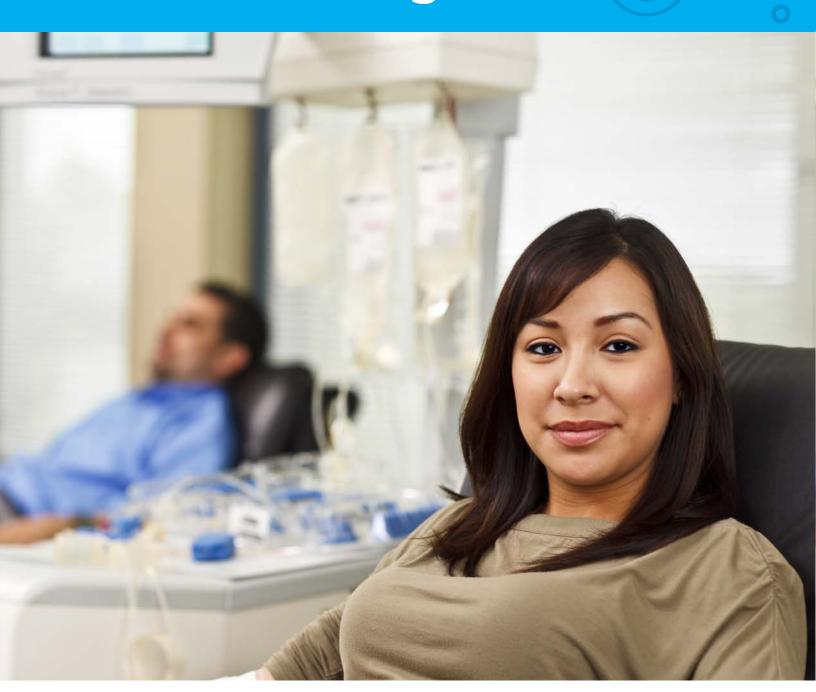
**United States** 

# **Product Catalog**





### **Directory**



### Fenwal, Inc.

Global Headquarters Three Corporate Drive Lake Zurich, Illinois 60047

Tel: 847.550.2300

Customer Service	1-800-3-Fenwal
Clinical/Technical Hotline	1-800-937-5060
Credit & Collections	1-800-3-Fenwal
Instrument Services	1-800-937-5060, Prompt 1
Plasma Support Line	1-800-448-5299
Post-Market Quality Assurance (PMQA)	1-800-933-6925
Product Information	1-800-3-Fenwal

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**Sales Terms and Conditions** 

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# **Specialty Products**

### **Transfer Pack™ Containers**

Transfer Pack containers in multiple configurations to address your needs

Code	Item	Quantity	
4R2001	Transfer Pack container with Coupler - 150 mL (bulk pack)	96 units/case	4R2001
4R2004	Quadruple Transfer Pack container with Coupler – 150 mL	48 units/case	4R2004
4R2014	Transfer Pack container with Coupler - 300 mL (bulk pack)	96 units/case	
4R2023	Transfer Pack container with Coupler - 600 mL	96 units/case	10000
4R2024	Transfer Pack container with Male Luer – 600 mL Commonly used for therapeutic donations, empty bag without anticoagulant creates cost effective option for therapeutic collections, luer lock allows ease of connection to a needle	96 units/case	4R2023
4R2027	Transfer Pack container with 8 Couplers – 600 mL Eight couplers allow for pooling of products from multiple units	48 units/case	
4R2255P	Quadruple Transfer Pack container Intended for Plasma Collection Quadruple Transfer Pack container intended for plasma collection with male luer adapter, one 1000 mL and three 300 mL containers		4R2027
4R2032	Transfer Pack container with Coupler 1000 mL (bulk pack)	96 units/case	

### **Fenwal**

#### Sales Terms and Conditions

#### Sales Terms and Conditions

These Terms and Conditions are incorporated by reference and form an integral part of each proposal or agreement between Fenwal, Inc. and/or Fenwal International, Inc, and its affiliates ("Fenwal") and Buyer.

