



Packing Slip

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

AlloSource
6278 S Troy Cir
Centennial CO 80111
United States

Pack Slip: 367449

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: 7/29/2025
Ship Via Best Way

F.O.B.: Shipment

Order Line: 1 Part Number/Description: 14817047 / Fem Hd FZ/I D<=4.7cm

**Total: 5.00
EA**

Sales Order: 756179

Customer PO: PO-ALLO41-25

	Tissue Number	Expiry Date	Shipped Qty
Medical Implants surgical Use Export Code: OS HS: 3001.90.0190 ECN : EAR99 Licnese Number : NLR License Code : C33 Country of Origin : USA	312214-1208	9/15/2029	1.00 EA
Shipping Cooler Qty 7 Length(CM) 23 Width(cm) 17 Height(CM) 17 Gross Weight(27.2kgs (With dry ice inside (20kg))) Dry Ice Expiry 102 hrs (4.25 days) (Can be extended by re-icing)	313936-1209	11/25/2029	1.00 EA
	314137-1205	12/10/2029	1.00 EA
	314137-1206	12/10/2029	1.00 EA
	314146-1207	12/18/2029	1.00 EA

Order Line: 2 Part Number/Description: 14817048 / Fem Hd FZ/I D>4.8cm

**Total: 5.00
EA**

Sales Order: 756179

Customer PO: PO-ALLO41-25

	Tissue Number	Expiry Date	Shipped Qty
	311331-1213	8/11/2029	1.00 EA

311831-1209	10/6/2029	1.00 EA
312847-1207	10/19/2029	1.00 EA
313942-1203	12/10/2029	1.00 EA
314205-1201	12/22/2029	1.00 EA

Order Line: 4	Part Number/Description: 24917000 / Quad Tdn w/Patella FZ/I	Total: 3.00 EA
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Sales Order: 756179	Customer PO: PO-ALLO41-25
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	Tissue Number	Expiry Date	Shipped Qty
	315875-1203	3/4/2030	1.00 EA
	316476-1202	3/16/2030	1.00 EA
	316580-1202	3/26/2030	1.00 EA

Order Line: 5	Part Number/Description: 5100-175 / PureSkin(TM)Cryopreserved Non-Meshed >=200cm2	Total: 5005.00 CM2
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Sales Order: 756179	Customer PO: PO-ALLO41-25
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	Tissue Number	Expiry Date	Shipped Qty
	214212-2011	7/9/2026	216.00 CM2
Medical Implants surgical Use Export Code: OS HS: 3001.90.0190 ECN : EAR99 Licnese Number : NLR License Code : C33 Country of Origin : USA	214647-2005	7/28/2026	216.00 CM2
	214652-2001	7/28/2026	220.00 CM2
Shipping Cooler Qty 7 Length(CM) 23 Width(cm) 17 Height(CM) 17 Gross Weight(27.2kgs (With dry ice inside (20kg))) Dry Ice Expiry 102 hrs (4.25 days) (Can be extended by re-icing)	214652-2002	7/28/2026	220.00 CM2
	214652-2005	7/28/2026	215.00 CM2
	214652-2007	7/28/2026	222.00 CM2

215477-2012	9/3/2026	216.00 CM2
216053-2015	9/30/2026	216.00 CM2
216179-2012	10/6/2026	216.00 CM2
216661-2001	10/29/2026	222.00 CM2
220056-2102	1/3/2027	215.00 CM2
220501-2103	1/28/2027	216.00 CM2
220718-2108	2/6/2027	215.00 CM2
223142-2104	5/13/2027	215.00 CM2
225007-2107	7/29/2027	215.00 CM2
308449-2112	1/4/2029	222.00 CM2
317256-2105	2/14/2030	222.00 CM2
317423-2108	2/21/2030	222.00 CM2
317423-2111	2/21/2030	217.00 CM2
317427-2101	2/21/2030	216.00 CM2
317427-2104	2/21/2030	215.00 CM2
317838-2106	3/10/2030	220.00 CM2
317997-2103	3/14/2030	216.00 CM2

Medical Implants surgical Use

Export Code: OS

HS: 3001.90.0190

ECN : EAR99

Licnese Number : NLR

License Code : C33

Country of Origin : USA

Shipping Cooler Qty 7

Length(CM) 23

Width(cm) 17

Height(CM) 17

Gross Weight(27.2kgs (With dry ice inside (20kg)))

Dry Ice Expiry 102 hrs (4.25 days)

(Can be extended by re-icing)

Sales Order: 756179

Customer PO: PO-ALLO41-25

	Tissue Number	Expiry Date	Shipped Qty
	212907-2002	5/16/2026	440.00 CM2
	213155-2003	5/27/2026	444.00 CM2
	213612-2003	6/14/2026	444.00 CM2
	213622-2006	6/14/2026	445.00 CM2
	215365-2002	8/27/2026	445.00 CM2
	216469-2003	10/20/2026	440.00 CM2
	221486-2109	3/7/2027	445.00 CM2
	223747-2120	6/6/2027	440.00 CM2
	302887-2102	4/27/2028	440.00 CM2
Medical Implants surgical Use Export Code: OS HS: 3001.90.0190 ECN : EAR99 Licnese Number : NLR License Code : C33 Country of Origin : USA	302887-2106	4/27/2028	450.00 CM2
Shipping Cooler Qty 7 Length(CM) 23 Width(cm) 17 Height(CM) 17 Gross Weight(27.2kgs (With dry ice inside (20kg))) Dry Ice Expiry 102 hrs (4.25 days) (Can be extended by re-icing)	306012-2103	9/14/2028	440.00 CM2
	306716-2114	10/20/2028	445.00 CM2
	306735-2111	10/20/2028	450.00 CM2
	306781-2101	10/22/2028	440.00 CM2
	306781-2104	10/22/2028	440.00 CM2

307325-2101	11/16/2028	440.00 CM2
307335-2108	11/17/2028	445.00 CM2
314357-2101	10/11/2029	445.00 CM2
314531-2104	10/18/2029	450.00 CM2
314715-2101	10/26/2029	440.00 CM2
314715-2104	10/26/2029	445.00 CM2
314999-2103	11/7/2029	450.00 CM2
315350-2103	11/22/2029	445.00 CM2
315492-2113	11/30/2029	450.00 CM2
317215-2112	2/13/2030	450.00 CM2
317997-2111	3/14/2030	440.00 CM2
318993-2107	4/25/2030	448.00 CM2

Order Line: 7 Part Number/Description: 5100-622 / PureSkin(TM)Cryopreserved 2:1 Meshed >=200cm2

Total:
10341.00
CM2

Sales Order: 756179

Customer PO: PO-ALLO41-25

	Tissue Number	Expiry Date	Shipped Qty
Medical Implants surgical Use			
Export Code: OS	212323-2011	4/22/2026	222.00 CM2
HS: 3001.90.0190			
ECN : EAR99			
Licnese Number : NLR			
License Code : C33	212462-2010	4/27/2026	220.00 CM2
Country of Origin : USA			
Shipping Cooler Qty 7			
Length(CM) 23			
Width(cm) 17			
Height(CM) 17	223500-2106	5/28/2027	222.00 CM2
Gross Weight(27.2kgs (With dry ice inside (20kg)))			
Dry Ice Expiry 102 hrs (4.25 days)			
(Can be extended by re-icing)			

225310-2109	8/11/2027	222.00 CM2
225408-2116	8/16/2027	222.00 CM2
225797-2108	9/3/2027	217.00 CM2
225928-2109	9/8/2027	222.00 CM2
226001-2107	9/11/2027	222.00 CM2
226206-2107	9/20/2027	220.00 CM2
226223-2106	9/21/2027	220.00 CM2
226530-2101	10/2/2027	220.00 CM2
226534-2107	10/2/2027	220.00 CM2
226547-2112	10/3/2027	217.00 CM2
226547-2114	10/3/2027	217.00 CM2
226706-2113	10/10/2027	217.00 CM2
226753-2101	10/13/2027	222.00 CM2
226774-2106	10/14/2027	217.00 CM2
226843-2105	10/17/2027	220.00 CM2
226862-2110	10/18/2027	217.00 CM2
227093-2105	10/27/2027	220.00 CM2

Medical Implants surgical Use

Export Code: OS

HS: 3001.90.0190

ECN : EAR99

Licnese Number : NLR

License Code : C33

Country of Origin : USA

Shipping Cooler Qty 7

Length(CM) 23

Width(cm) 17

Height(CM) 17

Gross Weight(27.2kgs (With dry ice inside (20kg)))

Dry Ice Expiry 102 hrs (4.25 days)

(Can be extended by re-icing)

