



WORLD TRADE CENTER®
DENVER


CERTIFICATE OF ORIGIN

ORIGINAL



TO VALIDATE, GO TO
VERIFY.FTGS.US

Certificate Number : **DWTC-COO-62282-688004959b469**
Date : **July 22, 2025**

Seller (Exporter) AlloSource 6278 South Troy Circle Centennial CO USA	Transport Type Air	Port of Loading Denver Colorado
	Destination Country United Arab Emirates	Destination Port Abu Dhabi
	Export Date 2025-07-28	Exporting Carrier *****
Consignee AlloSource 6278 S. Troy Circle Centennial CO 80111 United States	Import Permit Number *****	Bill of Lading / AWB *****
	Owner or Agent *****	Forwarding Agent *****
	Remarks	
Buyer (Importer) LifeMed UAE Office No. 102, 1st Floor Baynunah Tower Corniche St United Arab Emirates		

Description (May include notes on Quantity, Item Number, Marks and Numbers, Kind of Packages.)	Weight	Country of Origin
Medical products used for transplants manufactured in the USA. See pack list for detail descriptions and quantities. H.S.Code: 3001.90.0190 Marks: Frozen =====end of products=====	420 lb =====	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.

AlloSource
6278 S Troy Cir
Centennial CO 80111
United States

Phone:
Fax:

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

Invoice: 756179

Pro-forma Invoice

Page: 1 of 2
Date: 6/19/2025

Sold To:

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

Ship To:

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

Fax: +971 2 4468681

PO Number: PO-ALLO41-25

Terms: Net 00

F.O.B.: SHIP

Sales Rep: Unassigned Commissions

Ship Via: Best Way

Header Miscellaneous Charges

	Description	Amount
1	Grande Cooler Fee	40.00000
2	Grande Cooler Fee	40.00000
3	Grande Cooler Fee	40.00000
4	Grande Cooler Fee	40.00000
5	Grande Cooler Fee	40.00000
6	Grande Cooler Fee	40.00000
7	Grande Cooler Fee	40.00000

Line	Part Number/Description/Rev	Quantity	Doc Unit Price	Ext Price
1	14817047 Fem Hd FZ/I D<=4.7cm	5.00 EA	850.00000 /1	4,250.00 -
2	14817048 Fem Hd FZ/I D>4.8cm	5.00 EA	1,090.00000 /1	5,450.00 -
4	24917000 Quad Tdn w/Patella FZ/I	3.00 EA	1,300.00000 /1	3,900.00 -
5	5100-175-2 PureSkin(TM)Cryopreserved Non-Meshed >=200cm2	5,005.00 CM2	1.30000 /1	6,506.50 -
6	5100-175-4 PureSkin(TM)Cryopreserved Non-Meshed >=200cm2	11,996.0 CM2 0	1.30000 /1	15,594.80 -
7	5100-622-2 PureSkin(TM)Cryopreserved 2:1 Meshed >=200cm2	10,341.0 CM2 0	1.30000 /1	13,443.30 -



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720-873-0212

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Page: 2 of 2
Date: 6/19/2025

8	5100-622-4	22,454.0 0	CM2	1.60000 /1	35,926.40
	PureSkin(TM)Cryopreserved 2:1 Meshed >=200cm2				-
9	5100-624-1	9,300.00	CM2	2.75000 /1	25,575.00
	PureSkin™ XL Cryopreserved 2:1 Meshed 600-799cm2				-
10	18717000	8.00	EA	1,400.00000 /1	11,200.00
	Semitendonosis FZ/I				-
11	17817000	3.00	EA	1,800.00000 /1	5,400.00
	Pat Lig Hemi FZ/I				-

Line(s) Subtotal:	127,246.00
Miscellaneous Charges:	280.00
Total Taxes:	0.00
Deposit Balance:	0.00
Rounding:	0.00 \$
Total:	127,526.00 \$



ProFormaInv:001:00

San Li Meilun

DWTC-C00-62282-688004959b469/July 22, 2025

AlloSource
6278 S Troy Cir
Centennial, CO 80111
USA

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Page: 1 of 15

Sales Order: 756179

Sold To:

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

Fax: +971 2 4468681

Phone: +971 2

Ship To:

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

Order Date: 6/19/2025

PO Number: PO-ALLO41-25

FOB: Shipment

Need By:

Sales Person: Unassigned Commissions

Terms: Net 00

Ship Via: Best Way

USD

Line	Part Number/Description	Revision	Order Qty	Unit Price	Ext. Price
1	14817047 Fem Hd FZ/I D<=4.7cm	1	5.00 EA	850.00000 /1	4,250.00000
	Lot:	Qty:	Expires:		
	312214-1208	1.00	9/15/2029		
	Lot:	Qty:	Expires:		
	313936-1209	1.00	11/25/2029		
	Lot:	Qty:	Expires:		
	314137-1205	1.00	12/10/2029		
	Lot:	Qty:	Expires:		
	314137-1206	1.00	12/10/2029		
	Lot:	Qty:	Expires:		
	314146-1207	1.00	12/18/2029		
2	14817048 Fem Hd FZ/I D>4.8cm	1	5.00 EA	1,090.00000 /1	5,450.00000
	Lot:	Qty:	Expires:		
	311331-1213	1.00	8/11/2029		
	Lot:	Qty:	Expires:		
	311831-1209	1.00	10/6/2029		
	Lot:	Qty:	Expires:		
	312847-1207	1.00	10/19/2029		
	Lot:	Qty:	Expires:		
	313942-1203	1.00	12/10/2029		
	Lot:	Qty:	Expires:		
	314205-1201	1.00	12/22/2029		



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Page: 2 of 15

4	24917000	1	3.00 EA	1,300.00000 /1	3,900.00000
	Quad Tdn w/Patella FZ/I				
	Lot:	Qty:	Expires:		
	315875-1203	1.00	3/4/2030		
	Lot:	Qty:	Expires:		
	316476-1202	1.00	3/16/2030		
	Lot:	Qty:	Expires:		
	316580-1202	1.00	3/26/2030		
5	5100-175		5,005.00 CM2	1.30000 /1	6,506.50000
	PureSkin(TM)Cryopreserved Non-Meshed >=200cm2				



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Page: 3 of 15

Lot:	Qty:	Expires:
214212-2011	216.00	7/9/2026
Lot:	Qty:	Expires:
214647-2005	216.00	7/28/2026
Lot:	Qty:	Expires:
214652-2001	220.00	7/28/2026
Lot:	Qty:	Expires:
214652-2002	220.00	7/28/2026
Lot:	Qty:	Expires:
214652-2005	215.00	7/28/2026
Lot:	Qty:	Expires:
214652-2007	222.00	7/28/2026
Lot:	Qty:	Expires:
215477-2012	216.00	9/3/2026
Lot:	Qty:	Expires:
216053-2015	216.00	9/30/2026
Lot:	Qty:	Expires:
216179-2012	216.00	10/6/2026
Lot:	Qty:	Expires:
216661-2001	222.00	10/29/2026
Lot:	Qty:	Expires:
220056-2102	215.00	1/3/2027
Lot:	Qty:	Expires:
220501-2103	216.00	1/28/2027
Lot:	Qty:	Expires:
220718-2108	215.00	2/6/2027
Lot:	Qty:	Expires:
223142-2104	215.00	5/13/2027
Lot:	Qty:	Expires:
225007-2107	215.00	7/29/2027
Lot:	Qty:	Expires:
308449-2112	222.00	1/4/2029
Lot:	Qty:	Expires:
317256-2105	222.00	2/14/2030
Lot:	Qty:	Expires:
317423-2108	222.00	2/21/2030
Lot:	Qty:	Expires:
317423-2111	217.00	2/21/2030
Lot:	Qty:	Expires:
317427-2101	216.00	2/21/2030
Lot:	Qty:	Expires:
317427-2104	215.00	2/21/2030
Lot:	Qty:	Expires:
317838-2106	220.00	3/10/2030
Lot:	Qty:	Expires:
317997-2103	216.00	3/14/2030

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Page: 4 of 15

6 5100-175 11,996.00 CM2 1.30000 /1 15,594.80000
PureSkin(TM)Cryopreserved Non-Meshed >=200cm2

