AMERICAN RED CROSS BLOOD SERVICES AGREEMENT
Between
Office Of Genesee County Sheriff, (hereafter "Customer")
and
The American National Red Cross, Biomedical Services (hereafter "ARC")
Effective Date: January 1, 2026

In consideration of the mutual covenants and undertakings contained in this agreement and its attachments ("**Agreement**"), and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, ARC and the Customer (the "**Parties**"), intending to be legally bound, agree as follows:

1.0 Blood Products and Services

1.1 ARC will use reasonable efforts to supply Customer, and Customer will purchase, the blood products ("**Blood**") and related services ("**Services**") as set forth in Attachment A. If ARC modifies or discontinues a Blood product or Service, ARC will provide Customer with ninety (90) days prior written notice, which will automatically modify Attachment A accordingly.

1.2 Customer will promptly inspect the Blood upon receipt and report any actual or suspected damage, irregularity, testing or labeling error. Customer will also promptly report Blood lost due to shipping error. Acceptable reasons for Blood returns are set forth in Attachment B, which the ARC may modify not more than once per year by providing Customer with ninety (90) days prior written notice, except when such modification is undertaken to address regulatory guidance.

1.3 Customer will own, control and be responsible for the Blood upon receipt. However, ARC may request retrieval of any Blood based upon (a) a need for the Blood due to emergency situations, or (b) a determination that the Blood may not be suitable for transfusion. Such request shall not be unreasonably denied by Customer.

1.4 Specialty Produced Blood is defined as components that are not routinely manufactured and held in inventory by the ARC for distribution to all customers. These are non-core products that are requested by a Customer and collected specifically for a Customer. Examples include but are not limited to whole blood, liquid plasma, cold stored platelets, Intercept® Fibrinogen Complex and are subject to change based on market demand. Specialty Produced Blood units or components ordered by Customers are not (i) cancellable once ordered; (ii) creditable; (iii) transferable or (iv) returnable unless received Damaged as defined in Attachment B.

1.5 Blood is to be used for transfusion and in accordance with labeling on the product and associated labels.

1.6 Customer will keep complete and accurate records, as required by the Regulations (as defined in Article 2.0), of patients supplied with Blood (product names, lot identifications and quantities), any therapeutic adverse effects and complaints and other Blood-related information.

1.7 In addition to Services set forth in Attachment A, ARC offers blood and diagnostic testing laboratory services through its extensive laboratory department including its National Reference Laboratory for Blood Group Serology, HLA, Immunohematology Reference Laboratories, National Molecular Laboratory, and National Neutrophil Immunology Laboratory, (together "Reference Laboratory Testing"). Customer may contact the ARC Regional Account Manager for the available Reference Laboratory Testing Services which are provided subject to the terms of this Agreement and the then current Reference Laboratory Testing fees. Due to limited staffing, ARC can only provide emergency reference laboratory services outside of normal business hours if such emergency requests meet ARC's criteria as previously communicated to the Customer. Customer understands and agrees that depending upon the complexity of the patient's blood sample, the time involved for testing resolution may range from several hours to several days.

2.0 Regulations

2.1 The Parties will comply with applicable laws and industry standards, including without limitation, requirements, regulations, standards, recommendations, specifications, guidelines and directives of the Food and Drug Administration ("**FDA**") and ARC; standards of the Joint Commission and AABB; U.S. economic sanctions; anti-terrorism and anti-money laundering laws; the USA PATRIOT Act; laws administered by the U.S. Treasury Department's Office of Foreign Assets Control; and Executive Order 13224 ("**Regulations**").

2.2 The ARC employs FDA-recommended methods to reduce the risk of bacterial contamination of platelets. An FDA-approved pathogen reduction technology is used to treat apheresis platelets. Additionally, testing of platelets not treated with pathogen reduction technology is conducted utilizing an FDA approved bacterial culturing method. The ARC reserves the right to conduct tests using an alternative FDA-approved detection system in the future.

3.0 Notifications

3.1 ARC will promptly notify Customer when information indicates that Blood may deleteriously affect a transfusion recipient; provided, however, that ARC will not reveal the identity of any Blood donor.

