



Packing Slip

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

AlloSource
6278 S Troy Cir
Centennial CO 80111
United States

Pack Slip: 337431

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: 8/21/2024
Ship Via Best Way

F.O.B.: Shipment

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

Total:
20000.00
CM2

Sales Order: 726799

Customer PO: PO-ALLO28-24

	Tissue Number	Expiry Date	Shipped Qty
	300212-2101	1/9/2028	195.00 CM2
Medical Implants Surgical Use Export Code: OS HS: 3001.90.0190 ECN: EAR99 License Number: NLR License Code: C33 Country of Origin USA	300217-2102	1/10/2028	160.00 CM2
	300226-2111	1/10/2028	180.00 CM2
Shipping Cooler Qty: 4 grande coolers Length(cm) 58.42 Width(cm) 40.64 Height(cm) 40.64 Gross Weight (27.2 kgs With Dry Ice inside 20kg) Dry Ice Expiry: 102 hrs. (4.25 Days) (Can be extended by re-icing)	300270-2102	1/11/2028	185.00 CM2
	300270-2103	1/11/2028	175.00 CM2
	300306-2102	1/15/2028	155.00 CM2
	300314-2103	1/14/2028	180.00 CM2

	300314-2108	1/14/2028	174.00 CM2
Medical Implants Surgical Use			
Export Code: OS	300329-2102	1/15/2028	180.00 CM2
HS: 3001.90.0190			
ECN: EAR99			
License Number: NLR	300375-2104	1/16/2028	186.00 CM2
License Code: C33			
Country of Origin USA			
Shipping Cooler Qty: 4 grande coolers	300375-2111	1/16/2028	180.00 CM2
Length(cm) 58.42			
Width(cm) 40.64			
Height(cm) 40.64			
Gross Weight (27.2 kgs With Dry Ice inside 20kg)	300375-2114	1/16/2028	180.00 CM2
Dry Ice Expiry: 102 hrs. (4.25 Days)			
(Can be extended by re-icing)			
	300400-2105	1/18/2028	168.00 CM2
	300400-2106	1/18/2028	168.00 CM2
	300447-2102	1/18/2028	175.00 CM2
	300447-2103	1/18/2028	170.00 CM2
	300447-2104	1/18/2028	156.00 CM2
	300729-2101	1/29/2028	180.00 CM2
	300729-2102	1/29/2028	185.00 CM2
	300729-2108	1/29/2028	165.00 CM2
	300729-2109	1/29/2028	195.00 CM2
	300770-2109	1/30/2028	180.00 CM2
	300949-2102	2/5/2028	150.00 CM2
	301050-2101	2/9/2028	161.00 CM2

	301050-2102	2/9/2028	175.00 CM2
	301123-2101	2/13/2028	180.00 CM2
Medical Implants Surgical Use			
Export Code: OS	301123-2116	2/13/2028	170.00 CM2
HS: 3001.90.0190			
ECN: EAR99			
License Number: NLR			
License Code: C33	301236-2101	2/17/2028	190.00 CM2
Country of Origin USA			
Shipping Cooler Qty: 4 grande coolers			
Length(cm) 58.42	301325-2110	2/21/2028	160.00 CM2
Width(cm) 40.64			
Height(cm) 40.64			
Gross Weight (27.2 kgs With Dry Ice inside 20kg)			
Dry Ice Expiry: 102 hrs. (4.25 Days)	301325-2111	2/21/2028	150.00 CM2
(Can be extended by re-icing)			
	301325-2112	2/21/2028	155.00 CM2
	301325-2114	2/21/2028	170.00 CM2
	301422-2110	2/25/2028	185.00 CM2
	301422-2113	2/25/2028	150.00 CM2
	301422-2114	2/25/2028	160.00 CM2
	301422-2115	2/25/2028	160.00 CM2
	301433-2102	2/26/2028	195.00 CM2
	301445-2113	2/26/2028	160.00 CM2
	301447-2104	2/27/2028	155.00 CM2
	301567-2103	3/2/2028	182.00 CM2
	301567-2105	3/2/2028	174.00 CM2

