BAXTER HEALTHCARE CORPORATION ("BAXTER")

ORTHOBIOLOGICS STANDARD TERMS AND CONDITIONS

THESE ORTHOBIOLOGICS STANDARD TERMS AND CONDITIONS ("TERMS AND CONDITIONS") APPLY TO THE DIRECT PURCHASE OF BAXTER’S ORTHOBIOLOGICS PRODUCTS ("PRODUCTS"). FOR PURCHASE OF PRODUCTS PROVIDED UNDER BAXTER’S HOSPITAL CONSIGNMENT PROGRAM, PLEASE REFER TO BAXTER’S ORTHOBIOLOGICS CONSIGNMENT TERMS AND CONDITIONS. ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, WHICH ARE ACCEPTED BY THE CUSTOMER UPON PLACING OF AN ORDER FOR ORTHOBIOLOGICS PRODUCTS WITH BAXTER WHICH ORDER IS CONFIRMED BY BAXTER. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON BAXTER UNLESS AGREED TO IN WRITING AND SIGNED BY AN AUTHORIZED EMPLOYEE OF BAXTER, OR UNLESS A SEPARATE ORTHOBIOLOGICS PRODUCT PURCHASE AGREEMENT OR OTHER APPLICABLE SALES DOCUMENT HAS BEEN SIGNED, IN WHICH CASE, SUCH SALES DOCUMENT SHALL GOVERN IN THE EVENT OF AN EXPRESS CONFLICT WITH THESE TERMS AND CONDITIONS.

BAXTER RESERVES THE RIGHT AT ANY TIME TO AMEND THESE TERMS AND CONDITIONS. IT IS CUSTOMER’S RESPONSIBILITY TO REVIEW THESE TERMS AND CONDITIONS PRIOR TO SUBMITTING EACH ORDER. BAXTER HAS NO RESPONSIBILITY TO NOTIFY CUSTOMER OF ANY CHANGES PRIOR TO THE EFFECTIVE DATE OF THE CHANGES. CUSTOMER SHALL BE DEEMED TO ACCEPT SUCH AMENDED TERMS AND CONDITIONS BY ORDERING PRODUCT AFTER THE DATE OF SUCH AMENDMENT.

1. Payment Terms. Payment terms are net thirty (30) days from date of invoice ("Due Date"). Baxter must receive payment at the “Remit To” address listed on the invoice on or before the Due Date to be considered as received on time. Customer shall pay Baxter a service charge of 1-1/2% per month (18% per year) or the highest amount allowed by law, if lower, on all past due amounts. In the event Customer is delinquent in payment of any amounts to Baxter, whether or not related to these Terms and Conditions, Baxter may, at its option declare all amounts owed to it under all agreements as due and payable immediately, and terminate these Terms and Conditions.

Baxter offers eCommerce solutions giving customers flexible invoice and payment options.

(a) Invoice Options. Customer can receive invoices (1) electronically using Baxter’s e-Services Center website, (2) through EDI 810 invoice transactions, or (3) by mail.

(b) Payment Options. Payment to Baxter can be made either electronically (preferred method) or by check. In the event that an electronic payment is made, each transaction must include a remittance.

2. Conditions of Sale. Baxter agrees to sell the Products to Customer provided that (i) the Products are available at the time of the order, (ii) Baxter accepts the order, and (iii) Customer is in full compliance with these Terms and Conditions. Customer agrees to purchase the Products for use within the United States for the benefit of patients for whom a doctor has ordered its use.

3. Licenses. Customer agrees to maintain all licenses necessary for the purchase and dispensing of the prescription Products (e.g. state pharmacy license, physician’s license etc.) and will forward a copy of such license to Baxter upon request. The Products purchased under these Terms and Conditions are not for resale, barter or trade to other purchasers of such products or for export. Customer agrees that it and its network of facilities, will maintain all licenses necessary for the purchase and dispensing of the prescription Products (e.g. state pharmacy license, physician’s license etc.) and will forward a copy of such license(s) to Baxter upon request. The Products purchased under these Terms and Conditions are not for resale, barter or trade to other purchasers of such products without the prior

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written consent of Baxter. The Products purchased under these Terms and Conditions are not for export.

4. Taxes. Customer shall be responsible for payment of all applicable state and/or local sales, use, and/or gross receipts tax receipts resulting from its transactions with Baxter. A Customer that is exempt from taxation is required to provide valid certification to Baxter’s Customer Master Team supporting its claim of exemption.

5. Ordering. Orders can be called into Baxter’s Customer Service Department at 800.423.2090 or faxed into Baxter's Customer Service Department at 877.285.3173. Shipment against any purchase order does not constitute acceptance by Baxter of these Terms and Conditions or prices stipulated on the purchase order. Shipment of any order, including standing orders, will be made in accordance with these Terms and Conditions and shall be governed solely by these Terms and Conditions notwithstanding any conflicting or additional terms contained in any purchase order, unless otherwise agreed to in writing by the parties. Baxter cannot guarantee maximum expiration dating on any Products upon delivery. Specific dating needs may be discussed with Customer Service at time of order placement.

6. Shipping. Freight terms are F.O.B. Customer’s location. Notwithstanding anything in the foregoing to the contrary, Baxter may implement a shipping charge for any of the Products. Additional charges for emergency or overnight deliveries will be the responsibility of Customer and will be added to the invoice.

   (a) Disputed Invoices. An amount in dispute should be deducted from Customer’s remittance. Please explain the deduction on a legible copy of the invoice and enclose it with the payment. Baxter’s Account Services Representative will work with Customer to resolve the discrepancy.

   (b) Damage or Shortage in Shipment. Baxter exercises care in packing shipments. To minimize the possibility of error, all orders should be counted and inspected upon receipt. ANY DAMAGE, SHORTAGE OR OVERAGE SHOULD BE REPORTED TO BAXTER’S CUSTOMER SERVICE DEPARTMENT AT 800.423.2090 WITHIN TWO (2) BUSINESS DAYS OF RECEIPT. Baxter may reject requests for return authorization received later than two (2) business days from Customer’s receipt of the Products. Customer’s cooperation in providing this information will enable Baxter to expedite the necessary adjustments.

7. Return Goods Policy. Baxter can accept for credit only those Products that (a) do not perform pursuant to Baxter's specifications for the Products, (b) may have been damaged during transportation, or (c) Customer may have received in error. Return of the Products must be authorized before any returns will be accepted. Customer shall contact Baxter Customer Service for instructions on the return procedure to be followed.

8. Warranty. Baxter and its affiliates warrant that Products shipped or delivered to Customer will not, at the time of shipment by Baxter or its affiliates, be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, nor will such Products be an article which may not, under provisions of sections 404 and 505 of said act, be introduced into interstate commerce. Baxter and its affiliates further represent and warrant that all Products delivered to Customer when stored and used in accordance with the directions on the labeling, are fit for the purposes and indications described in the labeling. Unless the Products are used in accordance with their instructions, these warranties are void and of no effect. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BAXTER AND ITS AFFILIATES’ SOLE OBLIGATION AND CUSTOMER’S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE, AT BAXTER’S OPTION, TO REPAIR OR REPLACE THE PRODUCTS. NEITHER BAXTER NOR ITS AFFILIATES SHALL BE LIABLE FOR PROXIMATE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, COST OF REPLACEMENT, OR COMMERCIAL LOSS) ARISING OUT OF OR RELATED TO THE SALE OR USE OF THE PRODUCTS.

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9. **Other Discounts.** Customer and Baxter intend that these Terms and Conditions shall be administered in accordance with the provisions of the federal Anti-Kickback Statute (42, U.S.C. § 1320a-7b(b)). To the extent that any discounts and/or rebates are issued by Baxter and received by Customer with respect to Products under these Terms and Conditions, such discounts and/or rebates may be considered "discounts or other reductions in price" under the Anti-Kickback Statute, Section 1128B(b)(3)(A) of the Social Security Act [42 U.S.C. § 1320a-7(b)(3)(A)]. To the extent required by the Anti-Kickback Statute or the Discount Safe Harbor regulations, 42 C.F.R § 1001.952(h) et seq., Customer shall fully and accurately disclose such discounts and other reductions in price in accordance with the applicable state or federal cost reporting requirements, including, without limitation, disclosing and accurately reflecting where appropriate, and as appropriate, to the applicable reimbursement methodology. Baxter will provide Customer with sales and discount information to allow Customer to comply with this Section and the discount safe harbor, including sufficient discount, rebate and/or other pricing information that may be applicable to enable Customer to accurately report its actual costs for all purchases of Baxter Products and services made pursuant to these Terms and Conditions. The total charges for the Products purchased under these Terms and Conditions shall be the contract price less any such discounts, rebates, and/or other reductions in price that may be applicable.

10. **Confidentiality.** Customer agrees that it shall not disclose the pricing of the Products as communicated to Customer to any other person or entity outside its organization and affiliates or make any public announcement concerning such pricing, unless Customer receives the prior written approval of Baxter or such disclosure is required by law, subpoena or other judicial or administrative process or pursuant to Generally Accepted Accounting Principles. For purposes of this provision, an affiliate is an entity in which Customer maintains an ownership position in or a contractual relationship with, and the disclosure is required so that the Customer may fulfill its obligations hereunder.

11. **Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Delaware (excluding its conflicts of law provisions).

12. **Product Supply.** Baxter reserves the right, in its sole discretion, to stop offering any of the Products for sale without affecting these Terms and Conditions or the supply of other Products hereunder.

13. **New Products.** Baxter can substitute or add new Products with the same or similar indication that may become available and Customer may purchase same from Baxter.

14. **Severability.** In the event any portion of these Terms and Conditions are declared void or invalid by a court or tribunal of competent jurisdiction, such provision shall be modified or severed, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially these Terms and Conditions or the obligations of the parties, in which case these Terms and Conditions may be immediately terminated.

15. **Complete Agreement.** These Terms and Conditions contain the full and complete expression of the rights and obligations of the parties, and it shall cancel and supersede all other written or oral communications heretofore made by the parties (including their affiliates) related to the subject matter hereof. None of these Terms and Conditions shall be deemed to be waived by either party or amended unless such waiver or amendment is written and signed by both parties and recites specifically that it is a waiver of, or amendment to, these Terms and Conditions.