



ICU Medical Sales, Inc.

DISTRIBUTOR TERMS AND CONDITIONS AGREEMENT

ICU Medical Sales, Inc.'s terms and conditions for distributor sales and rebate reconciliation's are defined below.

PAYMENT TERMS

ICU Medical Sales, Inc. offers Net 30 payment terms. Due date is determined by date of invoice. ICU Medical Sales, Inc. shall submit an invoice to Distributor upon each shipment of products ordered by Distributor. The invoice shall cover Distributor's purchase price for the products in a given shipment plus any freight, agreed upon expedite fees, and other applicable costs. The full invoice amount shall be paid by the Distributor to an account designated by ICU Medical Sales, Inc. or as otherwise instructed by ICU Medical Sales, Inc. in the invoice, within thirty (30) days of the date of invoice. Any invoiced amount not received within such thirty (30) day period shall be subject to a service charge of two percent (2%) per month or the highest rate permitted under law, whichever is less.

Distributors with outstanding balances beyond sixty (60) days may be subject to credit hold or prepay status, at the discretion of ICU Medical Sales, Inc., with shipments held until all outstanding balance and finance charges are brought current. Distributor shall pay all of ICU Medical Sales, Inc.'s costs and expenses (including reasonable attorney's fees) to enforce and preserve ICU Medical Sales, Inc.'s rights under this section.

FREIGHT FEES

Freight on orders is prepaid and billed FOB Shipping Point, or Collect, and is shipped via carrier of ICU Medical Sales, Inc.'s choice unless otherwise instructed.

SALES TRACING REPORTS

Sales tracing reports template (Appendix II), the required format used to report Distributor sales and process rebates, must be received by ICU Medical Sales, Inc. by the 10th of each succeeding month and must contain both rebated and non-rebates sales information as listed in Appendix I. ICU Medical Sales, Inc. is setup to received EDI 867 files in lieu of the template. The sales tracings reports template may be emailed to Kathryn Schiazzano at KSchiazzano@icumed.com. Orders may be subject to stop shipment until tracings are received. ICU Medical Sales, Inc. does not compensate the Distributor for sales tracing reports.

REBATE PAYMENTS

All ICU Medical Sales, Inc.'s products are purchased at the Distributor price. Upon ICU Medical Sales, Inc. corporate office approval of a price quotation, bid or contract with a hospital or alternate site facility for a price less (Rebate Price) than Distributor price (Acquisition Price), ICU Medical Sales, Inc. will rebate the difference between the Rebate Price and the Distributor Price. Rebates will be calculated by ICU Medical Sales, Inc. against sales tracing reports template supplied by Distributor. ICU Medical Sales, Inc. will issue a credit memo for allowable rebates. Unauthorized rebates will be denied, and the Distributor will be notified. ICU Medical Sales, Inc. does not allow reserves or deductions to be taken by Distributor against pending rebates.

RETURNED GOODS POLICY

Buyer has no right to return any goods purchased unless they do not conform with the Buyer's order. If ICU Medical Sales, Inc., in its sole discretion, accepts the return of any goods, it will credit the Buyer at the lesser of the original or current price for the goods, less a restocking fee of 25% of such credit.

PRODUCT WARRANTIES, INDEMNIFICATION AND INSURANCE

ICU Medical Sales, Inc. specifically warrants to Distributor that the Products are free from defects in design, workmanship and materials and are in compliance with the specifications and claims made by ICU Medical Sales, Inc. for them. ICU Medical Sales, Inc. further agrees to execute and comply with the terms and conditions of which are made part hereof to the extent consistent with the terms set out in the body of this agreement.

ACKNOWLEDGEMENT

My signature acknowledges that I have read and agree to comply with the terms noted above, and that I am authorized to enter into this agreement on behalf of my company.

ICU Medical Sales, Inc.

Distributor Name

By: _____
ICU Medical Sales, Inc.

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

APPENDIX I
SALES TRACING REPORT REQUIREMENTS

A) Required for ALL ICU Medical Sales, Inc. Products.

B) Required Information:

The template requires the following information:

- Distributor Name
- Distributor Customer Number
- End Customer Name
- Ship To Address
- Ship To City
- Ship To State
- Ship To Zip Code
- ICU Part Number
- Quantity
- Unit of Measure
- Distributor Invoice Number
- Distributor Invoice Date
- ICU GPO Contract Number (if there is a GPO rebate expected)
- Distributor Total Rebate Amount Requested

FREIGHT TERMS: _____ Prepay & Add _____ Collect

If Collect, UPS Account # _____

SHIP METHOD: _____ UPS

_____ Stevens Global

_____ Other Preferred Carrier

If other:

Name: _____

Account #: _____

