

TERMS FOR SALE

1. Additional or Different Terms. These terms of sale are subject to any related agreement between the seller and the buyer. Absent any such agreement, this instrument constitutes an offer by the seller to sell the products covered by this invoice at the price and subject to all terms stated in this invoice. The buyer may not modify any terms of this offer, and the seller hereby objects in advance to any additional or different terms proposed by or on behalf of the buyer in any instrument requesting or confirming this invoice. Acceptance by the buyer of the products covered by this invoice will constitute an express waiver by the buyer of any additional or different term that it had previously proposed. Except as specifically stated herein there are no audit rights under these terms of sale.

2. Returns. The buyer may only return products covered by this invoice for credit if the seller or one of its affiliates has previously authorized that return.

3. Adjustments. If the buyer believes that this invoice contains any errors, it must notify the seller's customer service department no later than 30 days after the date of the invoice if it wishes to have those errors rectified. If the buyer wishes to make a claim for loss or damage to any products covered by this invoice as a result of shipment, it must include a copy of the delivery receipt.

4. Security Interests. The buyer hereby grants the seller a security interest in all products covered by this invoice as security for payment of all amounts due under this invoice. The buyer shall assist the seller in perfecting that security interest by signing at the seller's request appropriate documents (including without limitation Form UCC-1 financing statements) and cooperating with the seller (at the seller's expense) in taking any further actions reasonably necessary to perfect that security interest. The buyer's nonpayment of any amounts due under this invoice, will entitle the seller to all remedies of a secured creditor under the Uniform Commercial Code.

5. Option to Accelerate. The seller may by written notice to the buyer demand that the buyer immediately pay all amounts due under this invoice if the seller believes in good faith that the prospect of the buyer paying those amounts has been impaired. By accepting the products covered by this invoice, the buyer is representing that it is not then insolvent within the meaning of Title 11, United States Code, or any similar federal or state law.

6. Taxes. In addition to the invoiced price, the buyer shall pay any tax, duty or other fee imposed on this transaction by any federal, state, or local governmental authority. If the seller is required to prepay any such tax, duty or other fee, the buyer will reimburse the seller the amount of that tax, duty, or other fee.

7. Cost Reporting. The buyer acknowledges that it is required by law to disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or certain other health care programs, the cost (including, but not limited to, any discounts, rebates or other price concessions) of any product covered by this invoice and on request, provide to the U.S. Department of Health and Human Services and any state agencies any invoices, coupons, statements, and other documentation reflecting such costs. The buyer may receive subsequent documentation under some programs reflecting adjustments or allocations to the price available hereunder. In preparing any cost reports, the buyer may be required to evaluate as a discount the value of any product listed as \$0.00 on any invoice. The buyer should not include as a discount for cost-reporting purposes the value of any item that is designated as a sample or that the buyer knows constitutes a sample, and it should not seek reimbursement for any such items. The seller recommends that the buyer retain a copy of this invoice and any other documentation provided by the seller regarding any price concessions under this invoice. The buyer may request additional information from the seller to meet the buyer's reporting or disclosure obligations, by writing to the address on the reverse side.

8. No Resale. The products covered by this invoice are intended for the buyer's own use in the United States and are not for resale unless the buyer is the seller's authorized distributor.

9. Product Shortages. The seller is not liable for delays in delivery due to product shortages, acts of nature, war, terrorism, regulatory or carrier issues, or any circumstance beyond its reasonable control.

10. Prescription Products. Any product on this invoice labeled "Caution: Federal law prohibits dispensing without a prescription," is sold for such use only.

11. Single-Use Products. The buyer shall ensure that units of any patented Single-Use Product that it purchases are used once and only once in delivering patient care and the seller conveys no right in such patented Single-Use Product other than the right to use those units once and only once. A "Single-Use Product" means any product that is labeled "For Single Use" or "Single Use Only" or "Do Not Reuse" or otherwise labeled to indicate that the product is to be used once and only once in delivering patient care. The seller does not grant the buyer or any other person or entity any license to reprocess, remanufacture, or reconstruct any patented Single-Use Product. In addition to other available remedies, the sale or use of any reprocessed, remanufactured or reconstructed patented Single-Use Product will be subject to available remedies for patent infringement.

12. Distributor Chargebacks (applies to distributors only). Johnson & Johnson ("J&J") companies pay chargebacks to distributors only for products purchased directly from a J&J company located in the U.S. and sold to end users located in the U.S. who are entitled by contract with a J&J company to a price below distributor list price. By accepting a chargeback from a J&J company, the recipient represents that it qualifies for the chargeback and agrees that the J&J company paying the chargeback may, on reasonable notice and during normal business hours, audit the recipient's records to confirm that it qualified for the chargeback.

13. Deductions. Buyer should identify the reason for any deductions, seller will deny and not accept any unidentified deductions.

14. Warranties. Any warranties provided by the seller with respect to any product covered by this invoice are as described in the package inserts accompanying units of that product on purchase. OTHER THAN AS SET FORTH IN THE PREVIOUS SENTENCE, THERE IS NO IMPLIED OR EXPRESS WARRANTY ON THE PRODUCTS COVERED BY THIS INVOICE, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. Dispute Resolution. The buyer and the seller shall resolve any dispute arising out of or relating to this invoice by arbitration administered by the AAA and conducted before a single arbitrator in accordance with the AAA's Commercial Arbitration Rules then in effect. The arbitration must be conducted in New Jersey. The arbitrator must interpret any dispute arising out of or relating to this invoice in accordance with the laws of New Jersey, without giving effect to its choice of law principles. THE ARBITRATOR WILL NOT AWARD PUNITIVE, COVER, EXEMPLARY, MULTIPLIED, OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS, AND THE BUYER AND THE SELLER IRREVOCABLY WAIVE ANY RIGHT TO SEEK OR COLLECT ANY SUCH DAMAGES, FEES, OR COSTS IN ARBITRATION OR ANY JUDICIAL PROCEEDING. THE BUYER AND SELLER EACH IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY. The buyer and the seller shall submit to any court of competent jurisdiction for purposes of enforcement of any award, order, or judgment in any arbitration brought under this section. Any such award, order, or judgment will be final and may be entered and enforced in any court of competent jurisdiction.

NAMES OF JOHNSON & JOHNSON HEALTH CARE SYSTEMS INC. AFFILIATE COMPANIES

(00) Johnson & Johnson Health Care Systems Inc.	(CO) Codman & Shurtleff, Inc.	(DM) DePuy Mitek, Inc.
(AS) Advanced Sterilization Products, Division of ETHICON, INC.	(DS) DePuy Spine, Inc.	(ET) ETHICON, INC.
(ES) Ethicon Endo-Surgery, Inc.	(BW) Biosense Webster, Inc.	(CC) Cordis Corporation
(OC) Ortho-Clinical Diagnostics, Inc.	(JT) DePuy Orthopaedics, Inc.	(TH) Therakos, Inc.

Products bearing a red cross have no connection with the American National Red Cross.