Lot:	Qty:	Expires:
212907-2002	440.00	5/16/2026
Lot:	Qty:	Expires:
213155-2003	444.00	5/27/2026
Lot:	Qty:	Expires:
213612-2003	444.00	6/14/2026
Lot:	Qty:	Expires:
213622-2006	445.00	6/14/2026
Lot:	Qty:	Expires:
215365-2002	445.00	8/27/2026
Lot:	Qty:	Expires:
216469-2003	440.00	10/20/2026
Lot:	Qty:	Expires:
221486-2109	445.00	3/7/2027
Lot:	Qty:	Expires:
223747-2120	440.00	6/6/2027
Lot:	Qty:	Expires:
302887-2102	440.00	4/27/2028
Lot:	Qty:	Expires:
302887-2106	450.00	4/27/2028
Lot:	Qty:	Expires:
306012-2103	440.00	9/14/2028
Lot:	Qty:	Expires:
306716-2114	445.00	10/20/2028
Lot:	Qty:	Expires:
306735-2111	450.00	10/20/2028
Lot:	Qty:	Expires:
306781-2101	440.00	10/22/2028
Lot:	Qty:	Expires:
306781-2104	440.00	10/22/2028
Lot:	Qty:	Expires:
307325-2101	440.00	11/16/2028
Lot:	Qty:	Expires:
307335-2108	445.00	11/17/2028
Lot:	Qty:	Expires:
314357-2101	445.00	10/11/2029
Lot:	Qty:	Expires:
314531-2104	450.00	10/18/2029
Lot:	Qty:	Expires:
314715-2104	440.00	10/26/2029
Lot:	Qty:	Expires:
314715-2104	445.00	10/26/2029



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Page: 5 of 15

Lot:	Qty:	Expires:
314999-2103	450.00	11/7/2029
Lot:	Qty:	Expires:
315350-2103	445.00	11/22/2029
Lot:	Qty:	Expires:
315492-2113	450.00	11/30/2029
Lot:	Qty:	Expires:
317215-2112	450.00	2/13/2030
Lot:	Qty:	Expires:
317997-2111	440.00	3/14/2030
Lot:	Qty:	Expires:
318993-2107	448.00	4/25/2030

7	5100-622	10,341.00 CM2	1.30000 /1	13,443.30000
	PureSkin(TM)Cryopreserved 2:1 Meshed >=200cm2			

Lot:	Qty:	Expires:
212323-2011	222.00	4/22/2026
Lot:	Qty:	Expires:
212462-2010	220.00	4/27/2026
Lot:	Qty:	Expires:
223500-2106	222.00	5/28/2027
Lot:	Qty:	Expires:
225310-2109	222.00	8/11/2027
Lot:	Qty:	Expires:
225408-2116	222.00	8/16/2027
Lot:	Qty:	Expires:
225797-2108	217.00	9/3/2027
Lot:	Qty:	Expires:
225928-2109	222.00	9/8/2027
Lot:	Qty:	Expires:
226001-2107	222.00	9/11/2027
Lot:	Qty:	Expires:
226206-2107	220.00	9/20/2027
Lot:	Qty:	Expires:
226223-2106	220.00	9/21/2027
Lot:	Qty:	Expires:
226530-2101	220.00	10/2/2027
Lot:	Qty:	Expires:
226534-2107	220.00	10/2/2027
Lot:	Qty:	Expires:
226547-2112	217.00	10/3/2027
Lot:	Qty:	Expires:
226547-2114	217.00	10/3/2027
Lot:	Qty:	Expires:
226706-2113	217.00	10/10/2027



Julie Milner



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Page: 6 of 15

Lot: 226753-2101	Qty: 222.00	Expires: 10/13/2027
Lot: 226774-2106	Qty: 217.00	Expires: 10/14/2027
Lot: 226843-2105	Qty: 220.00	Expires: 10/17/2027
Lot: 226862-2110	Qty: 217.00	Expires: 10/18/2027
Lot: 227093-2105	Qty: 220.00	Expires: 10/27/2027
Lot: 227191-2107	Qty: 217.00	Expires: 11/2/2027
Lot: 227243-2115	Qty: 222.00	Expires: 11/4/2027
Lot: 227425-2106	Qty: 222.00	Expires: 11/12/2027
Lot: 227508-2114	Qty: 222.00	Expires: 11/15/2027
Lot: 227772-2108	Qty: 220.00	Expires: 11/24/2027
Lot: 228016-2107	Qty: 222.00	Expires: 12/4/2027
Lot: 303013-2108	Qty: 220.00	Expires: 5/3/2028
Lot: 303550-2102	Qty: 220.00	Expires: 5/25/2028
Lot: 304231-2106	Qty: 222.00	Expires: 6/23/2028
Lot: 304929-2109	Qty: 220.00	Expires: 7/29/2028
Lot: 304998-2107	Qty: 222.00	Expires: 8/2/2028
Lot: 312615-2106	Qty: 220.00	Expires: 7/25/2029
Lot: 314130-2109	Qty: 220.00	Expires: 10/2/2029
Lot: 314466-2112	Qty: 220.00	Expires: 10/15/2029
Lot: 315344-2106	Qty: 220.00	Expires: 11/22/2029
Lot: 315448-2106	Qty: 220.00	Expires: 11/26/2029
Lot: 315728-2105	Qty: 220.00	Expires: 12/9/2029
Lot: 316493-2114	Qty: 220.00	Expires: 1/13/2030