- 1. Acceptance. Fenwal's acceptance of Buyer's purchase order for Fenwal products ("Products") is expressly conditioned on these Terms and Conditions ("Terms") and attachments hereto (collectively referred to as "Order"). Any shipment of goods, ordering of supplies or performance of services shall constitute acceptance of these Terms. These Terms and any attachments hereto represent the entire agreement between the parties and no changes are binding unless they are in writing and signed by an authorized representative of Fenwal. Any references to or attachment of Buyer's terms and conditions, or any overstamping on the acknowledgment or invoicing of this order shall not alter the Terms and shall be disregarded by Fenwal.
- 2. Delivery. Fenwal's delivery dates are provided for information purposes only and are non-binding. Fenwal shall not be liable for late delivery, unless late delivery would be such as to amount to Fenwal being freed from its obligations to deliver. Title to the Products and risk of loss or damage during shipment passes from Fenwal to Buyer ex works Fenwal's designated location (Incoterms 2000). To the extent permitted by law, Fenwal shall retain a security interest in the Products until Fenwal receives payment in full. Buyer will be responsible for all shipping and related charges. Fenwal shall not be held accountable for failure or delay of performance under this contract if it is due to force majeure or to any occurrence other than negligence on Fenwal's part. Force majeure includes, but is not limited to, acts of God, fire, weather conditions, strike, lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, act of government.
- 3. Delivery Complaints. Buyer shall immediately take possession of the Products and inspect them upon delivery. In the event of visible defects or nonconforming orders, Buyer shall ensure that this is recorded at the time of delivery. No complaints shall be accepted more than 7 days after delivery. Fenwal will be responsible for hidden defects only if Buyer has used reasonable due diligence to detect such defect, and Buyer has informed Fenwal of such defect in writing within 7 days of detection. Fenwal's liability in any case shall be limited to the warranty provided in Section 4.
- 4. Warranties and Exclusive Remedy. Fenwal warrants that all articles furnished hereunder will be merchantable, free from defects in material and workmanship, and will conform to applicable specifications, drawings or descriptions. FENWAL HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD SERVICES PROVIDED BY THIRD PARTIES OR AFFILIATES OF FENWAL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT. If any products are found and reported within one (1) year (for spare parts, within 3 months) from date of delivery to have been defective when delivered (any shortcoming which prevent performance to specified standards, if any, set forth in the specifications being deemed a defect) and provided immediate notification in writing is given to Fenwal, Fenwal will replace or repair such defect (defects caused by normal wear are excluded from warranty replacement). During repair, risk of loss will remain with Buyer. Replacement of products manufactured or supplied by others is subject to that manufacturer's or supplier's consent. No products can be returned without Fenwal's prior written consent. The remedies of Buyer set forth herein are exclusive and the total liability of Fenwal with respect to the performance or breach of this Agreement in connection with the manufacture, sale, delivery, installation or repair of the Products hereunder, or the technical direction covered by or furnished under this Agreement is limited to making within the time period set forth above such modifications as may be necessary to achieve performance to specified standards, if any, and to repairing any defective products that have been identified by Buyer. If Fenwal and Buyer are unable to correct a defective or non-conforming product, Fenwal's sole liability shall be to repay any portion of the purchase price paid for it upon Buyer returning it to Fenwal.

Any modifications to Products without Fenwal's prior written approval, improper use of Products, whether intentional or unintentional, operation beyond capacity, failure to report to Fenwal within the warranty period, substitution or addition of components or parts, lack of proper maintenance, abuse, improper installation, or abnormal conditions of temperature, moisture, or corrosive matter, or alteration or repair by others in such manner which in Fenwal's judgment affects the Product materially and adversely shall void the foregoing warranty.

- 5. Limitation of Liability. FENWAL WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBLITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. FENWAL SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTIES, ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ARISING UNDER ANY OTHER THEORIES OF LAW. FENWAL WILL NOT BE LIABLE FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE OR THE PROVISION OF SERVICES BY THIRD PARTIES. BUYER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES PROVIDED DIRECTLY BY FENWAL, FENWAL WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGE IN EXCESS OF THE LESSOR OF: (i) THE DOLLAR AMOUNT PAID BY BUYER FOR THE PRODCUTS GIVING RISE TO THE CLAIM; OR (ii) \$50,000.
- 6. Prices. Prices are subject to change without notice. Prices do not include and Buyer is responsible for any applicable sales, use, transaction, excise or other similar taxes, and from any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of, or otherwise associated with an order. Buyer must provide Fenwal with any exemption documentation at the time of purchase.



