

Product Donation Agreement



Completion of this document by the donation requestor of the Arthrex-donated products or goods is required. Arthrex employees are prohibited from completing this form for the donation requestor. This document clarifies the responsibilities for both the export and use of the products requested from Arthrex. An authorized person within the organization requesting the donation must complete this form in English.

In accordance with our established business relationship, you have requested donated products for use by you or affiliated companies or organizations. If Arthrex agrees to your request, Arthrex will make these products available to you or your agent(s) within the United States.

From Arthrex's perspective, this transaction is considered domestic in nature. If you elect to export these products or goods out of the United States, you become the exporter and the Principal Party in Interest as defined by United States Export Administration and Foreign Trade Regulations. As such, we expect that you will comply with all laws relating to the export of the items involved in this donation. You further agree to determine export license requirements and obtain any export license(s) or other official authorization if required.

Additionally, Arthrex is not to be listed as the exporter or Principal Party in Interest on any documentation relating to this donation or subsequent export. You are acting on your own behalf and not as an Arthrex agent for export or for any other purposes. Both parties agree that this donation is made explicitly for charitable purposes. Use of the donated products must be consistent with the Program Details in the Application for Charitable Product Donation. It is expressly understood and agreed upon by the parties that the agreement to donate is not contingent in any way upon an agreement by the requestor to prescribe, purchase, refer or recommend, or arrange for the prescription, purchase, referral or recommendation of, any product, goods or equipment manufactured and/or sold, or services provided, by Arthrex.

Requestor agrees that no patient or any other third party or entity will be charged for the surgery or service associated with this donation. Requestor accepts responsibility for obtaining any required governmental approvals from the intended destination stated on the Program Details in the Application for Charitable Product Donation. Requestor agrees to provide documentation of the Program and products used if requested by Arthrex.

Our ability to provide donated shipments of Arthrex products and goods is contingent upon the receipt of this document.

Certification

By placing your name in the signature spaces provided below you are acknowledging acceptance and agreement with the listed conditions. Further, you are certifying that all of the information you have supplied is accurate and complete.

Print Name:

Title:

Company Name:

Authorized Representative Signature:

Date: