



HemoCue America, a Division of Radiometer America, Inc.
 250 S. Kraemer Blvd.
 Brea, CA 92821
 Phone (800) 881-1611
 Fax (800) 333-7043
CustomerService@HemoCue.com

2015 HEMOCUE PRODUCT ORDER FORM

HemoCue Customer Acct#

COMPANY BILL TO NAME	COMPANY SHIP TO
Address	Address
City, St. Zip	City, St. Zip
Contact Phone#	Contact Phone#
Email	Need By Date
Order Date	Purchase Order # (if applicable)
Printed Name/Signature	Email Confirmation To
Special Shipping Instructions (if applicable)	

*NON-PERISHABLE ITEMS ***SHIP GROUND DAILY***

Item#	Qty	Description	Retail	Total
111715		Hb 201 Cuvettes 100 Count (4x25) <i>Individually Packaged</i>	\$171.00	
111716		Hb 201 Cuvettes 200 Count (4x50)	\$296.00	
113003		WBC Cuvettes 160 Count (4x40)	\$429.00	
110302		Plasma/Low Hb Microcuvettes 100 Count (4x25)	\$695.00	
111801		HemoCue Hb 301 Microcuvettes (200/box)	\$289.00	
139123		HemoCue Cleaner (5/box) (139001 may be dispensed as substitute)	\$16.00	
139079		Celltork 2x2 Wipes (250/box)	\$5.00	
139130		HemoCue Cleaner Plus (WBC) (5/box) (Formerly 139121)	\$15.00	
130148		HemoCue Safety Lancet 2.25 mm (200/box)	\$44.00	
SLN200		MediPurpose Safety Lancet 1.8mm (100/box)	\$22.00	
SLN240		MediPurpose Safety Lancet 2.2mm (100/box)	\$22.00	
SLN300		MediPurpose Safety Lancet 2.8mm (100/box)	\$22.00	
130658		Adapter (12 volt power supply) (US Standard)	\$24.00	

*PERISHABLE ITEMS ***SHIP 2ND DAY***

Item#	Qty	Description	Retail	Total
110402		100 Ct. B-Glucose Microcuvettes 100 Count (4x25)	\$147.00	
110608		Urine Albumin Microcuvettes 50 Count (2x25) <i>Individually Packaged</i>	\$199.50	
110706		Glucose 201 Microcuvettes 100 Count (4x25)	\$149.00	
110723		Glucose 201 Microcuvettes 50 Count (2x25) <i>Individually Packaged</i>	\$86.00	
180.013.002		Glucose Control Solution (Aqueous) High, Low – 1 vial each	\$30.00	

***Perishable products ship Monday thru Wednesday ONLY ***

Most orders ship within 48 hours of receipt (perishables, weekends, holidays excluded)

Fax or email Completed Order Form 800-333-7043 CustomerService@HemoCue.com

Above Prices and Dates are subject to change without notice.

All Items are shipped FOB Shipping Point within Continental U.S. Any applicable Shipping Charges will be prepaid and added to Invoice

PRODUCTS ARE NONRETURNABLE AND NONREFUNDABLE

HemoCue 2015 Shipping Charges				
Dollar Value of Order	Ground	2-Day	P1/Standard Overnight	
Up to \$250	\$15.00	\$20.00	\$30.00	
\$251 - \$500	\$20.00	\$25.00	\$35.00	
\$501 - \$1000	\$25.00	\$30.00	\$40.00	
\$1001 - \$2500	\$30.00	\$35.00	\$45.00	
\$2501 - \$5000	\$35.00	\$40.00	\$50.00	
\$5001 - \$6000	\$50.00	\$75.00	\$100.00	
\$6001 - \$7000	\$60.00	\$90.00	\$120.00	
\$7001 - \$8000	\$70.00	\$105.00	\$140.00	
\$8001 - \$9000	\$80.00	\$120.00	\$160.00	
\$9001 - \$10,000	\$90.00	\$135.00	\$180.00	
\$10,001 and up	\$100.00	\$150.00	\$200.00	

Please note HemoCue America, is a division of Radiometer America Inc. (HemoCue) HemoCue's acceptance of this Purchase Order is contingent on your agreement that your purchase will be subject to HemoCue's General Terms and Conditions inclusive hereto and made part hereof. As may be applicable, you agree that HemoCue's General Terms and Conditions shall supersede any conflicting or additional terms and conditions in your Purchase Order (other than description and quantity of the product ordered), and that any such conflicting or additional terms and conditions are expressly rejected by HemoCue. If HemoCue's General Terms and Conditions are not acceptable to you, please contact HemoCue's Customer Service immediately, so that HemoCue can cancel your purchase order.

