STRATAGRAFT®
STANDARD TERMS OF SALE

1. **APPLICABILITY**. The purchase by Buyer and provision by Company of the Product shall be governed by these Terms in the absence of a written Product Purchase Agreement between Buyer and Company. In the event that Buyer and Company are party to a written Product Purchase Agreement for the purchase of the Product, the terms and conditions thereof shall govern and control and shall supersede these Terms.

2. **DEFINITIONS**. "Affiliate" means, as to a particular person or entity, any person or entity controlling, controlled by or under common control with such person or entity. "Buyer" means the healthcare institution that submits a purchase order to Company for the purchase of the Product. "Company" means Stratatech Corporation, a Mallinckrodt company, or its Affiliates. "Product" means, collectively, StrataGraft® (allogeneic cultured keratinocytes and dermal fibroblasts in murine collagen-dsat), StrataGraft Hold Solution (pack of 3), and StrataGraft Hold Dish (pack of 3). "Product Purchase Agreement" means a written agreement between Buyer and Company setting forth the terms and conditions for the purchase and sale of the Product. "Purchase Order" means the purchase order issued by Buyer to Company. "Terms" means these Purchase Order Terms and Conditions, which may be amended, altered or otherwise modified by Company at any time, and from time to time, without notice to Buyer.

3. **ACCEPTANCE**. Buyer's Purchase Order is an offer by Buyer to purchase from Company the quantity of Products indicated on the applicable Purchase Order. The Purchase Order is not binding on Company until it is accepted by Company. A Purchase Order is accepted by Company upon shipment by Company of Product to Buyer. No contract between Buyer and Company will exist except as herein provided and Company's acceptance of a Purchase Order is expressly limited to these Terms. Any terms or conditions or other communication issued by Buyer with a Purchase Order shall be construed to be for record and accounting purposes only, and any terms or conditions set forth in such communication shall not apply to such Purchase Order. Any additional or different terms proposed by Buyer, including, without limitation, any terms attached to or referenced in the Purchase Order, are expressly rejected and will be deemed a material alteration hereof, unless expressly agreed to by Company in writing. Furthermore, Company shall not be bound by any disclaimers or other terms now or hereafter contained in any Buyer Purchase Order. The invoice issued by Company together with these Terms, and any document incorporated herein or therein by reference, constitute the sole and entire agreement of Buyer and Company with respect to the purchase and sale of the Products, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, both written and oral, with respect to the subject matter herein.

4. **DELIVERY**. Upon receipt of the Purchase Order from Buyer, Company shall ship Product to Buyer F.O.B. Destination for delivery prior to the procedure date or expected delivery date specified by Buyer in the Purchase Order. Title to the Product and risk of loss of the Product shall pass to Buyer upon delivery of the Product to Buyer by Company. Upon delivery to Buyer of the Product, Buyer shall review the quantity of Product delivered and shall notify Company's Customer Care by telephone at 1-877-647-2239 of any defect, damage, or shortage in Product in accordance with Company's return goods policy set forth in Exhibit A attached hereto and incorporated herein (the "Return Goods Policy").

5. **PRICING; PAYMENT**. Unless otherwise agreed to by the parties in writing or as otherwise reflected in the invoice, the pricing for the Product shall be the then-current list price. Buyer acknowledges and agrees that Company reserves the right, in its sole discretion, to increase or otherwise modify the list price of the Product at any time and from time to time without notice. Company will use commercially reasonable efforts to notify Buyer in advance of any increase or modification in the list price of the Product; *provided*, *however*, that the effectiveness of any such increase or modification of the list price shall not be conditional upon Buyer's receipt of such notice. Buyer shall be responsible for all taxes, duties, and other fees imposed on the purchase of the Product by any federal, state, or local government authority. If Company is required to prepay any such tax, duty, or other fee, then Buyer shall reimburse Company the amount of such tax, duty, or other fee. Unless otherwise specified in the invoice issued by Company, Buyer shall pay each invoice within thirty (30) days of the date of such invoice.

6. **WARRANTIES**. The sole and exclusive warranty provided by Company under these Terms is that, as of the date of shipment, the Product will not be adulterated or misbranded within the meaning of the United States Food, Drug and Cosmetic Act and the regulations promulgated thereunder, as amended from time to time (the "FDCA"), and will not be articles that may not be introduced into interstate commerce under the FDCA. EXCEPT FOR THE FOREGOING WARRANTY, COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY PRODUCT PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOLE AND EXCLUSIVE REMEDY FOR DELIVERY OF A DEFECTIVE OR NON-CONFORMING PRODUCT WILL BE, AT COMPANY'S SOLE DISCRETION, A CREDIT FOR SUCH DEFECTIVE OR NON-CONFORMING PRODUCT OR A LIKE QUANTITY OF REPLACEMENT OF PRODUCT, UPON THE RETURN OF SUCH DEFECTIVE OR NON-CONFORMING PRODUCT, IN ACCORDANCE WITH THE TERMS OF THE RETURN GOODS POLICY. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES BASED ON ANY PRODUCTS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION AND THE OBLIGATIONS CONTAINED IN IT WILL SURVIVE THE DELIVERY OF PRODUCT TO BUYER.

