107	9/26/2027	258.00 CM2
226401-2101	9/28/2027	205.00 CM2
226401-2106	9/28/2027	295.00 CM2
226446-2106	9/29/2027	200.00 CM2
226548-2101	10/3/2027	266.00 CM2
226548-2104	10/3/2027	264.00 CM2
226552-2106	10/3/2027	294.00 CM2

226552-2107	10/3/2027	287.00 CM2
226552-2108	10/3/2027	210.00 CM2
226552-2109	10/3/2027	216.00 CM2
226552-2112	10/3/2027	280.00 CM2
226577-2105	10/4/2027	215.00 CM2
226645-2108	10/7/2027	266.00 CM2
226656-2106	10/8/2027	265.00 CM2
226656-2107	10/8/2027	295.00 CM2
226656-2110	10/8/2027	264.00 CM2
226742-2101	10/11/2027	290.00 CM2
226742-2102	10/11/2027	285.00 CM2
226775-2103	10/13/2027	203.00 CM2
226808-2108	10/16/2027	205.00 CM2
226884-2105	10/18/2027	285.00 CM2
226926-2102	10/20/2027	216.00 CM2
227005-2105	10/23/2027	285.00 CM2
227005-2106	10/23/2027	210.00 CM2

227005-2109	10/23/2027	285.00 CM2
227005-2110	10/23/2027	259.00 CM2
227065-2102	10/27/2027	222.00 CM2
227065-2106	10/27/2027	252.00 CM2
227065-2107	10/27/2027	280.00 CM2
227065-2112	10/27/2027	210.00 CM2
227087-2112	10/27/2027	204.00 CM2
227098-2102	10/28/2027	259.00 CM2
227098-2104	10/28/2027	258.00 CM2
227098-2108	10/28/2027	210.00 CM2
227098-2109	10/28/2027	203.00 CM2
227193-2109	11/2/2027	282.00 CM2
227193-2110	11/2/2027	296.00 CM2
227425-2109	11/12/2027	266.00 CM2
227462-2101	11/13/2027	252.00 CM2
227462-2102	11/13/2027	295.00 CM2
227479-2101	11/14/2027	252.00 CM2

227479-2103	11/14/2027	264.00 CM2
227508-2107	11/15/2027	280.00 CM2
227567-2103	11/17/2027	287.00 CM2
227729-2106	11/22/2027	203.00 CM2
227744-2102	11/23/2027	290.00 CM2
227816-2105	11/26/2027	217.00 CM2
227816-2108	11/26/2027	222.00 CM2
228367-2109	12/20/2027	205.00 CM2
300114-2113	1/5/2028	246.00 CM2
300753-2101	1/29/2028	222.00 CM2
310792-2101	12/14/2029	275.00 CM2
313210-2112	8/22/2029	245.00 CM2
313210-2113	8/22/2029	234.00 CM2
313981-2103	9/24/2029	240.00 CM2
314094-2109	9/29/2029	240.00 CM2
314296-2118	10/8/2029	217.00 CM2
314434-2104	10/14/2029	215.00 CM2

314497-2111	10/17/2029	228.00 CM2
314497-2112	10/17/2029	216.00 CM2
314497-2113	10/17/2029	294.00 CM2
314497-2115	10/17/2029	210.00 CM2
314497-2118	10/17/2029	282.00 CM2
314497-2121	10/17/2029	207.00 CM2
314497-2125	10/17/2029	208.00 CM2
314774-2102	10/28/2029	222.00 CM2
314774-2103	10/28/2029	240.00 CM2
314774-2104	10/28/2029	250.00 CM2
314905-2105	11/3/2029	270.00 CM2
314926-2107	11/5/2029	264.00 CM2
315139-2105	11/14/2029	220.00 CM2
315139-2106	11/14/2029	225.00 CM2
315146-2105	11/14/2029	222.00 CM2
315216-2103	11/15/2029	210.00 CM2
315216-2107	11/15/2029	204.00 CM2