2015 HEMOCUE PRODUCT ORDER FORM (Cont)

GENERAL TERMS AND CONDITIONS

- 1. Use Of Products.** You shall use the products for your own use and shall not resell or distribute the products.
- 2. Order Fulfillment.** HemoCue shall use commercially reasonable efforts ship products on or before each requested shipment date. No order from you shall be binding upon HemoCue unless confirmed in writing to you specifying the delivery date. Your sole and exclusive remedy for HemoCue's failure to deliver products shall be to cancel this purchase order.
- 3. Payment Terms.** Unless otherwise indicated on the front of the Product Order Form or otherwise expressly agreed in writing, payment terms are net fifteen (15) days from date of invoice. Service charges of 1.5% per month (or the highest amount allowed by law, if lower) may be applied to past due invoices.
- 4. Shipping Terms.** HemoCue will ship products in accordance with its standard shipping schedule to locations identified by Customer. All shipments are F.O.B. shipping point. Customer will pay for shipping and handling charges, which will be added to each invoice. Upon shipment, Customer is responsible for theft or other risk of loss of Products.
- 5. Warranty.** HemoCue warrants to you that any equipment ("Equipment") and other products provided hereunder shall be fit for the purposes and indications described in the operating manual/product insert, when used in accordance with the directions in the operating manual/product insert, and HemoCue's sole obligation and your exclusive remedy for breach of any warranty shall be that, at HemoCue's sole option, HemoCue will repair or replace any Equipment which do not conform to such warranty, or refund the purchase price. The Equipment is warranted for a period of two (2) years. During the Equipment warranty period, HemoCue will provide parts and service to repair any Equipment without additional cost unless such parts or service are required because of your negligence, abuse, alterations or improper use of the Equipment, in which case you shall pay HemoCue its standard prices charged to other customers for parts and service at that time. Use of unapproved parts or products will void the warranty and will not be supported under any service arrangement with HemoCue. Unless a product is used in accordance with its instructions, these warranties are void and of no effect. HEMOCUE DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- 6. Warranty Service.** For warranty service, you must obtain a Return Goods Authorization Number ("RGA number") from HemoCue in advance, before returning any products to HemoCue.
- 7. LIMITATION OF LIABILITIES.** IN NO EVENT SHALL HEMOCUE HAVE ANY LIABILITY TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR OTHER LEGAL THEORY, EVEN IF HEMOCUE SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
- 8. Confidentiality.** Both parties agree to keep the pricing and terms of this Agreement confidential.
- 9. Force Majeure.** Hemocue shall not be liable for any failure to perform under this Agreement due to strikes, lockouts, or other labor disturbances (legal or illegal), fires, floods or water damage, earthquake, riots, governmental acts or orders, interruption of transportation, governmental actions, inability to obtain materials upon reasonable price or terms or any cause beyond its control.
- 10. Choice Of Law And Arbitration.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. HemoCue and you agree that any disputes between them concerning the interpretation or application of this Agreement shall be resolved by binding arbitration under the commercial arbitration rules of the American Arbitration Association. All hearings in the arbitration shall be held in California
- 11. Discounts.** Any discount or other form of price reduction received by you under this Agreement is a discount or price reduction within the meaning of 42 U.S.C. Section 1320a-7b(b)(3)(A) of the Social Security Act. You may have an obligation to report or pass on such discount or price reduction to any state or federal program which provides cost or charge-based reimbursement to you for the items to which the discount or price reduction applies.
- 12. Excluded Provider.** Each party represents and warrants that it has not been convicted of a crime related to health care and is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs ("Excluded Provider"). Each party shall notify the other within five days after it receives notice that the notifying party is an Excluded Provider. *The party receiving the notice shall have the right to terminate this Agreement immediately upon receipt of such notice.*
- 13. Prevalence.** This Order Form and its attached Appendices shall govern any purchases by you under this Order Form, and any conflicting or additional terms and conditions in your purchase orders (other than description and quantity of the product ordered) are hereby rejected.
- 14. Entire Agreement.** The terms and conditions set forth shall constitute the entire agreement between you and HemoCue. Any applicable provisions required by federal, state or local laws are hereby incorporated by this reference. No modification shall be binding on HemoCue unless signed by authorized representative of HemoCue.