227191-2107	11/2/2027	217.00 CM2
227243-2115	11/4/2027	222.00 CM2
227425-2106	11/12/2027	222.00 CM2
227508-2114	11/15/2027	222.00 CM2
227772-2108	11/24/2027	220.00 CM2
228016-2107	12/4/2027	222.00 CM2
303013-2108	5/3/2028	220.00 CM2
303550-2102	5/25/2028	220.00 CM2
304231-2106	6/23/2028	222.00 CM2
304929-2109	7/29/2028	220.00 CM2
304998-2107	8/2/2028	222.00 CM2
312615-2106	7/25/2029	220.00 CM2
314130-2109	10/2/2029	220.00 CM2
314466-2112	10/15/2029	220.00 CM2
315344-2106	11/22/2029	220.00 CM2
315448-2106	11/26/2029	220.00 CM2
315728-2105	12/9/2029	220.00 CM2

Medical Implants surgical Use
Export Code: OS
HS: 3001.90.0190
ECN : EAR99
Licnese Number : NLR
License Code : C33
Country of Origin : USA

Shipping Cooler Qty 7
Length(CM) 23
Width(cm) 17
Height(CM) 17
Gross Weight(27.2kgs (With dry ice inside (20kg)))
Dry Ice Expiry 102 hrs (4.25 days)
(Can be extended by re-icing)

316493-2114	1/13/2030	220.00 CM2
316594-2102	1/17/2030	222.00 CM2
317150-2107	2/9/2030	217.00 CM2
317206-2104	2/12/2030	217.00 CM2
317388-2101	2/20/2030	222.00 CM2
317388-2102	2/20/2030	217.00 CM2
318797-2113	4/17/2030	222.00 CM2
318837-2113	4/19/2030	217.00 CM2
318986-2101	4/24/2030	222.00 CM2
318986-2102	4/24/2030	220.00 CM2

Order Line: 8	Part Number/Description: 5100-622 / PureSkin(TM)Cryopreserved 2:1 Meshed >=200cm2	Total: 22454.00 CM2
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Sales Order: 756179 Customer PO: PO-ALLO41-25

	Tissue Number	Expiry Date	Shipped Qty
Medical Implants surgical Use Export Code: OS HS: 3001.90.0190 ECN : EAR99 Licnese Number : NLR License Code : C33 Country of Origin : USA	226179-2111	9/20/2027	522.00 CM2
	227508-2116	11/15/2027	525.00 CM2
Shipping Cooler Qty 7 Length(CM) 23 Width(cm) 17 Height(CM) 17 Gross Weight(27.2kgs (With dry ice inside (20kg))) Dry Ice Expiry 102 hrs (4.25 days) (Can be extended by re-icing)	227702-2101	11/22/2027	528.00 CM2
	227844-2112	11/27/2027	516.00 CM2
	228444-2109	12/22/2027	522.00 CM2

301209-2104	2/16/2028	525.00 CM2
301242-2110	2/19/2028	525.00 CM2
301293-2118	2/20/2028	522.00 CM2
302472-2108	4/10/2028	525.00 CM2
302623-2105	4/16/2028	520.00 CM2
302652-2111	4/17/2028	522.00 CM2
303406-2101	5/19/2028	525.00 CM2
303856-2106	6/7/2028	525.00 CM2
304162-2112	6/21/2028	525.00 CM2
304510-2117	7/6/2028	522.00 CM2
308708-2102	1/17/2029	520.00 CM2
309438-2101	2/20/2029	525.00 CM2
309534-2101	2/25/2029	520.00 CM2
310549-2117	4/17/2029	522.00 CM2
310662-2103	4/23/2029	525.00 CM2
310968-2110	5/9/2029	522.00 CM2
310990-2108	5/11/2029	520.00 CM2

Medical Implants surgical Use

Export Code: OS

HS: 3001.90.0190

ECN : EAR99

Licnese Number : NLR

License Code : C33

Country of Origin : USA

Shipping Cooler Qty 7

Length(CM) 23

Width(cm) 17

Height(CM) 17

Gross Weight(27.2kgs (With dry ice inside (20kg)))

Dry Ice Expiry 102 hrs (4.25 days)

(Can be extended by re-icing)

311154-2103	5/18/2029	525.00 CM2
312144-2104	7/4/2029	520.00 CM2
312415-2114	7/15/2029	525.00 CM2
312415-2115	7/15/2029	525.00 CM2
312878-2101	8/5/2029	525.00 CM2
314617-2105	10/22/2029	522.00 CM2
314774-2109	10/28/2029	520.00 CM2
315055-2103	11/10/2029	522.00 CM2
315532-2106	11/30/2029	522.00 CM2
315817-2103	12/14/2029	525.00 CM2
315987-2104	12/22/2029	522.00 CM2
316025-2102	12/25/2029	515.00 CM2
316051-2112	12/26/2029	516.00 CM2
316054-2106	12/26/2029	525.00 CM2
316111-2104	12/27/2029	522.00 CM2
316134-2103	12/28/2029	522.00 CM2
316134-2104	12/28/2029	516.00 CM2

