



CareFusion Procedural Solutions Written Quotation Terms and Conditions

Supporting AirLife, Infection Prevention, Interventional Specialties, Snowden Pencer and V. Mueller businesses

1. All orders shall be subject to the terms of the applicable agreement between Customer and CareFusion 2200, Inc. ("CareFusion") and/or between Customer and a third party distributor. In the absence of such agreement between Customer and CareFusion, these terms and conditions shall apply. All orders are subject to credit approval by CareFusion.
2. Price, payment terms and product delivery are subject to change based upon manufacturer price modifications, market conditions, product availability and/or confirmation of Customer GPO contract eligibility.
3. CareFusion warrants that any product it manufactures is, as of the date of shipment, fit for the purposes and indications described in the labeling. Unless the product is used in accordance with its instructions, these warranties are void and of no effect. Other products distributed by CareFusion carry only those warranties made for them by their manufacturer. There are no other expressed or implied warranties, including any warranty of merchantability or fitness for a particular purpose. CareFusion's sole obligation and customer's exclusive remedy for breach of any warranty shall be, at CareFusion's option, to repair or replace the product. CareFusion shall not be liable for proximate, punitive, incidental or consequential damages. More specific warranties may accompany individual products.
4. Customer represents and warrants that it has all required local, state and federal licenses, permits and approvals required to purchase, use and/or store the products it elects to purchase from CareFusion. If Customer receives from CareFusion any discounts or other reductions in price under Section 1128 b(b)(3)(a) of the Social Security Act (42 U.S.C.1320- 7b(b)(3)(a)), Customer shall disclose the discounts or reductions in price under any state or federal program which provides cost or charge-based reimbursement to such customer for the products or services it purchases from CareFusion.