315222-2103	11/16/2029	210.00 CM2
315222-2104	11/16/2029	234.00 CM2
315222-2105	11/16/2029	240.00 CM2
315247-2107	11/18/2029	240.00 CM2
315247-2110	11/18/2029	295.00 CM2
315247-2112	11/18/2029	280.00 CM2
315247-2113	11/18/2029	288.00 CM2
315247-2115	11/18/2029	252.00 CM2
315344-2107	11/22/2029	250.00 CM2
315436-2103	11/25/2029	200.00 CM2
315499-2104	11/29/2029	282.00 CM2
315509-2106	11/30/2029	234.00 CM2
315608-2104	12/4/2029	270.00 CM2

Order Line: 3 Part Number/Description: 5100-622 . / PureSkin(TM)Cryopreserved 2:1 Meshed >=200cm2

Total:
10447.00
CM2

Sales Order: 741573

Customer PO: PO-ALLO37-25

Tissue Number	Expiry Date	Shipped Qty
223025-2104	5/9/2027	378.00 CM2
224597-2110	7/11/2027	378.00 CM2

224736-2109	7/17/2027	385.00 CM2
224756-2104	7/19/2027	384.00 CM2
225000-2106	7/30/2027	378.00 CM2
225473-2102	8/19/2027	395.00 CM2
225491-2102	8/20/2027	385.00 CM2
225777-2109	9/3/2027	378.00 CM2
226042-2106	9/14/2027	384.00 CM2
226213-2105	9/21/2027	385.00 CM2
226848-2116	10/17/2027	385.00 CM2
226848-2117	10/17/2027	385.00 CM2
226868-2106	10/17/2027	396.00 CM2
226963-2109	10/21/2027	396.00 CM2
227026-2104	10/24/2027	385.00 CM2
304392-2107	7/2/2028	380.00 CM2
304514-2113	7/7/2028	392.00 CM2
310584-2109	11/10/2029	390.00 CM2
310698-2104	12/7/2029	396.00 CM2

314296-2102	10/8/2029	390.00 CM2
314532-2109	10/18/2029	380.00 CM2
314774-2107	10/28/2029	396.00 CM2
314967-2102	11/6/2029	385.00 CM2
315081-2105	11/12/2029	392.00 CM2
315081-2106	11/12/2029	392.00 CM2
315247-2109	11/18/2029	399.00 CM2
315397-2106	11/24/2029	378.00 CM2

Order Line: 4	Part Number/Description: 5100-175 . / PureSkin(TM)Cryopreserved Non-Meshed >=200cm2	Total: 4000.00 CM2
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Sales Order: 741573 Customer PO: PO-ALLO37-25

Tissue Number	Expiry Date	Shipped Qty
214577-2005	7/24/2026	234.00 CM2
215219-2003	8/21/2026	210.00 CM2
216489-2003	10/23/2026	252.00 CM2
216737-2008	11/1/2026	260.00 CM2
216737-2009	11/1/2026	258.00 CM2
216878-2008	11/7/2026	273.00 CM2
216878-2011	11/7/2026	285.00 CM2

216878-2014	11/7/2026	287.00 CM2
217012-2004	11/13/2026	222.00 CM2
217102-2008	11/17/2026	265.00 CM2
217102-2011	11/17/2026	273.00 CM2
217341-2004	11/27/2026	238.00 CM2
217532-2008	12/7/2026	204.00 CM2
217635-2010	12/12/2026	275.00 CM2
220004-2105	1/2/2027	240.00 CM2
309166-2114	2/7/2029	224.00 CM2

The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable, also 29 C.F.R part 70 *Beck Notification*, if applicable.

*If you have questions regarding this order or if you would like to place another order, please contact Customer Service at one of the following numbers: **S. California: 800-345-8024 Colorado: 800-557-3587 Illinois: 800-762-4123 Iowa: 888-421-8959 Missouri: 800-477-8655 New York: 888-704-8511 Ohio: 800-558-5004 Texas: 877-256-6213***

**** INVOICE TO FOLLOW WITH TISSUE FEES, SHIPPING & MISC. CHARGES ****

AlloSource Terms and Conditions

1. Product Supply. AlloSource is providing certain products consisting of allografts (the "Products") to Hospital based on orders placed by Hospital, either orally or in writing, and which are indicated on the packing slip to which these Terms and Conditions are attached. Notwithstanding any other terms or conditions to the contrary found in any purchase order or other written document provided by Hospital to AlloSource, the Terms and Conditions contained herein shall be the only terms and conditions applicable to AlloSource's supply of Products to Hospital. By ordering and accepting Products, Hospital agrees to all of the terms and conditions contained herein.