3.1.1 With respect to ARC-manufactured Blood, ARC will provide the following notifications to the Customer: (a) within three calendar days if Blood collected from a donor who tested negative at the time of donation but tests reactive for evidence of HIV or HCV infection on a later donation or who is determined to be at increased risk for transmitting HIV or HCV infection; (b) within forty-five (45) days of the test, of the results of the supplemental (additional, more specific) test for HIV or HCV, as relevant, or other follow-

up testing required by the FDA; and (c) as set forth in 21 C.F.R 610.47(a)(3). Under no circumstances will ARC ever reveal the identity of the Blood donor.

3.2 Upon discovery, Customer will report possible transfusion-transmitted infections or other serious complications associated with transfusion which may have resulted from Blood ("**Adverse Event**"). Customer will cooperate with ARC's investigation of any Adverse Event and supply information concerning the recipient of the Blood to ARC, upon forms provided by ARC.

4.0 Term and Termination

4.1 This Agreement will begin on the Effective Date and expire on **December 31, 2028** ("**Term**") unless terminated as described herein. The Agreement will automatically renew for successive twelve (12) month periods unless a Party provides written notice of termination at least sixty (60) days before the expiration of (a) the Initial Term or (b) any successive Term. ARC may amend the Fees (as defined in Section 5.1) and Attachment B during the initial and successive Terms as provided in this Agreement.

4.2 A Party may unilaterally terminate this Agreement: (a) if the other Party fails to fulfill any one or more of its obligations under this Agreement ("**Breach**") and the Breach continues for a period of thirty (30) days after the non-breaching Party sends written notice of the Breach, or (b) if any of the Regulations are amended in a way that precludes a Party from performing its obligations under this Agreement, effective upon the effective date of the amended Regulation.

4.3 In the event that Customer breaches this Agreement by effecting a termination other than as prescribed in this Article 4, Customer will be responsible to pay to ARC an amount equal to six (6) months Fees for the Customer's volume commitments for blood products as specified in Attachment A after services by ARC have been discontinued or an amount equal to Customer's volume commitments for the remainder of the Term if there are less than six (6) months remaining in the Term. This payment requirement is intended as liquidated damages and is not intended as a punishment or a penalty to Customer and shall be due in accordance with the provisions of Section 5.5. In no event shall this provision be deemed a waiver by the ARC of its right to pursue its claims using all available legal remedies.

4.4 Unless otherwise provided in this Agreement, the following provisions will survive termination or expiration of this Agreement: Sections 1.2, 1.3, 1.6, 3.2, 4.3, 4.4 and 7.1 through 7.5, 7.11 and Articles 5.0 and 6.0.

5.0 Fees and Payment

5.1 Customer will pay ARC the amount for the Blood and Services as set forth in Attachment A (each amount, a "**Fee**"), minus any discounts (as applicable), subject to adjustment described in this Article and Attachment A including Shortfall Amounts.

5.2 This Agreement is subject to compliance by the Parties with: (a) all recommendations from, or requirements mandated by, any state or federal agency, and (b) requirements of applicable accreditation agencies. Customer is responsible for the incremental costs of such recommendations and requirements, so long as ARC provides Customer with sixty (60) days' prior, written notice of such incremental costs.

5.3 In addition to Section 5.2 and the "Purchase Commitment" sections of Attachment A, after the first twelve (12) months of the Term ARC may amend the Fees once during each of the subsequent sequential twelve (12) month periods of the initial Term. The Fee increases described this Section 5.3, which are set forth in Attachment A, are effective on the first day of those subsequent sequential twelve (12) month periods of the Term.

5.4 In addition to its rights in Article 5.0 and Attachment A, ARC may amend any of the Fees during successive Terms by providing the Customer with an initial notice of estimated Fee increases at least ninety (90) days prior to the end of the Term and successive Terms, with final Fee increases provided in writing before the end of the Term and successive Terms. Notice as described in this Section 5.4 will be provided by ARC via electronic mail to an email address provided to ARC by Customer. The Fee increases described in this Section 5.4 are effective on the first day of each successive Term.