Medical Implants Surgical Use Export Code: OS HS: 3001.90.0190 ECN: EAR99 License Number: NLR License Code: C33 Country of Origin USA Shipping Cooler Qty: 4 grande coolers Length(cm) 58.42 Width(cm) 40.64 Height(cm) 40.64 Gross Weight (27.2 kgs With Dry Ice inside 20kg) Dry Ice Expiry: 102 hrs. (4.25 Days) (Can be extended by re-icing)	301603-2101	3/4/2028	192.00 CM2
	301632-2101	3/5/2028	160.00 CM2
	301632-2102	3/5/2028	160.00 CM2
	301653-2101	3/6/2028	186.00 CM2
	301662-2102	3/6/2028	168.00 CM2
	301746-2102	3/11/2028	160.00 CM2
	301746-2106	3/11/2028	150.00 CM2
	301746-2108	3/11/2028	155.00 CM2
	301841-2101	3/14/2028	160.00 CM2
	301913-2115	3/17/2028	174.00 CM2
	301938-2117	3/17/2028	160.00 CM2
	302039-2110	3/21/2028	180.00 CM2
	302151-2112	3/25/2028	186.00 CM2
	302183-2116	3/27/2028	180.00 CM2
	302288-2111	4/1/2028	185.00 CM2
	302847-2109	4/26/2028	174.00 CM2
	302847-2110	4/26/2028	160.00 CM2

	302861-2108	4/26/2028	160.00 CM2
Medical Implants Surgical Use	302925-2105	4/29/2028	160.00 CM2
Export Code: OS			
HS: 3001.90.0190			
ECN: EAR99	302930-2107	4/29/2028	190.00 CM2
License Number: NLR			
License Code: C33			
Country of Origin USA			
Shipping Cooler Qty: 4 grande coolers	303007-2113	5/4/2028	192.00 CM2
Length(cm) 58.42			
Width(cm) 40.64			
Height(cm) 40.64	303007-2114	5/4/2028	184.00 CM2
Gross Weight (27.2 kgs With Dry Ice inside 20kg)			
Dry Ice Expiry: 102 hrs. (4.25 Days)			
(Can be extended by re-icing)	303041-2113	5/4/2028	182.00 CM2
	303094-2101	5/6/2028	195.00 CM2
	303340-2108	5/16/2028	155.00 CM2
	303340-2114	5/16/2028	154.00 CM2
	303426-2101	5/20/2028	175.00 CM2
	303731-2105	6/1/2028	180.00 CM2
	303731-2108	6/1/2028	180.00 CM2
	303743-2105	6/1/2028	174.00 CM2
	303743-2106	6/1/2028	182.00 CM2
	303743-2108	6/1/2028	175.00 CM2
	305637-2101	8/30/2028	150.00 CM2
	308386-2110	1/2/2029	192.00 CM2

	308386-2111	1/2/2029	174.00 CM2
Medical Implants Surgical Use	309755-2101	3/7/2029	189.00 CM2
Export Code: OS			
HS: 3001.90.0190			
ECN: EAR99	309755-2107	3/7/2029	180.00 CM2
License Number: NLR			
License Code: C33			
Country of Origin USA			
Shipping Cooler Qty: 4 grande coolers	310035-2114	3/22/2029	168.00 CM2
Length(cm) 58.42			
Width(cm) 40.64			
Height(cm) 40.64	310963-2105	5/9/2029	161.00 CM2
Gross Weight (27.2 kgs With Dry Ice inside 20kg)			
Dry Ice Expiry: 102 hrs. (4.25 Days)			
(Can be extended by re-icing)	311030-2121	5/12/2029	170.00 CM2
	311102-2105	5/15/2029	190.00 CM2
	311102-2108	5/15/2029	170.00 CM2
	311102-2109	5/15/2029	174.00 CM2
	311120-2113	5/16/2029	150.00 CM2
	311155-2104	5/17/2029	165.00 CM2
	311155-2109	5/17/2029	180.00 CM2
	311155-2112	5/17/2029	150.00 CM2
	311155-2113	5/17/2029	190.00 CM2
	311160-2107	5/17/2029	156.00 CM2
	311163-2108	5/18/2029	170.00 CM2
	311163-2114	5/18/2029	162.00 CM2

