

SERVICE AGREEMENT TERMS AND CONDITIONS

Services Provided. In exchange for the consideration described above, and subject to the terms and conditions hereof, Haemonetics[®] will provide labor and furnish replacement parts as are necessary to maintain the Equipment in operating condition during the term.

Covered Repairs. Haemonetics will only provide service under this Agreement if the repair is necessitated by the Equipment's failure during normal usage and the failure is not the result of an intervening external cause. LOSS OR DAMAGE FROM "INTERVENING EXTERNAL CAUSE" WHICH IS NOT COVERED BY THIS CONTRACT SHALL INCLUDE, BUT NOT BE LIMITED TO, LIGHTNING, EARTHQUAKE, THEFT, RIOT, MISUSE OR ABUSE. THIS CONTRACT SHALL APPLY ONLY TO THE OPERATION OF THE SPECIFIED PRODUCT OR PRODUCTS UNDER CONDITIONS FOR WHICH THEY ARE DESIGNED AND SHALL NOT COVER SERVICE NECESSITATED BY EXTERNAL CONDITIONS, SUCH AS, BUT NOT LIMITED TO, DEFECTIVE OR INADEQUATE POWER SUPPLY NOR DOES THE CONTRACT COVER SERVICE NECESSITATED BY CHANGES IN THE REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENT BODY OR AGENCY. THE REFINISHING OR REPLACEMENT OF ANY CABINET, CABINET PARTS, PLASTIC OR FIBERGLASS, UNLESS DIRECTLY DAMAGED AS A RESULT OF COMPONENT FAILURE, IS NOT COVERED BY THIS CONTRACT.

Certification of Equipment. If Customer requests, Haemonetics will inspect and attempt to upgrade to current standards any Haemonetics equipment purchased from other sources. Customer will pay for such inspection and upgrade at prevailing labor, travel and parts charges. If Haemonetics is able to restore such equipment to current standards Haemonetics will certify the equipment as being eligible for service under this Agreement at which time Customer may elect to include such equipment under this Agreement at then prevailing rates for service.

Field Service. At Haemonetics' option, service by field service technicians will be provided at the Customer's address shown on this contract or, if necessary, at Haemonetics facilities. Equipment returned to Haemonetics facilities for service or repair will be shipped in accordance with instructions provided by Haemonetics. Customer is responsible for any damage associated with a failure to follow such directions. Haemonetics will be responsible for all freight and handling costs in the event a field service technician is unable to complete the repair or maintenance at the Customer's location.

Depot Service. Equipment serviced under Depot Service Agreement must be returned to Haemonetics facilities for service or repair in accordance with instructions provided by Haemonetics. Customer is responsible for any damage associated with a failure to follow such directions. Haemonetics will be responsible for all freight and handling costs associated with the service or repair.

No Modifications. The services to be provided hereunder are tendered subject to the terms and conditions specifically set forth in this document, and no term or condition inconsistent with or in addition thereto claimed by the Customer shall be applicable to this contract, unless specifically accepted by Haemonetics in writing. Haemonetics will not service Equipment if Customer has failed to pay any amount due under this Agreement.

Price Changes. Haemonetics may increase prices of the service plan based on increases in the United States Department of Labor's Producer Price Index for Gasoline (WPU0571) and the Employment Cost Index-Private Industry-Total Compensation (CMU201000000000D) during the 12 months prior to the implementation of such change. Price increases are implemented by Haemonetics giving Customer written notice of a price increase at least 30 days prior to the price increase becoming effective. Prices of services not covered by the service plan are subject to change without notice.

No Assignment. This Contract is not transferable without the written consent of Haemonetics, except to by assignment to an unaffiliated third party which acquires substantially all the assets of Customer.

Free Access to Equipment. Customer will allow Haemonetics full and free access to the products and waivers of liability or other restrictions shall not be imposed as a site access requirement.

Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts. The terms of this Agreement constitute the entire agreement of the parties and supersede all terms of any purchase order of Customer unless Haemonetics specifically agrees to the contrary in writing.

Warranty. All materials supplied under this Contract are warranted against defects in workmanship and material for a period of 30 days from the date of installation of such material. Haemonetics' sole responsibility under this warranty shall be to repair or replace any material found to be defective. Haemonetics reserves the right to use new or refurbished parts to perform repairs or maintenance covered by this Contract. Labor required to repair or replace such material following expiration of this Agreement, but within the warranty period for said material, shall be supplied at Haemonetics' per call rates and terms then in effect.

Disclaimer of other Warranties. EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, HAEMONETICS DISCLAIMS ALL WARRANTIES WITH REGARD TO THE MATERIALS OR SERVICES SUPPLIED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF HAEMONETICS FOR DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE MATERIALS AND SERVICES PROVIDED HEREUNDER.

Limitation of Damages. Haemonetics is not responsible for any loss, damage or injury resulting from delay in rendering service under this Contract. In no event will Haemonetics' aggregate liability exceed the amount actually received by Haemonetics during the applicable contract period. Any legal action must be brought by Customer within one year after the cause of action accrues.

Limits on Contract. This Agreement and the warranty provided above are void with respect to an item of Equipment if (a) Customer used any disposables or accessory products that are not manufactured by or specifically approved by Haemonetics for use with the Equipment, (b) repairs are made to the Equipment by persons not specifically authorized to do so by Haemonetics, (c) unauthorized modifications to the Equipment are made or (d) Customer fails to comply with operating conditions in the Equipment's operating manuals. Customer shall be responsible for and shall pay Haemonetics at Haemonetics' applicable time and material rates for any service which Haemonetics provides at Customer's request after a voiding event and before such voiding event is discovered by Haemonetics. Customer shall indemnify and hold Haemonetics harmless for all costs, expenses and liabilities arising out of or related to any voiding event.

Ownership of Replaced Parts. All replaced parts shall become the property of Haemonetics and shall be promptly returned to Haemonetics.