5.5 ARC will issue periodic invoices for Blood, Services and Reference Laboratory Testing Services provided to Customer. Except to the extent that Attachment A may provide otherwise, Customer will pay ARC in immediately available funds within thirty (30) days after the date of the invoice. Acceptable methods of payment are via cash, check, or electronic funds transfer. Payments using credit cards, buyer initiated payment programs (BIP) or other commercial card transactions are not accepted. Customer will pay a late fee on all amounts outstanding in excess of thirty (30) days following the date of invoice at an annual average rate of eighteen percent (18%), computed at one and one half percent (1.5%) per month, or, the maximum percentage established by the governing law referenced in Section 7.3, whichever is lower. If any portion of an invoice is in dispute, the Customer must pay ARC the remaining undisputed portion of the invoice in accordance with this Section 5.5. Customer must notify ARC in writing of any dispute with an invoice (along with substantiating documentation/a reasonably detailed description of the dispute) within thirty (30) days after the date of invoice. ARC and Customer will cooperate to resolve the dispute within the next thirty (30) days. While resolving the dispute, interest will not accrue on the disputed amount. Further, the lookback period for billing discrepancies including credit requests shall be no more than ninety (90) days preceding the date of the most recent invoice. Verified billing discrepancies will result in credits for overpayment or additional Customer payments for underpayment during the lookback period. Customer's eligibility for discounts is in ARC's sole discretion. Customer will provide information on all discounts or rebates, as applicable, to government health care programs and other entities in accordance with the Regulations. In the event that Customer fails to pay for Blood, Services and/or Reference Laboratory Testing Services, Customer will be responsible for all collection costs, including but not limited to reasonable attorney's fees and court costs.

6.0 Exclusion of Liability

6.1 CUSTOMER ACKNOWLEDGES THAT RESULTS OF TESTS PERFORMED BY ARC ARE NOT GUARANTEED. SOME ERRONEOUS RESULTS MAY OCCUR DUE TO THE NATURE OF THE TESTS. ARC DOES NOT GUARANTEE OR WARRANT THE BLOOD OR SERVICES. ARC IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING OUT OF THE BLOOD OR SERVICES, UNLESS AND ONLY TO THE EXTENT CAUSED BY ARC'S NEGLIGENCE OR MISCONDUCT.

6.2 REFERENCE LABORATORY TESTING SERVICES: ARC IS NOT RESPONSIBLE FOR ANY INCORRECT TEST RESULTS, LOSS OR DAMAGE ARISING FROM THE CUSTOMER COLLECTING OR OTHERWISE SUPPLYING A BLOOD SAMPLE IN A TUBE OR OTHER CONTAINER IF THE TUBE OR CONTAINER IS NOT APPROVED BY THE FDA FOR BLOOD BANKING, OR, IF THE CUSTOMER DOES NOT FOLLOW THE PACKAGE INSERTS FOR THE TUBE OR CONTAINER. CUSTOMER WILL INDEMNIFY AND HOLD ARC HARMLESS FOR ANY LOSS ARISING FROM CUSTOMER'S USE OF INAPPROPRIATE TUBES IN COLLECTION AND/OR SUPPLY TO ARC OF BLOOD SAMPLES.

6.3 Notwithstanding anything herein to the contrary, neither Party is liable to the other for any breach, loss or damage of any kind arising out of delay or failure to perform any obligation in this Agreement if such delay or failure occurs for reasons beyond that Party's control, including without limitation, delay or failure caused by: unavailability, failure or shortage of power or supplies; fire, flood, storm, or other abnormally inclement weather; act of God; act of war, terrorism, strike, work stoppage, other labor unrest or riot; epidemic, act or omission of the government (including FDA withdrawal and recall recommendations); inadequate voluntary donations of Blood or unavailability of the Blood; an act or omission in the process of manufacture, production or supply under the control of third parties; or any other emergency.

7.0 General Provisions

7.1 Confidentiality: Neither Party will disclose to any third party any provision in this Agreement unless: (a) required by law, in which case, the disclosing Party will provide prompt advance notice of disclosure so the other Party may seek a protective order or other remedy; (b) required by an accreditation or regulatory agency during an inspection, in which case, the disclosing Party will protect the disclosures through the use of a comprehensive nondisclosure agreement, or (c) such disclosure is to the disclosing Party's legal advisor(s), in which case, the disclosing Party will protect the disclosures through the use of a comprehensive nondisclosure agreement.

7.1.1 Pursuant to this Agreement, either Party (the "Disclosing Party") may provide Confidential Information to the other Party (the "Recipient"). For purposes of this Agreement, "Confidential Information" includes. all documents, materials and information regarding or relating to the Disclosing Party's business, assets, personnel (including but not limited to volunteers), financial condition, results of operations, inventions, discoveries, methods, operations, ideas, concepts, plans, designs, products, processes, know-how, trade secrets, intended uses, technology, and/or prospects. Without limiting the scope of the foregoing, "Confidential Information" shall also include all documents, materials and other information that constitute, relate to, and/or identify (i) protected health information about an individual; (ii) any vendor or other third party that provides any goods or services to, or receives any goods or services from, either Party. Any such documents, materials or other information disclosed to Recipient shall constitute Confidential Information regardless of whether it is marked or designated as "confidential" by the Disclosing Party. The term "Confidential Information" shall also include any changes, modifications, derivations, or improvements (collectively, "Changes") made by Recipient to any of the Confidential Information (whether at the request of the Disclosing Party or otherwise). The Disclosing Party shall retain all rights of ownership in the Confidential Information and in any and all Changes that Recipient may affect.

7.1.2 Notwithstanding the foregoing, "Confidential Information" shall not include information that (i) was already part of the public domain at the time of the disclosure by the Disclosing Party; (ii) became part of the public domain after the disclosure by the Disclosing Party; or (iii) was lawfully in Recipient's possession prior to the disclosure by Disclosing Party and was not acquired from Disclosing Party or from a third party who was under a contractual, legal, fiduciary or other obligation restricting or prohibiting transmittal of such information to Recipient.

7.1.3 Recipient shall safeguard and maintain all Confidential Information as strictly confidential and shall use it solely for the purpose of fulfilling its obligations under this Agreement. Recipient will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct its employees to keep the information confidential. Without the Disclosing Party's prior written consent, Recipient shall not disclose any Confidential Information to any third party.

7.1.4 In the event that Recipient is required by law or is requested, in the course of any judicial, administrative, or governmental proceeding, to disclose any Confidential Information, Recipient shall promptly notify the Disclosing Party and reasonably cooperate with the Disclosing Party's efforts (at Disclosing Party's expense) to seek an appropriate protective order, confidential treatment, or other remedy.

7.2 Name and Marks: No Party will use the name, logo or marks of the other without prior written authorization, provided, however, that the Parties may disclose the relationship created by this Agreement.

7.3 Governing Law: This Agreement is governed by the laws of the State of ARC's place of business as set forth in the signature block without giving effect to such State's choice or conflict of law rules or principles.

7.4 Notices: Except as otherwise set forth herein, the Parties will provide the notices required by this Agreement by certified or registered first-class mail, return receipt requested, or, by a recognized overnight courier service that provides proof of delivery, to the names and addresses set forth below or via electronic mail to an email address set forth below with proof of transmission and receipt:

To American Red Cross:
American Red Cross National Headquarters
Biomedical Services
c/o Vice President, Sales
431 18th Street, NW
Washington, DC 20006
Email: Hospitalcontracting@redcross.org

To Customer:
Office of Genesee County Sheriff

c/o Captain Richard Cronkright
1002 South Saginaw
Flint, MI 48502
Email: Rcronkright@geneseecountymi.gov

A Party may change its notice address and/or addressee by providing the other Party with prior written notice of the change of address.

