



WORLD TRADE CENTER®
DENVER

CERTIFICATE OF ORIGIN

ORIGINAL



TO VALIDATE, GO TO
VERIFY.FTGS.US

Certificate Number : **DWTC-COO-59696-681b8d6af33cc**

Date : **May 07, 2025**

Seller (Exporter) AlloSource 6278 South Troy Circle Centennial CO USA	Transport Type Air	Port of Loading DENVER
	Destination Country Saudi Arabia	Destination Port Riyadh
	Export Date *****	Exporting Carrier Fedex
Consignee AlloSource 6278 S. Troy Circle Centennial CO 80111 United States	Import Permit Number *****	Bill of Lading / AWB *****
	Owner or Agent *****	Forwarding Agent *****
	Remarks Consignor reference: 746137	



Description (May include notes on Quantity, Item Number, Marks and Numbers, Kind of Packages.)	Weight	Country of Origin
Medical Tissue for Implant H.S.Code: 3001.90.0190 Marks: MEDICAL TISSUE Export Info Code: OS HTS: 3001.90.0190 License Number: NLR License Code: C33 =====end of products=====	8 kg =====	United States =====

Name of Authorized Trade Association



Authorized Signature **Sandi Moilanen**

The Applicant (or the Applicant on behalf of the Consignor), by utilizing this document, certifies that:

- The above mentioned goods originate in the country(ies) specified above and comply with the rules of origin applicable in the country(ies) to those goods.
- The information in this certificate and in any documents provided to the World Trade Center Denver ("WTCD") is accurate, true and complete.
- The Applicant undertakes to advise WTCD and any other person(s) to whom the applicant provides this Certificate (or to whom the Certificate is provided to with the knowledge of the Applicant) promptly in writing of any inaccuracy, omission or change in such information, or in the origin of goods.
- The Applicant will maintain, and present upon request, such documentation as is necessary to verify the truth, accuracy and completeness of this certificate and accompanying documents.
- In consideration for the WTCD's issuance of this Certificate, the Applicant agrees to release, discharge and hold harmless WTCD from any liability in connection with the issuance of this certificate and to indemnify WTCD in respect of any costs and/or claims made against LAACC in connection herewith.
- The Applicant is authorized to give the undertakings set out herein.

Sandi Moilanen

AlloSource
6278 S Troy Cir
Centennial CO 80111
United States

Phone:
Fax:

1-800-557-3587
720-873-0212

Invoice: 746137

Pro-forma Invoice

Page: 1 of 1
Date: 3/3/2025

Sold To:
Alpha Medical Services Co
6165 Esmail Al Kateb St.
Al Mursalat District
Riyadh 12461 Saudi Arabia

Ship To:
Alpha Medical Services Co
Building #3100 Abi Al Darda Street
Al Rawdah District RIYADH 13213
Saudi Arabia

Fax: 96614770058

PO Number: AMSC-020325	Terms: Net 30	F.O.B.: SHIP
Sales Rep: Unassigned Commissions		Ship Via: Best Way

Header Miscellaneous Charges

Description		Amount		
1	Ambient Materials Fee	20.00000		
Line	Part Number/Description/Rev	Quantity	Doc Unit Price	Ext Price
1	27615005 Can Cps 4-9 FD/I PP 5cc	130.00 EA	80.00000 /1	10,400.00 -
2	27615030 Can Cps 4-9 FD/I PP 30cc	115.00 EA	280.00000 /1	32,200.00 -
3	10915000 Can Block FD/I PP	5.00 EA	370.00000 /1	1,850.00 -
4	11215015 Can Cb FD/I PP 15cc	2.00 EA	250.00000 /1	500.00 -

Line(s) Subtotal:	44,950.00
Miscellaneous Charges:	20.00
Total Taxes:	0.00
Deposit Balance:	0.00
Rounding:	0.00 \$
Total:	44,970.00 \$



Sanli Moilum



Packing Slip

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

AlloSource
6278 S Troy Cir
Centennial CO 80111
United States

Pack Slip: 360192

Ship To: Alpha Medical Services Co
Building #3100 Abi Al Darda Street
Al Rawdah District RIYADH 13213
Saudi Arabia

Sold To: Alpha Medical Services Co
Old Airport St
Budget rent car building
King Abdulaziz Area
Riyadh 11467 Saudi Arabia

Phone: 96614778811
Fax: 96614770058

Ship Date: 5/6/2025
Ship Via Best Way

F.O.B.: Shipment

Order Line: 1 Part Number/Description: 27615005 / Can Cps 4-9 FD/I PP 5cc

Total:
130.00 EA

Sales Order: 746137 Customer PO: AMSC-020325

Tissue Number	Expiry Date	Shipped Qty
225723-1213	12/22/2029	1.00 EA
225723-1216	12/22/2029	1.00 EA
225723-1217	12/22/2029	1.00 EA
225723-1218	12/22/2029	1.00 EA
225723-1219	12/22/2029	1.00 EA
225723-1231	12/22/2029	1.00 EA
225723-1233	12/22/2029	1.00 EA