Medical Implants surgical Use

Export Code: OS

HS: 3001.90.0190

ECN : EAR99

Licnese Number : NLR

License Code : C33

Country of Origin : USA

Shipping Cooler Qty 7

Length(CM) 23

Width(cm) 17

Height(CM) 17

Gross Weight(27.2kgs (With dry ice inside (20kg)))

Dry Ice Expiry 102 hrs (4.25 days)

(Can be extended by re-icing)

316163-2101	12/30/2029	515.00 CM2
316436-2107	1/11/2030	520.00 CM2
316439-2111	1/11/2030	525.00 CM2
319380-2108	5/10/2030	522.00 CM2

Order Line: 9	Part Number/Description: 5100-624-1 / PureSkin™ XL Cryopreserved 2:1 Meshed 600-799cm2	Total: 9300.00 CM2
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Sales Order: 756179	Customer PO: PO-ALLO41-25
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	Tissue Number	Expiry Date	Shipped Qty
	221691-2103	12/30/2029	660.00 CM2
	309797-2101	9/12/2029	696.00 CM2
	309957-2101	9/19/2029	672.00 CM2
	310102-2102	9/30/2029	676.00 CM2
	310201-2103	10/6/2029	638.00 CM2
	310523-2102	9/21/2029	672.00 CM2
	310559-2102	9/25/2029	648.00 CM2
Medical Implants surgical Use Export Code: OS HS: 3001.90.0190 ECN : EAR99 Licnese Number : NLR License Code : C33 Country of Origin : USA	311182-2103	1/17/2030	620.00 CM2
Shipping Cooler Qty 7 Length(CM) 23 Width(cm) 17 Height(CM) 17 Gross Weight(27.2kgs (With dry ice inside (20kg))) Dry Ice Expiry 102 hrs (4.25 days) (Can be extended by re-icing)	311183-2101	1/18/2030	690.00 CM2
	311183-2102	1/18/2030	696.00 CM2
	311214-2102	1/20/2030	672.00 CM2

311252-2101	1/29/2030	675.00 CM2
311475-2102	1/24/2030	625.00 CM2
311487-2102	1/25/2030	660.00 CM2

Order Line: 10	Part Number/Description: 18717000 / Semitendonosis FZ/I	Total: 8.00 EA
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Sales Order: 756179	Customer PO: PO-ALLO41-25
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Tissue Number	Expiry Date	Shipped Qty
317348-1204	5/31/2030	1.00 EA
317547-1205	5/29/2030	1.00 EA
317902-1201	5/26/2030	1.00 EA
318095-1201	5/26/2030	1.00 EA
318098-1206	5/26/2030	1.00 EA
318238-1204	6/1/2030	1.00 EA
318656-1205	5/28/2030	1.00 EA
318770-1207	5/27/2030	1.00 EA

Medical Implants surgical Use
Export Code: OS
HS: 3001.90.0190
ECN : EAR99
Licnese Number : NLR
License Code : C33
Country of Origin : USA

Shipping Cooler Qty 7
Length(CM) 23
Width(cm) 17
Height(CM) 17
Gross Weight(27.2kgs (With dry ice inside (20kg)))
Dry Ice Expiry 102 hrs (4.25 days)
(Can be extended by re-icing)

Sales Order: 756179

Customer PO: PO-ALLO41-25

	Tissue Number	Expiry Date	Shipped Qty
	317233-1202	5/18/2030	1.00 EA
	317760-1201	5/14/2030	1.00 EA
	317760-1202	5/14/2030	1.00 EA

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 ****

Medical Implants surgical Use

Export Code: OS

HS: 3001.90.0190

ECN : EAR99

Licnese Number : NLR

License Code : C33

Country of Origin : USA

Shipping Cooler Qty 7

Length(CM) 23

Width(cm) 17

Height(CM) 17

Gross Weight(27.2kgs (With dry ice inside (20kg)))

Dry Ice Expiry 102 hrs (4.25 days)

(Can be extended by re-icing)

Subscribed and sworn before me in the County of _____,
state of Colorado, this _____ day of _____, 2025.

Natalee Clark

Commission expiration date

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.