#### Sales Terms and Conditions

- 7. Payment. Buyer shall pay for the Products (including applicable taxes and other charges) within thirty (30) days from the invoice date. Fenwal will invoice Buyer for Products on the date of shipment. Fenwal reserves the right to charge Buyer interest on all past due invoices one point five percent (1.5%) per month or the highest rate allowed by law, whichever is lesser. In the event of payment default, Buyer will be responsible for Fenwal's reasonable costs of collection, including court costs, filing fees and attorney's fees. Buyer may not deduct or offset any disputed amounts from Fenwal's invoice.
- 8. Termination. In the event Buyer terminates an order accepted by Fenwal prior to delivery, Buyer shall pay Fenwal 20% of the order price to cover Fenwal's fixed and variable costs incurred. Fenwal may terminate the Order without cause upon thirty (30) days prior written notice to the Buyer. Buyer shall pay for all Products ordered prior to the date of termination.
- 9. Minimum Orders. All Product orders of less than US \$250 (excluding taxes) shall be subject to a \$40 charge, representing the additional costs of processing, preparing and delivering such order.
- 10. Compliance with Laws. Buyer shall comply with all applicable laws and regulations in performing its obligations, including consumer protection, health, safety, environmental, tax, and all other applicable foreign, federal, state and local laws, regulations, standards, and requirements. Buyer will specifically comply with all anti-corruption laws, including the U.S. Foreign Corrupt Practices Act. Buyer agrees that no Products (including any related technical data) will be exported, sold, or otherwise diverted outside the country shown on Buyer's address on the face of the purchase order. Buyer further agrees to comply with applicable import, export, customs, licensing, and product registration requirements, including any applicable requirements for a "routed export transaction." Buyer certifies that (a) its export privileges have not been suspended, revoked or denied by the U.S. Bureau of Industry and Security or any similar authority; (b) the Products are intended for civilian use; (c) the Products will not be involved in any way with the manufacture or distribution of weapons; and (d) no technical data received from Fenwal will be transferred to any other party without Fenwal's prior written consent. Buyer acknowledges that U.S.-origin items are subject at all time to U.S. Export Administration Regulations. Buyer agrees to maintain all records, books and any other documents evidencing Products supplied and/or services rendered under these Terms for five (5) years or for such longer period as may be required by law. Buyer agrees to maintain all records, books, and any other documents relating to the Products supplied and/or services rendered by Fenwal pursuant to these Terms for five (5) years, or longer as may be required by law.
- 11. Assignment. Buyer shall not assign or subcontract this Order, or any part thereof, without the prior written consent of Fenwal, and not unless the assignee or subcontractor agrees to be bound by all the terms and conditions of this Order. Any such assignment or subcontract made in derogation of this provision is expressly void. No assignment of moneys due or to become due hereunder shall be binding upon Fenwal until its written consent thereto is obtained and provided further that payment to an assignee of any claim under this Order shall be subject to setoff or recoupment to any present or future claim or claims which Fenwal may have against Buyer.
- 12. Proprietary Disclosures. Buyer agrees that devices, drawings, data, design, reports and other technical information or any information contained therein, supplied by Fenwal and relating to this Order are the proprietary property of Fenwal and such information shall be held in confidence by Buyer. Such information shall only be used for the purposes of this Order, and shall not be reproduced, used or disclosed to others without Fenwal's prior written consent, except as necessary for the performance of this Order. Except with Fenwal's prior written consent, information which Buyer shall have disclosed or may hereafter disclose to Fenwal in connection with the placement and performance of this Order shall be deemed non-confidential and non-proprietary and Buyer agrees not to assert any claims by reason of the use, duplication or disclosure thereof by Fenwal and/or its successors, assigns or customers. Upon completion of this Order, Buyer shall, at Fenwal's request, either dispose of or return all such devices, drawings, data, design, reports and other technical information, and all copies, which have been made thereof to Fenwal.