Medical Implants Surgical Use Export Code: OS HS: 3001.90.0190 ECN: EAR99 License Number: NLR License Code: C33 Country of Origin USA Shipping Cooler Qty: 4 grande coolers Length(cm) 58.42 Width(cm) 40.64 Height(cm) 40.64 Gross Weight (27.2 kgs With Dry Ice inside 20kg) Dry Ice Expiry: 102 hrs. (4.25 Days) (Can be extended by re-icing)	311192-2112	5/19/2029	190.00 CM2
	311266-2107	5/23/2029	174.00 CM2
	311266-2108	5/23/2029	195.00 CM2
	311483-2111	6/2/2029	198.00 CM2
	311483-2116	6/2/2029	168.00 CM2
	311565-2105	6/6/2029	190.00 CM2
	311565-2107	6/6/2029	198.00 CM2
	311565-2108	6/6/2029	162.00 CM2
	311565-2109	6/6/2029	186.00 CM2
	311565-2110	6/6/2029	196.00 CM2
	311678-2105	6/11/2029	185.00 CM2
	311678-2108	6/11/2029	174.00 CM2
	311678-2109	6/11/2029	175.00 CM2
	311735-2109	6/14/2029	160.00 CM2
	311735-2110	6/14/2029	195.00 CM2
	311735-2111	6/14/2029	186.00 CM2
	311735-2116	6/14/2029	150.00 CM2

Medical Implants Surgical Use Export Code: OS HS: 3001.90.0190 ECN: EAR99 License Number: NLR License Code: C33 Country of Origin USA	311774-2106	6/15/2029	190.00 CM2
	311780-2107	6/16/2029	190.00 CM2
	311780-2109	6/16/2029	190.00 CM2
	311780-2110	6/16/2029	165.00 CM2
	311817-2101	6/17/2029	180.00 CM2
Shipping Cooler Qty: 4 grande coolers Length(cm) 58.42 Width(cm) 40.64 Height(cm) 40.64 Gross Weight (27.2 kgs With Dry Ice inside 20kg) Dry Ice Expiry: 102 hrs. (4.25 Days) (Can be extended by re-icing)	311850-2110	6/18/2029	180.00 CM2

Order Line: 2	Part Number/Description: 5100-622 . / PureSkin(TM)Cryopreserved 2:1 Meshed >=200cm2	Total: 20000.00 CM2
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Sales Order: 726799 Customer PO: PO-ALLO28-24

	Tissue Number	Expiry Date	Shipped Qty
	309625-2103	3/2/2029	282.00 CM2
	309625-2109	3/2/2029	259.00 CM2
Medical Implants Surgical Use Export Code: OS HS: 3001.90.0190 ECN: EAR99 License Number: NLR License Code: C33 Country of Origin USA	309625-2110	3/2/2029	250.00 CM2
	309625-2111	3/2/2029	224.00 CM2
	309625-2112	3/2/2029	270.00 CM2
	309692-2104	3/4/2029	224.00 CM2
	309815-2101	3/10/2029	259.00 CM2
Shipping Cooler Qty: 4 grande coolers Length(cm) 58.42 Width(cm) 40.64 Height(cm) 40.64 Gross Weight (27.2 kgs With Dry Ice inside 20kg) Dry Ice Expiry: 102 hrs. (4.25 Days) (Can be extended by re-icing)	309815-2102	3/10/2029	266.00 CM2
	309815-2105	3/10/2029	204.00 CM2

	309879-2103	3/14/2029	260.00 CM2
	310079-2102	3/24/2029	294.00 CM2
Medical Implants Surgical Use			
Export Code: OS			
HS: 3001.90.0190			
ECN: EAR99	310079-2103	3/24/2029	200.00 CM2
License Number: NLR			
License Code: C33			
Country of Origin USA	310079-2104	3/24/2029	296.00 CM2
Shipping Cooler Qty: 4 grande coolers			
Length(cm) 58.42			
Width(cm) 40.64	310079-2105	3/24/2029	252.00 CM2
Height(cm) 40.64			
Gross Weight (27.2 kgs With Dry Ice inside 20kg)			
Dry Ice Expiry: 102 hrs. (4.25 Days)	310079-2106	3/24/2029	264.00 CM2
(Can be extended by re-icing)			
	310079-2107	3/24/2029	215.00 CM2
	310079-2108	3/24/2029	200.00 CM2
	310079-2109	3/24/2029	250.00 CM2
	310327-2106	4/7/2029	282.00 CM2
	310355-2103	4/9/2029	295.00 CM2
	310355-2104	4/9/2029	276.00 CM2
	310355-2105	4/9/2029	210.00 CM2
	310465-2117	4/12/2029	258.00 CM2
	310465-2119	4/12/2029	220.00 CM2
	310549-2101	4/17/2029	204.00 CM2
	310549-2103	4/17/2029	210.00 CM2

