



COOK MEDICAL LLC  
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### **Shipping Terms.**

Unless otherwise agreed in writing, all Products shipped by Seller are delivered: (i) FCA (Incoterms 2010) Seller's facility for shipments delivered to destinations outside the United States and Canada with title passing to Buyer upon receipt by Buyer at Buyer's location; and (ii) DDP (Incoterms 2010) Buyer's specified destination for shipments delivered to destinations within the United States and Canada with title passing to Buyer upon receipt by Buyer at Buyer's location. Identification of the Products provided pursuant to this Agreement shall occur when the Product is placed in the hands of the carrier. Seller reserves the right to select reasonable method of shipping, routing, and carrier for all Orders. Default shipping for all Orders of stock Products is included in the Price of the Products ordered, with standard service delivery of two (2) business days. Non-stock or other Products not in inventory will be shipped upon manufacture or when Product becomes available and with the shipping cost for these Orders included in the Price of the Products ordered. The cost of all special shipping requests for service delivery in less than two (2) business days (e.g. next-day shipping of stock Products) is not included in the Price of Products ordered and shall incur a surcharge applied to Buyer's invoice.

For each Order Seller accepts, Seller shall acknowledge and confirm each Order's delivery dates. Buyer agrees that Seller shall not be responsible for any delays arising, directly or indirectly, from acts of God or the public enemy, governmental restrictions, decrees or orders, floods, fire, collapse, delay or defaults of common carriers, failure or curtailment of Seller's usual source of supply, earthquakes, explosion, epidemic, war, invasions, terrorist acts, civil unrest, riots, strike, labor difficulties, embargoes, or, without limiting the foregoing, any other delay beyond Seller's reasonable control; provided, however, that Seller shall use reasonable efforts to notify Buyer of anticipated delays and to fill such orders as soon as reasonably possible. If any order for stock Products is not shipped within thirty (30) calendar days from the date Seller received such order, or Seller notifies Buyer that any order will not be shipped within thirty (30) calendar days from the date Seller received such order, then upon

written notice to Seller prior to shipment of any delayed order, Buyer may cancel such order in whole or in part.