2. Fees; National Organ Transplant Act. The parties acknowledge that the National Organ Transplant Act prohibits the acquisition, receipt and transfer of "human organs" for "valuable consideration," which does not include reasonable payments associated with, among other things, the transportation, processing, preservation, quality control and storage of human organs (which include bone and tissue). Hospital acknowledges that the fees set forth on the packing slip are reasonable payments to AlloSource.

3. Price Guarantee. During the first twelve (12) months of the initial term, AlloSource agrees that pricing for the Products as set forth herein shall remain firm and fixed. After the first twelve (12) months, AlloSource may change, once annually, the prices for any of the Products by providing Hospital with ninety (90) days written notice in advance of the effective date of any change in such fees. In no event shall the pricing for any Product exceed the prior year's price by more than the difference in the Consumer Price Index ("CPI"), U.S. City Average, All Urban Consumers (Base 1982- 1984=100) for the prior twelve (12) month period. In the event the chosen CPI index becomes unavailable, the parties will mutually agree upon an alternate index. Hospital shall have sixty (60) days from its receipt of notice of such increase to accept or reject the increase. In the event the Hospital rejects the increase, either party may upon thirty (30) days prior written notice terminate this Agreement for such reason.

4. Taxes. To the extent applicable, AlloSource will collect from Hospital and remit to the appropriate governmental authorities any sales, use, value added, or other transfer taxes imposed upon AlloSource's supply of Products to Hospital. Hospital will be solely responsible for collecting and remitting to the appropriate governmental authorities all taxes associated with its or its patients' use of Products, including sales, use, transfer, value added, and income taxes.

5. Delivery/Risk of Loss. AlloSource will use commercially reasonable efforts to meet the delivery time and date specified in each order received from Hospital. AlloSource will use commercially reasonable efforts to ship the Products in a cost-effective manner. Products shall be delivered F.O.B. Origin. Title shall transfer to Hospital upon shipment from AlloSource, and Hospital shall bear the risk of loss and shall be fully responsible for all loss related to the Products. Hospital shall be responsible for the cost of shipping materials, insurance, freight, and other delivery charges associated with the delivery of Products to Hospital ("shipping fees"). Hospital may request that AlloSource use one or more specified carriers, but Hospital will defend, indemnify, and hold harmless AlloSource and its affiliates and subsidiaries, and their respective officers, directors, members, employees, and agents from and against any and all liabilities, damages, causes of action, claims, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of the use of such specified carriers. In the event Hospital does not request a specified carrier, Hospital shall reimburse AlloSource for the cost of shipping fees.

6. Returns. All Product returns must be pre-authorized. A return authorization will be issued if eligibility is determined. Returns will be shipped at the expense of Hospital. Return Authorization Number must be displayed on the shipping container. Returns of Products are subject to a restocking fee. Products that are not eligible for return shall consist of: sterile Products/disposables (returned with the outer packaging seals broken); non- sterile Products that have been sterilized and/or placed in the surgical field; Products that are expired; Products damaged by buyer misuse or negligence; and, altered or customized Products. No Products may be returned fewer than thirty(30) days prior to its expiration date.

7. Inspection. Within 24 hours of receipt, Hospital will inspect the external packaging of the Product and report any such damage, any suspected Product damage, and any failures to conform to the order to AlloSource. Hospital shall promptly return the damaged Products to AlloSource at AlloSource's expense, and AlloSource shall replace the damaged Products. If Hospital does not so report within 24 hours, the Products will be deemed accepted by Hospital.

8. Tracking. Hospital shall track and maintain records for all Products and maintain traceability to the AlloSource distinct identification code and shall otherwise comply with the applicable requirements of 21 C.F.R. Part 1271 and shall furnish all such tracking records to AlloSource upon request. Hospital must ensure that all Products can be tracked to the applicable recipient. AlloSource may, in its sole discretion, evaluate Hospital's compliance with 21 C.F.R. Part 1271 by various means, such as audits, record review or other reasonable means. Hospital shall maintain all records associated with the Products for the greater of ten years or the maximum amount of time required by law.