Title to and the right of immediate possession of all property furnished by Fenwal to Buyer for use hereunder, including but not restricted to tooling, designs, patterns, drawings and materials, shall be and remain the property of Fenwal in all stages of production. Such property shall not be used in the production, manufacture or design of any other articles for Buyer or for any other purchaser or for manufacture or production of larger quantities than those specified herein, except with the express written consent of Fenwal. All such property supplied by Fenwal shall be segregated by Buyer in Buyer's plant and, wherever possible, clearly marked so as to be easily identified as Fenwal's property. Buyer shall be fully responsible for all such property upon delivery to Buyer until redelivery thereof to Fenwal and shall protect, preserve and maintain such property in accordance with sound industrial practices. Buyer shall keep an inventory of all such property in its possession which is furnished by Fenwal or which becomes the property of Fenwal, and shall furnish copies of such inventories to Fenwal as may be required. At the completion or termination of this Order all such property together with all excess materials shall be returned to Fenwal or disposed of as Fenwal shall direct. In the event such property is damaged or made unfit for its intended use, except for reasonable wear and tear or for the authorized use of the property in accordance with the provisions of this Order, Fenwal's cost of replacement thereof is to be paid by Buyer.

### **Fenwal**

#### Sales Terms and Conditions

- 13. Insurance: Buyer shall obtain and maintain comprehensive general liability insurance covering each occurrence of bodily injury and property damage in an amount not less than the equivalent of US \$1 million (or such higher limits as Fenwal shall reasonably request) with endorsements for products/completed operations, blanket contractual liability and vendor's liability. Buyer shall, on or before delivery of any product, furnish Fenwal a certificate of insurance issued by the insurer evidencing the above-required insurance and stating that the insurer shall give Fenwal written notice at least thirty (30) days prior to any cancellation, non-renewal or material change in coverage.
- 14. Discounts: Buyer shall properly disclose all discounts and other reductions in price, including rebates, under any state or federal program that provides cost or charge-based reimbursement to Buyer for products or services covered under this Order. Buyer acknowledges the dollar value of any products or services which Buyer receives but does not pay for shall be a "discount or other reduction in price" and may be subject to the disclosure requirements of Section 1128B(b)(3)(A) of the Social Security Act.
- 15. Notice. All notices to Fenwal must be sent via registered mail to: Fenwal, Inc./Fenwal International, Inc., Attn: Chief Legal Officer, Three Corporate Drive, Lake Zurich, Illinois 60047, USA.
- 16. Miscellaneous. All offers made and contracts entered into under these Terms shall be controlled and governed by the law of the venue shown on the Fenwal invoice, without regard to its choice of law provisions, and the courts of that venue shall have exclusive jurisdiction of any cause of action directly or indirectly arising there from. The parties expressly acknowledge that the 1980 Convention on Contracts for the International Sales of Goods (CISG) will apply to any Products sold from Fenwal to Buyer, except to the extent that the CISG contradicts or is inconsistent with any provisions in these Terms. Fenwal may recover all costs concerning judicial recovery, including fees, from Buyer. The invalidity of one or more provisions of these Terms shall not affect the validity of the remaining provisions of these Terms.

#### **RETURN GOODS POLICY**

This policy is designed so that when Fenwal has made an error, in either product quality or service, Fenwal pays the costs of return. However, when the error is on Customer's part, Customer agrees to bear part of the cost.

Product quality issues should be reported immediately to 1-800-933-6925.

To ensure proper credit, please call Fenwal' Customer Service at 1-800-766-1077 for authorization prior to returning any Products and have a copy of the shipping documents or invoice when placing the call.

For a Fenwal error, credit will be issued at one hundred percent (100%) of the original price if Product(s) is (are) returned within sixty (60) days of original shipment date.

For a Customer error, return is subject to a twenty percent (20%) restocking charge. A credit will be issued at eighty percent (80%) of the original price if Product(s) is (are) returned within sixty (60) days of original shipment date.

Products cannot receive credit under the following conditions:

- More than sixty (60) days have elapsed since the original shipment date:
- · Customer excess stock;
- · Products that will expire in twelve (12) months;
- · Opened or partially used cases;
- · Discontinued Products;
- Product complaints over sixty (60) days from date of incidence.



For more information on Fenwal please visit <a href="https://www.fenwalinc.com">www.fenwalinc.com</a>



**Fenwal, Inc.**Three Corporate Drive
Lake Zurich, Illinois 60047

1-800-3 FENWAL

www.fenwalinc.com

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