7.5 Interpretation: All references to 'days' in this Agreement are to calendar and not business days. If there is a conflict between this Agreement and any unreferenced attachment, order, request for proposal, proposal, invoice or verbal agreement, the terms of this Agreement govern. The descriptive headings contained in this Agreement are included for convenience of reference only and do not affect the meaning or interpretation of this Agreement. This Agreement, which includes its preamble and attachments, is the entire understanding of the Parties for the supply of Blood and services, and replaces all prior agreements and undertakings between the Parties for the supply of Blood and Services. No single remedy in this Agreement is exclusive of any other remedy in the Agreement. In addition, the rights and remedies in this Agreement are not exclusive and are in addition to any other rights and remedies provided by the Regulations.

7.6 Modification and Assignment: Unless otherwise provided in this Agreement, this Agreement will not be modified or amended unless the Parties agree in writing and signed by an authorized representative of each Party. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by reason of merger, reorganization, sale of all or substantially all of the assets, change of control or operation of law by either of the Parties hereto without the prior written consent of the other Party. Nothing herein requires ARC to receive consent to supply Customer with Blood from third party providers who meet ARC vendor qualification requirements.

7.7 Waiver: No waiver of any default of, or failure to enforce, any provision in this Agreement will: (a) be deemed a waiver of any other default or right to enforce any other provision, or (b) affect the right of a Party to require prompt performance of the defaulted or unenforced provision at any future time, or (c) be deemed a waiver of the same provision on any other occasion.

7.8 Severability: If any provision in this Agreement is unenforceable and removed, the remaining provisions will remain in full force and effect. If applicable, the Parties will negotiate an enforceable provision that is similar to the removed provision.

7.9 Cost Accounting: To the extent required by law, for four (4) years after the provision of Blood and Services, ARC will make available to the Secretary of Health and Human Services, the Comptroller General, or their designees ("**Requesting Authority**"), upon written request by the Requesting Authority, a copy of this Agreement and documentation related to this Agreement to certify the nature and extent of costs associated with rendering the Blood and Services. If ARC provides any of the Blood or Services through a subcontract with a related organization (as defined in 42 CFR 420.301) valued at $10,000 or more over a twelve (12) month period ("**Subcontract**"), then the Subcontract will contain a clause duplicate to that set forth in this Section, applicable to ARC and the related organization.

7.10 Relationship of the Parties: This Agreement does not create any association, agency, partnership, employment relationship or joint venture between the Parties.

7.11 Disputes: The Parties will endeavor to settle any dispute arising out of or relating to this Agreement. The Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If negotiation is unsuccessful, the Parties may resolve the dispute by mediation. If mediation is unsuccessful or not utilized, then the Parties will resolve the dispute, other than breaches of Sections 7.1 and 7.2 and Customer's breach of obligation to pay invoices, by panel arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules through arbitration by a panel of three arbitrators. The place of arbitration is the city of ARC's place of business as set forth in the signature block. The decision of the arbitrators will be final and binding and judgment upon the arbitrators' award may be entered by any court of competent jurisdiction.

7.12 Debarment: ARC represents to Customer that as of the Effective Date: (i) it has not been excluded, debarred or otherwise deemed ineligible to participate in Medicare, Medicaid or any other federal or state healthcare programs or in any federal or state procurement or non-procurement programs; and (ii) it has not been convicted of a criminal offense related to the provision of federal health care items or services, that could lead to debarment or exclusion.

Furthermore, ARC agrees to immediately notify Customer in the event the foregoing representation is no longer completely accurate. ARC acknowledges and agrees that any breach or nonfulfillment of this provision will entitle the Customer to immediately terminate this Agreement.

7.13 Insurance: Evidence of insurance can be found on https://www.redcross.org/faq.html#Insurance.

8.0 Blood Drive Co-Marketing Initiative

Upon request by the ARC, the Customer will provide the following co-marketing initiatives:
1. Host 1-3 ARC blood drives for each contract term year;
2. Conduct general blood promotion campaigns referencing ARC and the relationship established by this Agreement; and/or
3. Provide ARC with a positive endorsement letter, signed by the Customer's chief executive, which promotes ARC. ARC will provide this letter to blood donor groups and sponsors.