9. Storage. Hospital agrees to work with the ultimate users of the Products to assure proper storage conditions of the Products as described by the package insert/preparation instructions and to itself follow the applicable storage standards and instructions as provided by AlloSource, the American Association of Tissue Banks ("AATB"), and/or the FDA.

10. Claims to Ultimate Users. In connection with any use of the Products supplied hereunder, Hospital will provide the package insert/preparation instructions and all information regarding the risks associated with the Products to the ultimate users, including information AlloSource reasonably requests to be provided. Hospital shall be solely liable for any claim arising from any warranty, statement or guarantee made by Hospital which is inconsistent with or in excess of the limited warranty set forth in Section 14. Hospital shall defend, indemnify and hold harmless AlloSource and its affiliates and subsidiaries, and their respective officers, directors, members, employees and agents from and against any and all liabilities, damages, causes of action, claims, penalties, costs and expenses (including reasonable attorneys' fees), which result from, are caused by or are related to such claims.

11. Limitations. Hospital will not transfer the Products to any third party except for Hospital patients or other ultimate users of the Products in compliance with all laws, rules and regulations. Hospital will not re-package the Products, and once Product packaging has been opened, Hospital will promptly use such Products or properly dispose of them. All Products supplied by AlloSource will be used in the United States and will not be used in any foreign jurisdiction, except where provided to an international customer.

12. Compliance with Laws. AlloSource and Hospital shall comply with any and all applicable and then current laws, regulations, requirements, recommendations, standards, specifications, guidelines and directives of all applicable federal and state governmental authorities, including, without limitation, the FDA and the AATB.

13. Recalls. Hospital shall cooperate with AlloSource's quality programs related to the Products. In the event AlloSource believes it may be necessary to conduct a recall, field correction, market withdrawal, stock recovery, or other similar action with respect to any Product supplied (an "Allograft Recall"). AlloSource shall make all decisions as to such Allograft Recall, and Hospital shall cooperate with AlloSource in any Allograft Recall. AlloSource will reimburse Hospital for any direct, out-of-pocket costs incurred by Hospital as a result of any product corrective action, withdrawal or recall of the Products requested by AlloSource or required by any government or government agency; provided, however, that Hospital shall, in addition to any required indemnification, reimburse AlloSource for all reasonable out-of- pocket expenses incurred by AlloSource in connection with any such Allograft Recall attributable to any breach by Hospital of these Terms and Conditions.

14. Exclusive Warranty. AlloSource's sole and exclusive warranty with respect to the Products is that prior to shipment to Hospital, AlloSource will have processed, tested, handled and stored such Products in accordance with the standards of the AATB and applicable United States law. Hospital and the ultimate user of the Products will be responsible for determining the adequacy and appropriateness of the Products for any and all uses, which Hospital or the ultimate user makes of the Products. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 14, ALLOSOURCE HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY UNIQUE, SPECIAL OR PARTICULAR PURPOSE. ALLOSOURCE HEREBY ADVISES HOSPITAL AND ALL USERS OF THE PRODUCTS THAT THERE IS AN INHERENT RISK OF DISEASE TRANSMISSION IN THE USE OF ANY PRODUCT.

15. No Punitive/Consequential Damages. UNDER NO CIRCUMSTANCES WILL ALLOSOURCE BE LIABLE TO HOSPITAL OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED UPON LOST GOODWILL, LOST SALES OR LOST PROFITS, WORK STOPPAGE, PRODUCT FAILURE, IMPAIRMENT OF OTHER GOODS OR OTHERWISE AND WHETHER ARISING OUT OF BREACH OF THESE TERMS AND CONDITIONS, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE.

16. Indemnification by Hospital. Notwithstanding any other provision of this Agreement, Hospital will defend, indemnify and hold harmless AlloSource and its affiliates and subsidiaries, and their respective officers, directors, members, employees and agents from and against any and all liabilities, damages, causes of action, claims, penalties, costs and expenses (including reasonable attorneys' fees) arising in connection with (i) Hospital's breach of any of these Terms and Conditions, and (ii) any negligent or willful misconduct of Hospital, including with respect to the handling, storage, distribution or use of any Products, and (iii) any violation of law by Hospital. Notwithstanding anything to the contrary in this Agreement, Hospital's obligations with respect to indemnification for acts described in this Section shall not apply to the extent that such application would nullify any existing insurance coverage of Hospital or as to that portion of any claim of loss in which an insurer is obligated to defend or satisfy. This Section 16 shall survive the expiration or earlier termination of this Agreement.