Janet M. Wilson



DWTC-C00-62282-688004959b469/July 22, 2025

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Page: 7 of 15

Lot:	Qty:	Expires:
316594-2102	222.00	1/17/2030
Lot:	Qty:	Expires:
317150-2107	217.00	2/9/2030
Lot:	Qty:	Expires:
317206-2104	217.00	2/12/2030
Lot:	Qty:	Expires:
317388-2101	222.00	2/20/2030
Lot:	Qty:	Expires:
317388-2102	217.00	2/20/2030
Lot:	Qty:	Expires:
318797-2113	222.00	4/17/2030
Lot:	Qty:	Expires:
318837-2113	217.00	4/19/2030
Lot:	Qty:	Expires:
318986-2101	222.00	4/24/2030
Lot:	Qty:	Expires:
318986-2102	220.00	4/24/2030

8	5100-622	22,454.00 CM2	1.60000 /1	35,926.40000
	PureSkin(TM)Cryopreserved 2:1 Meshed >=200cm2			

Lot:	Qty:	Expires:
226179-2111	522.00	9/20/2027
Lot:	Qty:	Expires:
227508-2116	525.00	11/15/2027
Lot:	Qty:	Expires:
227702-2101	528.00	11/22/2027
Lot:	Qty:	Expires:
227844-2112	516.00	11/27/2027
Lot:	Qty:	Expires:
228444-2109	522.00	12/22/2027
Lot:	Qty:	Expires:
301209-2104	525.00	2/16/2028
Lot:	Qty:	Expires:
301242-2110	525.00	2/19/2028
Lot:	Qty:	Expires:
301293-2118	522.00	2/20/2028
Lot:	Qty:	Expires:
302472-2108	525.00	4/10/2028
Lot:	Qty:	Expires:
302623-2105	520.00	4/16/2028
Lot:	Qty:	Expires:
302652-2111	522.00	7/17/2028
Lot:	Qty:	Expires:
303406-2101	525.00	5/19/2028



Sanli Milon

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6278 S Troy Cir
Centennial, CO 80111
USA

Phone: 1-800-557-3587
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Page: 8 of 15

Lot:	Qty:	Expires:
303856-2106	525.00	6/7/2028
Lot:	Qty:	Expires:
304162-2112	525.00	6/21/2028
Lot:	Qty:	Expires:
304510-2117	522.00	7/6/2028
Lot:	Qty:	Expires:
308708-2102	520.00	1/17/2029
Lot:	Qty:	Expires:
309438-2101	525.00	2/20/2029
Lot:	Qty:	Expires:
309534-2101	520.00	2/25/2029
Lot:	Qty:	Expires:
310549-2117	522.00	4/17/2029
Lot:	Qty:	Expires:
310662-2103	525.00	4/23/2029
Lot:	Qty:	Expires:
310968-2110	522.00	5/9/2029
Lot:	Qty:	Expires:
310990-2108	520.00	5/11/2029
Lot:	Qty:	Expires:
311154-2103	525.00	5/18/2029
Lot:	Qty:	Expires:
312144-2104	520.00	7/4/2029
Lot:	Qty:	Expires:
312415-2114	525.00	7/15/2029
Lot:	Qty:	Expires:
312415-2115	525.00	7/15/2029
Lot:	Qty:	Expires:
312878-2101	525.00	8/5/2029
Lot:	Qty:	Expires:
314617-2105	522.00	10/22/2029
Lot:	Qty:	Expires:
314774-2109	520.00	10/28/2029
Lot:	Qty:	Expires:
315055-2103	522.00	11/10/2029
Lot:	Qty:	Expires:
315532-2106	522.00	11/30/2029
Lot:	Qty:	Expires:
315817-2103	525.00	12/14/2029
Lot:	Qty:	Expires:
315987-2104	522.00	12/22/2029
Lot:	Qty:	Expires:
316025-2102	515.00	12/25/2029
Lot:	Qty:	Expires:
316051-2112	516.00	12/26/2029