This offer for Blood and Services by the American Red Cross expires on December 31, 2025, if this Agreement is not fully executed. Authorized representatives of the Parties have executed and delivered this Agreement as set forth below.

Office of Genesee County Sheriff		**The American National Red Cross Biomedical Services**	
SIGNATURE:		**SIGNATURE:**	
NAME:		**NAME:**	Julia Huelsmann
TITLE:		**TITLE:**	Senior Director of Sales
ADDRESS:	1002 South Saginaw	**ADDRESS:**	1800 East Grand River Avenue
	Flint, MI 48502		Lansing, MI 48912
PHONE:	810-424-4456	**PHONE:**	314-420-7610
DATE:		**DATE:**	

ATTACHMENT A
QUANTITIES, FEES AND DELIVERY TERMS

PRODUCT/SERVICE	ANNUAL QUANTITY TO BE PURCHASED BY CUSTOMER	FEE PER UNIT/SERVICE		
		Year 1 1/1/2026 – 12/31/2026	Year 2 1/1/2027 – 12/31/2027	Year 3 1/1/2028 – 12/31/2028
SPECIALTY BLOOD PRODUCTS				
Type O Positive Leukocyte-reduced Low-titered Whole Blood	120	$610	$640	$660
Type O Positive Leukocyte-reduced Red Blood Cells	0	$320	$331.20	$342.79
Type A Liquid Plasma	0	$90	$93.15	$96.41
Cold Storage Platelets	0	$850	$875	$900
UNIVERSAL TYPE PROCUREMENT SURCHARGES	**FEES ARE IN ADDITION TO BLOOD FEE**			
Type O Negative Whole Blood / Red Cell	AS NEEDED	$95	$95	$95
Type AB Liquid Plasma	AS NEEDED	$30	$30	$30
STAT FEES				
STAT Service Expedited Processing	AS NEEDED	$110	$110	$110
DELIVERY FEES				
Routine Delivery	1 ROUTINE ROUTE PER WEEK	$0	$0	$0
Unscheduled Delivery	AS NEEDED	$58	$58	$58

ATTACHMENT A (continued)

1. ANNUAL PURCHASE COMMITMENT: The Fees are based on volume commitments provided by Customer, and as such, the Fees are dependent on Customer's purchase of the Annual Quantities set forth herein. At the end of each twelve (12) month period of the Term and successive Terms, ARC may evaluate the quantities of the Blood purchased by Customer during that period. If Customer's purchase of Blood dropped more than ten percent (10%) below the Annual Quantities, the Parties may meet to determine the Customer's future Blood commitments. The ARC may adjust the Annual Quantities and increase the Fees (effective on the first day of the next twelve (12) month period or successive Term, as applicable). In the event that a Customer's purchase of Blood decreases more than ten percent (10%) below the Annual Quantities, and such decrease is due to (a) a Force Majeure Event as defined in Section 6.3; or (b) effective utilization of Blood by the Customer(s) in the form of a Blood Conservation Program; or (c) decreased census. ARC will not increase the Fees or apply those amounts to the Shortfall Amount and such failure to meet the Annual Quantities shall not constitute a breach of the Agreement. Customer must provide ARC written notice of the conditions and supporting documentation sufficient to demonstrate the circumstances of (a), (b) and/or (c) above which ARC shall review and consider.

In the event Customer fails to purchase the Minimum Quantity at the end of each twelve-month period of the Agreement, at ARC's discretion Customer shall be required to pay to ARC the difference between the amount paid to ARC for Blood Products during that twelve month period and the amount that Customer would have paid for the Blood Products had Customer purchased the Minimum Quantity in such twelve month period ("Shortfall Amount"). Customer shall pay ARC the Shortfall Amount no later than thirty (30) days immediately following the relevant anniversary of the Effective Date. In the event ARC cannot fill any Customer order(s) due to inventory issues and such inability to fill orders prevents Customer from purchasing the Minimum Quantity for a particular Quarter, then the Minimum Quantity shall be reduced accordingly. In the event a Customer requests a product from the list of Products above and ARC cannot provide Customer with the requested product, Customer shall document the request through the appropriate channels.