17. Indemnification by AlloSource. AlloSource agrees to indemnify and hold harmless Hospital and its affiliates and subsidiaries, and their respective officers, directors, members, employees and agents from and against any and all liabilities, damages, causes of action, claims, penalties, costs and expenses (including reasonable attorneys' fees) arising in connection with (i) of any infringement of United States patents or other United States intellectual property rights by the Products; provided that AlloSource will have no liability for any infringement arising out of Hospital's modification of the Products or combination of the Products with other products unless specifically authorized in writing by AlloSource, and (ii) AlloSource's breach of any of these Terms and Conditions, and (iii) any negligent or willful misconduct of AlloSource, and (iv) any violation of law by AlloSource. Notwithstanding anything to the contrary in this Agreement, AlloSource's obligations with respect to indemnification for acts described in this Section shall not apply to the extent that such application would nullify any existing insurance coverage of AlloSource or as to that portion of any claim of loss in which an insurer is obligated to defend or satisfy. This Section 17 shall survive the expiration or earlier termination of this Agreement.

18. Confidentiality. Neither AlloSource nor Hospital will disclose or use for its own benefit, directly or indirectly, any confidential information of the other, except with the express written consent of the other party or as required by law or as necessary to its professional advisors that have a need to know. If disclosure is required in any legal or other proceeding, the disclosing party will give prompt notice to the other party such that the other party will have an opportunity to seek an order prohibiting or protecting against disclosure of its confidential information.

"Confidential information" shall not include information that is in the public domain through no unauthorized act of the receiving party.

19. Intellectual Property. The supply of Products does not grant any right, title, interest or license of any kind related to the intellectual property of AlloSource to Hospital. Hospital shall not use any trademark, service mark (including AlloSource's name) or other intellectual property of AlloSource, including, without limitation, in any promotional or marketing material of Hospital, without the prior written consent of AlloSource, which may be withheld or conditioned in AlloSource's sole discretion.

20. Independent Contractor. AlloSource is an independent contractor, and neither party shall be deemed to be the legal representative or agent of the other for any purpose whatsoever, and neither party shall have any right or authority to assume or create any obligation of any kind, express or implied, on behalf of the other, or to bind the other in any respect whatever. These Terms and Conditions and the supply of Products do not create a joint venture or a partnership relationship between AlloSource and Hospital or make AlloSource and Hospital jointly liable for any obligations arising out of supply of Products.

21. Governing Law. These Terms and Conditions shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado without regard to its conflicts of laws principles.

22. Severability. If any provision of these Terms and Conditions is held to be illegal, invalid, or unenforceable under any applicable laws, such provision shall be fully severable. These Terms and Conditions shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect, unaffected by such severance; provided that the illegal, invalid or unenforceable provisions are not material to the overall purposes and operation of these Terms and Conditions.

23. Force Majeure. Neither party will be liable for its failure to perform its obligations under these Terms and Conditions to the extent such performance is wholly or partially interfered with or prevented by governmental regulation or any other reason or event beyond such party's reasonable control and which reason or event could not have been reasonably avoided. AlloSource and Hospital will immediately notify the other of any such reason or event preventing its performance under these Terms and Conditions.

24. Remedies. In addition to any other rights or remedies, all of which shall be deemed cumulative, AlloSource shall be entitled to pursue injunctive relief to enforce the terms of Sections 17 and 18 without the necessity of proof of damages or the posting of a bond or other security.

25. Non-Discrimination. AlloSource abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. AlloSource complies with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

26. Notice to Third Parties: Uniform Commercial Code Filings. Hospital will from time to time execute and deliver to AlloSource such documents as AlloSource may reasonably request in order to put third parties on notice of AlloSource's ownership interest in the Products and proceeds thereof. Such documents shall be in form and content satisfactory to AlloSource. Hospital hereby authorizes AlloSource to file in any filing office in any Uniform Commercial Code ("UCC") jurisdiction any initial financing statements and amendments thereto that reflect consignment of the Products, as defined by the UCC, by AlloSource or to otherwise indicate that the transactions contemplated by the Terms and Conditions constitute a consignment under and for purposes of the UCC.