Medical Implants Surgical Use

Export Code: OS

HS: 3001.90.0190

ECN: EAR99

License Number: NLR

License Code: C33

Country of Origin USA

Shipping Cooler Qty: 4 grande coolers

Length(cm) 58.42

Width(cm) 40.64

Height(cm) 40.64

Gross Weight (27.2 kgs With Dry Ice inside 20kg)

Dry Ice Expiry: 102 hrs. (4.25 Days)

(Can be extended by re-icing)

310551-2104	4/16/2029	282.00 CM2
310551-2106	4/16/2029	210.00 CM2
310556-2102	4/17/2029	250.00 CM2
310556-2103	4/17/2029	220.00 CM2
310556-2105	4/17/2029	260.00 CM2
310601-2110	4/19/2029	215.00 CM2
310601-2112	4/19/2029	222.00 CM2
310601-2114	4/19/2029	285.00 CM2
310601-2115	4/19/2029	290.00 CM2
310605-2116	4/20/2029	288.00 CM2
310628-2101	4/21/2029	216.00 CM2
310628-2106	4/21/2029	294.00 CM2
310628-2107	4/21/2029	282.00 CM2
310681-2101	4/24/2029	210.00 CM2
310696-2107	4/24/2029	210.00 CM2
310696-2114	4/24/2029	215.00 CM2
310731-2101	4/26/2029	210.00 CM2

Medical Implants Surgical Use

Export Code: OS

HS: 3001.90.0190

ECN: EAR99

License Number: NLR

License Code: C33

Country of Origin USA

Shipping Cooler Qty: 4 grande coolers

Length(cm) 58.42

Width(cm) 40.64

Height(cm) 40.64

Gross Weight (27.2 kgs With Dry Ice inside 20kg)

Dry Ice Expiry: 102 hrs. (4.25 Days)

(Can be extended by re-icing)

310731-2107	4/26/2029	265.00 CM2
310731-2109	4/26/2029	280.00 CM2
310740-2106	4/26/2029	225.00 CM2
310757-2129	4/27/2029	290.00 CM2
310758-2118	4/27/2029	282.00 CM2
310762-2111	4/27/2029	220.00 CM2
310762-2112	4/27/2029	255.00 CM2
310795-2107	4/29/2029	288.00 CM2
310866-2101	5/3/2029	210.00 CM2
310866-2102	5/3/2029	276.00 CM2
310866-2103	5/3/2029	258.00 CM2
310866-2104	5/3/2029	270.00 CM2
310866-2105	5/3/2029	216.00 CM2
310866-2106	5/3/2029	260.00 CM2
310866-2110	5/3/2029	210.00 CM2
310875-2104	5/4/2029	252.00 CM2
310875-2106	5/4/2029	290.00 CM2

Medical Implants Surgical Use

Export Code: OS

HS: 3001.90.0190

ECN: EAR99

License Number: NLR

License Code: C33

Country of Origin USA

Shipping Cooler Qty: 4 grande coolers

Length(cm) 58.42

Width(cm) 40.64

Height(cm) 40.64

Gross Weight (27.2 kgs With Dry Ice inside 20kg)

Dry Ice Expiry: 102 hrs. (4.25 Days)

(Can be extended by re-icing)

310875-2107	5/4/2029	260.00 CM2
310875-2109	5/4/2029	270.00 CM2
310882-2103	5/5/2029	265.00 CM2
310882-2107	5/5/2029	282.00 CM2
310882-2108	5/5/2029	258.00 CM2
310907-2103	5/6/2029	210.00 CM2
310907-2105	5/6/2029	287.00 CM2
310907-2106	5/6/2029	276.00 CM2
310909-2104	5/6/2029	215.00 CM2
310909-2105	5/6/2029	270.00 CM2
310925-2102	5/8/2029	215.00 CM2
310939-2105	5/9/2029	264.00 CM2
310939-2107	5/9/2029	294.00 CM2
310958-2110	5/9/2029	215.00 CM2
310969-2102	5/9/2029	288.00 CM2
310969-2103	5/9/2029	217.00 CM2
310969-2105	5/9/2029	217.00 CM2

Subscribed and sworn before me in the County of _____, state of Colorado, this _____ day of _____, 2024.	310969-2108	5/9/2029	203.00 CM2
Natalee Clark	311045-2111	5/13/2029	294.00 CM2
Commission expiration date	311604-2106	6/7/2029	270.00 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.