7. **INDEMNIFICATION**. Buyer agrees to indemnify, defend and hold Company, its Affiliates and its and their directors, officers, employees, representatives and agents harmless from and against any and all claims, losses, damages, obligations, liabilities and costs (including attorneys' fees), including, without limitation, incidental, special and consequential damages arising from Buyer's breach of its obligations hereunder or any third party claims arising from Buyer's handling, storage or use of the Product other than in accordance with the FDA-approved labeling of the Product.

8. **CONFIDENTIALITY**. Each party shall maintain in strict confidence all Confidential Information of the other party provided to or learned by such party in connection with the purchase and sale of Product contemplated hereunder. Neither party shall use or copy any Confidential Information of the other party, or authorize or permit any third party to use any Confidential Information, for any purposes other than to fulfill the requirements of these Terms. The term "Confidential Information" means the invoice, all business strategies, plans, procedures, business information, proprietary information, scientific information, product plans and procedures, business information, proprietary information, scientific information, product plans, sales information and plans, data, and trade secrets of a party, as well as any other information and materials that are deemed confidential or proprietary to or by a party. Notwithstanding the foregoing, "Confidential Information" shall not include any information which (i) is or becomes known to the general public through no act or omission of the receiving party or any other person with an obligation of confidentiality to the disclosing party, or (ii) is required to be disclosed pursuant to applicable law (provided, however, that prior to any disclosure of Confidential Information as required by applicable law, the receiving party shall advise the disclosing party of such required disclosure promptly upon learning thereof and shall cooperate with the disclosing party in order to afford it a reasonable opportunity to contest or limit such disclosure).

9. **FORCE MAJEURE**. In the event Company shall be delayed or hindered in or prevented from the performance of any act required under these Terms by reasons of strike, lockout, labor

trouble, restrictive government or judicial order or decree, riot, insurrection, war, act of terrorism, epidemics, quarantine restrictions, domestic public health emergency, pandemic, curtailment of transportation facilities, freight embargoes, Act of God, inclement weather or other similar reason or cause beyond such party's reasonable control (each, a "Force Majeure Event"), then performance of such act shall be excused for the period of such delay and such failure to perform shall not constitute a breach of these Terms. In the event of a shortage of Product inventory, Company reserves the right to allocate Product among Company's customers, including, without limitation, the U.S. government, in any manner that Company determines to be reasonable in its sole discretion.

10. **STRATAGRAFT LABELING REQUIREMENTS**. In accordance with the FDA-approved labeling for the Product:

10.1. FDA requires Company to collect and store blood samples of each patient prior to treatment with the Product to provide regulatory authorities a baseline blood sample in the future to assess possible public health issues, as needed. Prior to administering the Product to each patient, Institution shall, and shall cause its healthcare professionals to, collect from each patient a blood sample and shall deliver such blood sample to Company's designee for storage indefinitely at Company's expense. Company shall provide written instructions to Institution regarding collection and shipment of blood samples. These written instructions may be updated or modified by Company from time to time and Company shall notify Institution in advance of any such updates. Institution acknowledges and agrees that it shall deliver and provide patient blood samples directly Company's designee. Company shall notify Institution in writing in advance of any change to the Company designee for purpose of this Section 10.1.

10.2. FDA requires Company to collection information about each patient treated with the Product and requires Company to contact patients treated with the Product in the event of a safety issue directly associated with the use of the Product. Prior to or promptly after the administration of the Product to a patient, as directed by Company, Institution shall submit to Company or its designee certain patient information, including, without limitation, patient contact information and the lot and serial numbers of the Product administered to such patient. All patient information submitted to Company or its designee shall be maintained in a database and shall be used solely for the purposes described in this Section. Company shall provide Institution with instructions on how to submit such patient information and shall notify Institution in advance of any changes thereto.

11. **CLINICALLY APPROPRIATE; OWN USE CERTIFICATION**. Nothing in these Terms is intended to be, nor shall be construed as, requiring or encouraging the use of the Product where it is not clinically appropriate or in the best interest of a patient. In selecting a therapy for a patient, Buyer and its clinical personnel will exercise their independent medical judgment in determining whether the Product is appropriate. Buyer has determined that the use of the Product is consistent with the clinical needs and best interests of its patients. Buyer hereby agrees that any Product purchased pursuant to these Terms is solely for Buyer's dispensation, consumption and "own use" within the meaning of Abbott Labs v. Portland Retail Druggists Ass'n, 425 U.S. 1 (1976), and the subsequent case law interpreting it and that no Product purchased hereunder will be traded, sold, bartered, distributed, or otherwise transferred to any third party.

12. **COMPLIANCE WITH LAWS**. Each party hereby agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances and other applicable industry guidelines and standards, including, without limitation: (a) the federal False Claim Act, 31 U.S.C. §§ 3729-33 and applicable state False Claims Acts; (b) HIPAA; (c) the Anti-Kickback Laws (as defined herein); (d) the Social Security Act; (e) all state drug product selection, dispensing, privacy and consumer protection laws; and (f) all rules and regulations of the Food and Drug Administration and the Centers for Medicare and Medicaid Services. Buyer shall maintain records of all documentation required pursuant to all applicable laws.

13. **REPORTING AND DISCLOSURE**. If the purchase price reflected in the invoice reflects a discount or rebate off the Product list price, then Buyer agrees to comply with all applicable federal and state laws and regulations, including, without limitation, the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and its implementing regulations and any similar state law (the "Anti-Kickback Laws"), requiring Buyer to properly disclose and appropriately reflect such discount or rebate in the costs claimed in applicable cost reports, or charges made, when submitting claims for reimbursement to federal and state healthcare programs. In addition, Buyer agrees to provide, upon request by the Secretary of the Department of Health & Human Services or any other state agency, information in response to any request for such information.

14. **AUDIT RIGHTS**. Buyer shall grant authorized representatives of Company, upon reasonable notice and during normal business hours, access to documents and records relating to purchase of the Product for the purpose of confirming Buyer's compliance with these Terms. If it is determined, through an audit or otherwise, that any discount or rebate provided by Company hereunder was obtained by Buyer contrary to these Terms, then Buyer shall return the amount of such erroneous discount or rebate to Company no later than forty-five (45) days after written notice thereof to Buyer.

15. **GENERAL**.

15.1. Every right and remedy reserved by Company will be cumulative and additional to any other or further remedies provided in law or equity or in these Terms.

15.2. The parties' rights and obligations arising out of or in connection with these Terms shall be governed and construed according to the laws (both substantive and procedural) of the State of New Jersey without regard to principles of conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Convention on the Limitation Period for the International Sale of Goods shall not apply and are hereby expressly excluded.

15.3. The parties agree that the state and federal courts in and for the State of New Jersey shall be the courts of exclusive jurisdiction and venue for any action dispute, controversy or claim arising out of or relating to these Terms.

15.4. Buyer may not assign the Purchase Order, the invoice, or any right or obligation thereunder or hereunder without the prior written consent of Company. These Terms shall be binding upon and inure to the benefit of parties and their respective successors and permitted assigns. Any attempted assignment or transfer in violation of this Section will be void *ab initio*.

15.5. Nothing contained in the Purchase Order, the invoice, or in these Terms is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between Buyer and Company. Neither Buyer nor Company shall have any right or authority to assume or create, by action, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the other party.

15.6. All notices or other communications required or permitted to be given under the invoice or these Terms shall be deemed to have been duly given when personally received by the intended recipient or (i) when delivered by nationally recognized overnight courier (with confirmation of receipt), (ii) when delivered by email (with confirmation of receipt), or (iii) three (3) business days after having been mailed by first class registered or certified mail, return receipt requested, postage prepaid, addressed to the applicable party at the address indicated on the invoice or such other address as any party may in the future specify in writing to the other party.

15.7. No change to these Terms is binding upon Company unless it is in writing, specifically states that it amends these Terms and is signed by an authorized representative of Company.

15.8. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or

privilege arising from these Terms will operate or be construed as a waiver thereof. Waiver by either party of any default of the other will not operate to excuse the defaulting party from further compliance with this contract, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

EXHIBIT A
Return Goods Policy

1. This Return Goods Policy ("Policy") relates solely to the following components of the StrataGraft product: (1) StrataGraft® (allogeneic cultured keratinocytes and dermal fibroblasts in murine collagen-dsat), (2) StrataGraft Hold Solution (pack of 3), and (3) StrataGraft Hold Dish (pack of 3). Any product considered a return pursuant to this Policy requires the Buyer (defined below) to properly dispose of all of the product.
2. Returns of StrataGraft will not be accepted by Stratatech Corporation or any of its affiliates (collectively, "Company"), except (1) where required by law or (2) as detailed below.
3. The purchasing institution ("Buyer") must notify Company of any defect, shortage in quantity, damage, loss or seller's failure to comply with any purchase order within twenty-four (24) hours of receipt of the StrataGraft products ordered by Buyer as documented by signature of the Buyer on the Proof of Delivery documentation recorded by the carrier. Any damage or loss reported to Company after twenty-four (24) hours of receipt of the products will be evaluated on an individual basis, and eligibility for credit or replacement will be at the Company's sole discretion. The Buyer must notify the seller immediately by calling Customer Care at 1-877-647-2239 of any shipments canceled en route or rejected at delivery by the Buyer.
4. Buyer's report of receipt of damaged product (within the previously defined twenty-four [24] hour period) will be remedied by a replacement of like quantity of product.
5. If the Buyer cancels the order en route, after the invoice has been processed, a credit memo against the invoice will be processed.
6. Buyer's report of receipt of damaged product upon opening for use in a patient procedure will be remedied through a credit equal to the purchase price paid for such product by the Buyer. Documentation of the specifics around the state of the product is needed from the Buyer at time of report, at minimum a verbal description, ideally photographs if possible.
7. **Any returns outside of this Policy must be expressly authorized in writing by Company in its sole discretion.**
8. **This Policy is subject to change by Company from time to time and at any time and without prior notice to Buyer or to any other parties, and any such change shall be effective immediately.**