DWTC-C00-59696-681b8d6af33cc/May 07, 2025

307263-1214	11/10/2029	1.00 EA
307428-1202	11/10/2029	1.00 EA
307428-1203	11/10/2029	1.00 EA
307428-1204	11/10/2029	1.00 EA
307428-1205	11/10/2029	1.00 EA
307428-1206	11/10/2029	1.00 EA
307428-1207	11/10/2029	1.00 EA
307428-1208	11/10/2029	1.00 EA
307428-1209	11/10/2029	1.00 EA
307428-1210	11/10/2029	1.00 EA
307428-1211	11/10/2029	1.00 EA
307428-1212	11/10/2029	1.00 EA
307457-1213	11/10/2029	1.00 EA
307457-1214	11/10/2029	1.00 EA
307607-1215	11/10/2029	1.00 EA
307607-1216	11/10/2029	1.00 EA
308753-1208	11/12/2029	1.00 EA



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308753-1209	11/12/2029	1.00 EA
308753-1210	11/12/2029	1.00 EA
308753-1211	11/12/2029	1.00 EA
308753-1212	11/12/2029	1.00 EA
308753-1213	11/12/2029	1.00 EA
308753-1214	11/12/2029	1.00 EA
308753-1215	11/12/2029	1.00 EA
308753-1217	11/12/2029	1.00 EA
308753-1219	11/12/2029	1.00 EA
308753-1220	11/12/2029	1.00 EA
308753-1221	11/12/2029	1.00 EA
308753-1222	11/12/2029	1.00 EA
310504-1224	1/1/2030	1.00 EA
310504-1225	1/1/2030	1.00 EA
310504-1226	1/1/2030	1.00 EA
310504-1227	1/1/2030	1.00 EA
310504-1228	1/1/2030	1.00 EA



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310504-1229	1/1/2030	1.00 EA
310504-1230	1/1/2030	1.00 EA
310504-1231	1/1/2030	1.00 EA
310504-1232	1/1/2030	1.00 EA
310504-1233	1/1/2030	1.00 EA
310504-1234	1/1/2030	1.00 EA
310504-1235	1/1/2030	1.00 EA
310504-1236	1/1/2030	1.00 EA
310504-1237	1/1/2030	1.00 EA
310504-1238	1/1/2030	1.00 EA
310504-1239	1/1/2030	1.00 EA
310504-1240	1/1/2030	1.00 EA
310504-1241	1/1/2030	1.00 EA
310504-1242	1/1/2030	1.00 EA
310504-1243	1/1/2030	1.00 EA
310504-1244	1/1/2030	1.00 EA
310504-1245	1/1/2030	1.00 EA



Jan Li Meilum

310504-1246	1/1/2030	1.00 EA
310504-1247	1/1/2030	1.00 EA
310504-1248	1/1/2030	1.00 EA
310504-1249	1/1/2030	1.00 EA
310504-1250	1/1/2030	1.00 EA
313078-1209	11/6/2029	1.00 EA
313078-1210	11/6/2029	1.00 EA
313367-1211	11/6/2029	1.00 EA
313367-1212	11/6/2029	1.00 EA
313367-1213	11/6/2029	1.00 EA
313367-1214	11/6/2029	1.00 EA
313367-1215	11/6/2029	1.00 EA
313367-1216	11/6/2029	1.00 EA
313367-1217	11/6/2029	1.00 EA
313367-1218	11/6/2029	1.00 EA
313367-1219	11/6/2029	1.00 EA
313367-1222	11/6/2029	1.00 EA



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313367-1223	11/6/2029	1.00 EA
313367-1224	11/6/2029	1.00 EA
313367-1225	11/6/2029	1.00 EA
313610-1239	11/6/2029	1.00 EA
314197-1264	12/18/2029	1.00 EA
314197-1265	12/18/2029	1.00 EA
314197-1266	12/18/2029	1.00 EA
314197-1267	12/18/2029	1.00 EA
314197-1268	12/18/2029	1.00 EA
314197-1269	12/18/2029	1.00 EA
314197-1270	12/18/2029	1.00 EA
314197-1271	12/18/2029	1.00 EA
314197-1272	12/18/2029	1.00 EA
314197-1273	12/18/2029	1.00 EA
314197-1275	12/18/2029	1.00 EA
314197-1276	12/18/2029	1.00 EA
314197-1277	12/18/2029	1.00 EA



