

Product Order Form

Date Needed (mm/dd/yyyy)					Case Date (mm/dd/yyyy)		
Time Needed					Case Time		
Cooler (72 or 106 hrs)					Purchase Order		
Order Type (check one)	Consignment	Eval	Sale	WFNU	-80° C Tissue Freezer (check one)	Yes	No

Delivery Instructions

Bill To:				Ship To Facility:			
Customer Number (if known)				Customer Number (if known)			
Address:				Address:			
City, State, Zip:				City, State, Zip:			
Contact Name:				Attention:			
Email:				Email:			
Phone:				Phone:			
Fax:				Fax:			
Type of Facility:	Hospital		Wound Clinic		Physician Office		ASC
						Long Term Care	
						Doctor:	

CRYO Description	Product Code	Quantity	PL Description	Product Code	Quantity
Grafix® Prime 16mm Disc	PS60013		GrafixPL® PRIME 16mm Disc	PS13016	
Grafix® PRIME 1.5 x 2 cm	PS11015		GrafixPL® PRIME 1.5 x 2 cm	PS13015	
Grafix® PRIME 2 x 3 cm	PS11023		GrafixPL® PRIME 2 x 3 cm	PS13023	
Grafix® PRIME 3 x 4 cm	PS11034		GrafixPL® PRIME 3 x 3 cm	PS13033	
Grafix® PRIME 5 x 5 cm	PS11055		GrafixPL® PRIME 3 x 4 cm	PS13034	
Grafix® XC 7.5 x 15 cm	PS24075		GrafixPL® PRIME 5 x 5 cm	PS13055	
Grafix® CORE 3 x 4 cm	PS12034				
Grafix® CORE 5 x 5 cm	PS12055				
Stravix® 2 x 2 cm	PS60006				
Stravix® 2 x 4 cm	PS60005				
Stravix® 3 x 6 cm	PS60008				
Prep Kit (Sterile) – ORIGINAL ONE	CS00180				
Sterile Basin- Prep kit (TO USE WITH THE BELOW REUSABLE BASIN)	CS00233				
Non-sterile Thaw Basin (REUSABLE)	CS00242				

TRANSMIT ORDERS TO MANUFACTURER BY:

FAX: 443-283-4419, TELEPHONE: 888-674-9551 or E-MAIL: Osiris-BiosurgeryCS@smith-nephew.com

Manufacturer and Provider agree that their transactions are governed by this order form's terms and conditions, including its payment provisions (please see reverse).

Order Form (page 2 of 2)