Janet M. Wilson

DWTC-C00-62282-688004959b469/July 22, 2025

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6278 S Troy Cir
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Page: 9 of 15

Lot:	Qty:	Expires:
316054-2106	525.00	12/26/2029
Lot:	Qty:	Expires:
316111-2104	522.00	12/27/2029
Lot:	Qty:	Expires:
316134-2103	522.00	12/28/2029
Lot:	Qty:	Expires:
316134-2104	516.00	12/28/2029
Lot:	Qty:	Expires:
316163-2101	515.00	12/30/2029
Lot:	Qty:	Expires:
316436-2107	520.00	1/11/2030
Lot:	Qty:	Expires:
316439-2111	525.00	1/11/2030
Lot:	Qty:	Expires:
319380-2108	522.00	5/10/2030

9	5100-624-1	1	9,300.00 CM2	2.75000 /1	25,575.00000
	PureSkin™ XL Cryopreserved 2:1				
	Meshed 600-799cm2				



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Page: 10 of 15

Lot:	Qty:	Expires:
221691-2103	660.00	12/30/2029
Lot:	Qty:	Expires:
309797-2101	696.00	9/12/2029
Lot:	Qty:	Expires:
309957-2101	672.00	9/19/2029
Lot:	Qty:	Expires:
310102-2102	676.00	9/30/2029
Lot:	Qty:	Expires:
310201-2103	638.00	10/6/2029
Lot:	Qty:	Expires:
310523-2102	672.00	9/21/2029
Lot:	Qty:	Expires:
310559-2102	648.00	9/25/2029
Lot:	Qty:	Expires:
311182-2103	620.00	1/17/2030
Lot:	Qty:	Expires:
311183-2101	690.00	1/18/2030
Lot:	Qty:	Expires:
311183-2102	696.00	1/18/2030
Lot:	Qty:	Expires:
311214-2102	672.00	1/20/2030
Lot:	Qty:	Expires:
311252-2101	675.00	1/29/2030
Lot:	Qty:	Expires:
311475-2102	625.00	1/24/2030
Lot:	Qty:	Expires:
311487-2102	660.00	1/25/2030

10	18717000	1	8.00EA	1,400.00000 /1	11,200.00000
Semitendonosis FZ/I					



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

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Page: 11 of 15

Lot:	Qty:	Expires:
317348-1204	1.00	5/31/2030
Lot:	Qty:	Expires:
317547-1205	1.00	5/29/2030
Lot:	Qty:	Expires:
317902-1201	1.00	5/26/2030
Lot:	Qty:	Expires:
318095-1201	1.00	5/26/2030
Lot:	Qty:	Expires:
318098-1206	1.00	5/26/2030
Lot:	Qty:	Expires:
318238-1204	1.00	6/1/2030
Lot:	Qty:	Expires:
318656-1205	1.00	5/28/2030
Lot:	Qty:	Expires:
318770-1207	1.00	5/27/2030

11	17817000	1	3.00 EA	1,800.00000 /1	5,400.00000
Pat Lig Hemi FZ/I					

Lot:	Qty:	Expires:
317233-1202	1.00	5/18/2030
Lot:	Qty:	Expires:
317760-1201	1.00	5/14/2030
Lot:	Qty:	Expires:
317760-1202	1.00	5/14/2030

Order Miscellaneous Charges:

Quantity	Unit Price	Freq	Description	Ext. Price
1.)	1	40.00 (E)	Grande Cooler Fee	40.00
				40.00

Line Total:	127,246.00000
Line Miscellaneous Charges:	0.00000
Order Miscellaneous Charges:	40.00000

Order Total	127,286.00000 \$
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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 ISSUE FEES, SHIPPING & MISC. CHARGES ****



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6278 S Troy Cir
Centennial, CO 80111
USA

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Fax: 720-873-0212

ProForma Pack Slip

Page: 12 of 15



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DWTC-C00-62282-688004959b469/July 22, 2025



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Centennial, CO 80111
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ProForma Pack Slip

Page: 13 of 15

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
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;

DWT-C00-62282-688004959b469/July 22, 2025



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Page: 14 of 15

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.

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

"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,

DWTC-C00-62282-6880049596469/July 22, 2025

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Page: 15 of 15

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.

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.