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314375-1223	1/1/2030	1.00 EA
314375-1224	1/1/2030	1.00 EA
314375-1225	1/1/2030	1.00 EA
314375-1226	1/1/2030	1.00 EA
314375-1227	1/1/2030	1.00 EA
314717-1215	1/12/2030	1.00 EA
314717-1216	1/12/2030	1.00 EA
314717-1217	1/12/2030	1.00 EA
314717-1218	1/12/2030	1.00 EA
314717-1219	1/12/2030	1.00 EA
314717-1220	1/12/2030	1.00 EA
314717-1221	1/12/2030	1.00 EA
314717-1222	1/12/2030	1.00 EA
314717-1223	1/12/2030	1.00 EA
314717-1229	1/12/2030	1.00 EA
314717-1230	1/12/2030	1.00 EA
314717-1231	1/12/2030	1.00 EA



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314717-1232	1/12/2030	1.00 EA
314717-1233	1/12/2030	1.00 EA
314717-1234	1/12/2030	1.00 EA
314717-1235	1/12/2030	1.00 EA
314717-1236	1/12/2030	1.00 EA
314718-1205	1/1/2030	1.00 EA
314718-1206	1/1/2030	1.00 EA
314718-1207	1/1/2030	1.00 EA
314718-1208	1/1/2030	1.00 EA
314718-1209	1/1/2030	1.00 EA
314718-1210	1/1/2030	1.00 EA
314718-1211	1/1/2030	1.00 EA
314718-1212	1/1/2030	1.00 EA
314718-1213	1/1/2030	1.00 EA
314718-1214	1/1/2030	1.00 EA
314718-1215	1/1/2030	1.00 EA
315395-1219	12/18/2029	1.00 EA



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315395-1221	12/18/2029	1.00 EA
315395-1225	12/18/2029	1.00 EA
315395-1229	12/18/2029	1.00 EA
315395-1230	12/18/2029	1.00 EA

Order Line: 2 Part Number/Description: 27615030 / Can Cps 4-9 FD/I PP 30cc

Total:
115.00 EA

Sales Order: 746137 Customer PO: AMSC-020325

Tissue Number	Expiry Date	Shipped Qty
311107-1217	10/19/2029	1.00 EA
311496-1208	10/2/2029	1.00 EA
311496-1211	10/2/2029	1.00 EA
311909-1235	10/19/2029	1.00 EA
312049-1220	9/8/2029	1.00 EA
312049-1221	9/8/2029	1.00 EA
312049-1222	9/8/2029	1.00 EA
312067-1257	9/8/2029	1.00 EA
312175-1217	10/2/2029	1.00 EA
312175-1218	10/2/2029	1.00 EA
312175-1220	10/2/2029	1.00 EA



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312175-1221	10/2/2029	1.00 EA
312194-1225	10/9/2029	1.00 EA
312194-1226	10/9/2029	1.00 EA
312201-1233	10/8/2029	1.00 EA
312201-1235	10/8/2029	1.00 EA
312260-1218	10/4/2029	1.00 EA
312260-1219	10/4/2029	1.00 EA
312346-1263	10/17/2029	1.00 EA
312346-1264	10/17/2029	1.00 EA
312346-1265	10/17/2029	1.00 EA
312346-1266	10/17/2029	1.00 EA
312526-1224	10/19/2029	1.00 EA
312526-1225	10/19/2029	1.00 EA
312590-1262	10/16/2029	1.00 EA
312590-1263	10/16/2029	1.00 EA
312590-1265	10/16/2029	1.00 EA
312590-1266	10/16/2029	1.00 EA



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312687-1224	10/1/2029	1.00 EA
312687-1225	10/1/2029	1.00 EA
312687-1226	10/1/2029	1.00 EA
312687-1228	10/1/2029	1.00 EA
312847-1216	10/19/2029	1.00 EA
312847-1217	10/19/2029	1.00 EA
312847-1218	10/19/2029	1.00 EA
312847-1221	10/19/2029	1.00 EA
312884-1226	10/6/2029	1.00 EA
312948-1222	10/19/2029	1.00 EA
312959-1218	10/20/2029	1.00 EA
312959-1220	10/20/2029	1.00 EA
313012-1244	10/16/2029	1.00 EA
313012-1245	10/16/2029	1.00 EA
313012-1246	10/16/2029	1.00 EA
313012-1247	10/16/2029	1.00 EA
313012-1250	10/16/2029	1.00 EA