Terms and Conditions

- 1. PARTIES.** For purposes of this order and its Terms and Conditions, Osiris Therapeutics, Inc. shall be referred to as the "Manufacturer" and the facility and physician designated in the order form shall be referred to as the "Customer".
- 2. NO REDISTRIBUTION.** Customer agrees not to redistribute Manufacturer's products.
- 3. ORDERS.** Customer shall transmit orders for Manufacturer's products to Manufacturer by fax at 443-283-4419, by telephone at 888-674-9551, by web portal at <https://appsmobiledesk.com/>, or by email to Osiris-BiosurgeryCS@smith-nephew.com. Manufacturer shall ship orders to site(s) designated by Customer. Manufacturer shall ship all orders FOB destination approximately two (2) business days after an order is placed, unless special arrangements are made by Customer; provided that, minimum order quantities are reasonable and attainable.
- 4. FEES AND PAYMENT.**
 - a. FEE CHANGE. Manufacturer shall give Customer at least 30 days notice for any fee change.
 - b. PAYMENT RESPONSIBILITY. Customer is responsible for payment of the entire purchase fee and any special shipping costs to Manufacturer per order, irrespective of whether or when Customer may receive payment for Manufacturer's products from Medicare, Medicaid, or any other responsible party. Therefore, the Customer's obligation to pay Manufacturer in full is not contingent upon reimbursement from any third party.
 - c. TERMS OF PAYMENT. Payment shall be due within the payment terms set forth in the Manufacturer's invoice. Manufacturer may levy a late payment charge of 1.5% per month or the maximum amount permitted by law, if lower, to any amount for which full payment is not received by the due date. Manufacturer reserves the right to suspend deliveries to Customer at any time without notice if any overdue amounts remain outstanding beyond the payment terms set forth in the Manufacturer's invoice.
- 5. TITLE AND RISK OF LOSS.** Title to and risk of loss of Manufacturer's product shall pass to Customer FOB destination, unless otherwise specified.
- 6. RETURNS.** It is the policy of Osiris Therapeutics, Inc. that returned goods are not routinely accepted for resale. If Osiris elects to receive returned goods into sellable inventory, the product must be received in the original sealed shipping container which was packaged and sealed by Osiris personnel, and the shipper must be received within the validated shipper expiry. Returns, if accepted by Manufacturer, will only be accepted with a valid authorization number. To obtain a valid authorization number for return, please call 888-674-9551.
- 7. RECALL.** In the event of a general recall or a limited recall, whether directed by the Food and Drug Administration or other regulatory authority, or undertaken voluntarily by Manufacturer, Manufacturer shall replace or refund at its discretion all amounts paid by Customer for Product returned to Manufacturer by the Customer. Manufacturer will pay all return shipping costs.
- 8. CONFIDENTIAL INFORMATION.** Customer and manufacturer agree to hold in strict confidence the terms of this Agreement and all confidential information provided to the other in connection with their business transactions with each other. The obligation set forth in this paragraph shall survive any termination of this Agreement.
- 9. TERM.** Subject to the other provisions hereof, this Agreement shall commence on the date set forth in the order form hereof and shall continue in full force and effect until terminated. Either party may terminate this Agreement for cause by written notice to the other party, and only if the notified party has failed to cure any material default within 30 days after receipt of written notice of such default. Manufacturer may terminate this Agreement immediately without cause or penalty by providing the other party written notice of termination.
- 10. INDEMNIFICATION. CUSTOMER'S INDEMNIFICATION.** Customer shall indemnify and hold Manufacturer harmless against all liabilities (and expenses connected therewith, including attorney's fees) not caused by the negligence or other wrongful conduct of the Manufacturer, arising as a result of (a) Customer's use of Manufacturer's product otherwise than as directed by Manufacturer, (b) any actual or asserted violation(s) of federal, state, or local law or regulation by Customer in connection with Customer's use of product delivered to Customer by Manufacturer, and (c) any actual or asserted claim that Customer's use of any licensed trademark, service mark, or trade name violated applicable law.
- 11. TRADE NAMES AND TRADEMARKS.** To the extent reasonably necessary to enable Customer to inform patients regarding the availability and nature of the product, Manufacturer grants to Customer a non-exclusive, royalty-free license to use the various trade names, trademarks, service marks, and other word and design marks, that Manufacturer associates with the product provided by Manufacturer.
- 12. LAWS.** This Agreement has been entered into in the state of Maryland and this Agreement shall be governed by the laws of Maryland without reference to its choice of law rules. Each party agrees that all disputes arising in connection with this agreement shall be heard in Baltimore, Maryland.
- 13. THIRD PARTY PAYORS.**
 - a. Customer shall be solely responsible for obtaining reimbursements, if any, from third party payors, including without limitation Medicare, Medicaid, or any other responsible party, for amounts Customer pays Manufacturer for products under this Order, and for obtaining all information and documentation necessary to bill and collect from such third party payors in the manner prescribed by such third party payors.
 - b. Customer shall be solely responsible for obtaining any pre-certification or any other authorization required by Medicare, Medicaid, or third-party payors.
 - c. Manufacturer shall have no obligation to compensate Customer for any failure by Customer, for any reason, to collect amounts otherwise payable to Customer on account of services rendered by Customer in connection with Manufacturer's products.
- 14. COMPLIANCE.** Each party shall conduct its business and affairs in an ethical manner and comply with all applicable laws, regulations, and industry codes. Any breach by Customer or its representatives or agents shall entitle Manufacturer to terminate the agreement to which this order pertains immediately upon Manufacturer's written notice to Customer. Customer acknowledges receipt of Manufacturer's Code of Conduct that is available on the website at <http://www.smith-nephew.com/compliance/code-of-conduct-and-business-principles>. All transactions between Customer and Manufacturer in connection with the agreement to which this order pertains are made in good faith on the basis of arms-length negotiation and all prices are consistent with fair market value. The prices reflected on Manufacturer's invoices incorporate applicable discounts to Manufacturer's list prices for the named products. Consistent with Manufacturer's understanding of the requirements that apply to purchases of discounted products under 42 U.S.C. § 1320a-7b(b)(3)(A) or 42 C.F.R. § 1001.952(h), listing of these invoice prices constitute Manufacturer's notice to Customer of the amount and value of all discounts given on these products. Prices may be subject to further rebates earned (if any) pursuant to an agreement between Customer and Manufacturer. Customer may be responsible for reporting prices, discounts, and rebates to third parties under laws and regulations that apply to Customer's business, and for providing information to certain third parties in accordance with those laws and regulations. Any invoice prices less than Manufacturer's list prices are "discounts" within the meaning of any safe harbors or other applicable protections regarding discounted product pricing (including the statute and regulation cited above), whether or not the invoice includes language indicating that a price is "discounted."
- 15. ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject hereof. Any modification to this Agreement must be in writing as signed by both parties.