2. DELIVERY TERMS AND CONDITIONS:

(a) **Routine Delivery.** Customer is allowed **ONE** Routine Delivery **PER WEEK** according to a schedule arranged by Customer and ARC staff. Schedules are evaluated periodically and are subject to change. Customer requests to change a Routine Delivery schedule should be made to ARC staff.

(b) **Unscheduled Delivery**. Additional deliveries are available as needed and should be arranged through ARC staff. These deliveries are considered Unscheduled Deliveries and will be charged as indicated in Attachment A. If the urgency of the order is such that it requires expedited processing a STAT Service Expedited Processing Fee will also apply.

3. ADVANCE PAYMENT STATUS:

If the Customer's account is more than thirty (30) days past due, then ARC may place the Customer in an "Advance Payment" status after written notice to the Customer ("**Advance Payment Status**") and maintains its right to pursue its claim against Customer using all available legal remedies. The Advance Payment notification letter will include, without limitation, the effective date of the Advance Payment Status. The terms of the Advance Payment Status, as established in the notification letter, will automatically modify this Agreement and become incorporated herein by reference. In addition, ARC may modify the payment terms set forth in this Agreement, including without limitation, discount provisions, upon written notice to the Customer.

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Attachment B

Return, Transfer and Credit Policy

Subject to the terms and conditions of this Attachment B, the Customer may receive full or partial credit for Blood provided to the Customer by ARC under the limited circumstances set forth as follows:

I. Returns

A. Damaged Blood: If the Blood arrives to the Customer: (1) in a damaged condition, or (2) in a condition rendering the Blood unsuitable for transfusion, then Customer should notify ARC immediately in Connect for further instructions. If ARC requests the return of Blood, ARC will pay the shipping costs associated with such returns. Credit may not be issued if notification is not made within 24 hours of product receipt.

B. Regulatory Recall: If the FDA or another regulatory agency requires ARC to recall Blood, or if ARC voluntarily chooses to recall Blood for quality reasons, Customer will discard the Blood unless ARC instructs otherwise. If ARC requests the return of recalled Blood, ARC will pay the shipping costs associated with such returns.

C. Reporting and Documentation of Returns. Returns are restricted to units that may not be suitable for transfusion. Customer must complete a Return Units Inventory Transaction in Connect to receive authorization for returns from ARC. All shipments of returned Blood must be accompanied by a completed Returns Packing Slip from Connect. The individual completing the Return Form certifies, as applicable, that: (1) the returned Blood has not been out of control of the Customer's blood bank, and (2) the Blood has been continuously stored at the appropriate temperature in accordance with the Code of Federal Regulations. Failure to receive authorization for each unit of returned Blood may result in refusal to credit Customer for the return of such Blood.

D. Temperature Monitoring Devices. Under no circumstances shall ARC provide credit to Customer for the return of any Blood (suitable for transfusion) if a temperature monitoring device has been affixed to the Blood. Such devices must be removed by Customer before returning the Blood to ARC. ARC shall not be liable for Blood that is damaged by Customer during the removal of a temperature monitoring device.

E. Compliance. Customer shall comply with the requirements of the Code of Federal Regulations as related to the storage of Blood.

F. Shipping Discrepancies. If the Customer receives an extra Blood unit or units in a shipment from ARC (as indicated by a discrepancy between the packing slip and the actual number of units in the shipment), the Customer should immediately notify ARC of the shipping discrepancy to ensure traceability of the unit.

II. Transfers

A. All transfer activities of Blood units must be completed and documented by Customer.

B. All transfers of Blood unit must be accompanied by documentation.

C. The individual completing the appropriate documentation certifies, as applicable, that: (1) the transferred Blood unit has not been out of control of the Customer's blood bank, and (2) the Blood unit has been continuously stored at the appropriate temperature in accordance with the Code of Federal Regulations.

D. Transportation costs for transfers occurring at the transferring Customer’s request will be the responsibility of the transferring Customer.

E. Transportation costs for transfers occurring at ARC’s request will be paid by ARC.