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313012-1251	10/16/2029	1.00 EA
313012-1252	10/16/2029	1.00 EA
313039-1210	10/16/2029	1.00 EA
313039-1212	10/16/2029	1.00 EA
313039-1213	10/16/2029	1.00 EA
313039-1214	10/16/2029	1.00 EA
313039-1215	10/16/2029	1.00 EA
313079-1215	10/20/2029	1.00 EA
313190-1209	10/7/2029	1.00 EA
313190-1211	10/7/2029	1.00 EA
313232-1219	10/20/2029	1.00 EA
313327-1226	10/14/2029	1.00 EA
313327-1227	10/14/2029	1.00 EA
313327-1228	10/14/2029	1.00 EA
313327-1229	10/14/2029	1.00 EA
313327-1230	10/14/2029	1.00 EA
313327-1232	10/14/2029	1.00 EA



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313572-1215	10/8/2029	1.00 EA
313615-1217	10/9/2029	1.00 EA
313615-1223	10/9/2029	1.00 EA
313615-1224	10/9/2029	1.00 EA
313650-1222	10/7/2029	1.00 EA
314353-1209	1/15/2030	1.00 EA
314480-1205	1/14/2030	1.00 EA
314480-1207	1/14/2030	1.00 EA
314669-1211	1/18/2030	1.00 EA
314669-1214	1/18/2030	1.00 EA
314669-1215	1/18/2030	1.00 EA
314738-1228	1/13/2030	1.00 EA
314755-1218	1/14/2030	1.00 EA
314755-1220	1/14/2030	1.00 EA
314755-1222	1/14/2030	1.00 EA
314802-1215	1/23/2030	1.00 EA
314802-1216	1/23/2030	1.00 EA



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314802-1222	1/23/2030	1.00 EA
314802-1223	1/23/2030	1.00 EA
314844-1211	1/18/2030	1.00 EA
314930-1212	1/19/2030	1.00 EA
314947-1233	1/22/2030	1.00 EA
314947-1238	1/22/2030	1.00 EA
315174-1235	2/7/2030	1.00 EA
315185-1215	1/21/2030	1.00 EA
315185-1217	1/21/2030	1.00 EA
315294-1221	1/26/2030	1.00 EA
315294-1225	1/26/2030	1.00 EA
315294-1226	1/26/2030	1.00 EA
315294-1227	1/26/2030	1.00 EA
315294-1228	1/26/2030	1.00 EA
315294-1229	1/26/2030	1.00 EA
315297-1217	1/16/2030	1.00 EA
315297-1219	1/16/2030	1.00 EA



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315419-1208	1/16/2030	1.00 EA
315419-1210	1/16/2030	1.00 EA
315419-1213	1/16/2030	1.00 EA
315597-1209	1/26/2030	1.00 EA
315597-1210	1/26/2030	1.00 EA
315814-1204	1/30/2030	1.00 EA
315814-1206	1/30/2030	1.00 EA
315814-1207	1/30/2030	1.00 EA
315902-1210	2/8/2030	1.00 EA
315902-1211	2/8/2030	1.00 EA
315902-1212	2/8/2030	1.00 EA
315902-1213	2/8/2030	1.00 EA
315902-1215	2/8/2030	1.00 EA
315902-1217	2/8/2030	1.00 EA
315902-1218	2/8/2030	1.00 EA
315902-1219	2/8/2030	1.00 EA
315902-1220	2/8/2030	1.00 EA



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315994-1206	1/31/2030	1.00 EA
315994-1207	1/31/2030	1.00 EA

Order Line: 3	Part Number/Description: 10915000 / Can Block FD/I PP	Total: 5.00 EA
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Sales Order: 746137	Customer PO: AMSC-020325
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Tissue Number	Expiry Date	Shipped Qty
300378-1207	8/4/2028	1.00 EA
300378-1208	8/4/2028	1.00 EA
300378-1209	8/4/2028	1.00 EA
300378-1210	8/4/2028	1.00 EA
300378-1211	8/4/2028	1.00 EA

Order Line: 4	Part Number/Description: 11215015 / Can Cb FD/I PP 15cc	Total: 2.00 EA
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Sales Order: 746137	Customer PO: AMSC-020325
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Tissue Number	Expiry Date	Shipped Qty
315419-1205	1/16/2030	1.00 EA
315419-1206	1/16/2030	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 ****



Sanli Meilum

DWTC-C00-59696-681b8d6af33cc/May 07, 2025

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.

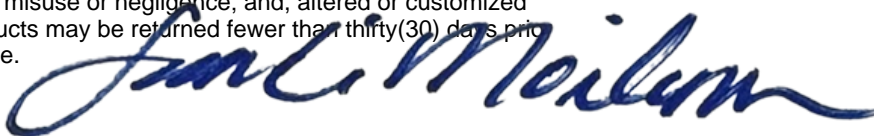
9. Storage. Hospital agrees to work with the ultimate users of the Products to assure proper storage conditions of the Products as described by the package insert/preparation instructions and to itself follow the applicable storage standards and instructions as provided by AlloSource, the American Association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

