Direct Purchase Agreement

THIS DIRECT PUCHASE AGREEMENT (the "Agreement"), dated _____ is made by and between Legal Entity Name: Mangum City Hospital Authority

(together with entities listed on Attachment C hereto, each, a "Facility"), located at:

Address: 1 Wickersham Drive City: Mangum State: OK Zip: 73554

Telephone: 580-782-3353 Fax: 580-782-2034

NPI #:1033635263 Fed ID#:82-2087512

and Organogenesis Inc. ("Manufacturer") located at 85 Dan Road, Canton, Massachusetts 02021, fax number 781-401-1049.

Please check one or more of the following:

Hospital: X ASC: _____

WHEREAS, Manufacturer produces and markets the items set forth on the Organogenesis Product List attached hereto as Attachment A (each, a "Product", and collectively, the "Products").

WHEREAS, Facility desires to purchase Products directly from Manufacturer, and Manufacturer is willing to sell Products to Facility.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Manufacturer and Facility hereby agree that their transactions with respect to the Products shall be subject to the following mutually-binding terms and conditions:

1. ORDERS, SHIPPING, RESTRICTIONS.
   A. Facility shall transmit orders for Products to Manufacturer by fax at 781-401-1049 or by telephone at 1-888-HEAL-2-DAY (1-888-432-5232), or by email at customerservice@organo.com. Facility shall use its best efforts to issue a purchase order for each order placed.
   B. Manufacturer will confirm shipping and delivery dates with Facility at the time the order is placed. Manufacturer shall ship orders to destination(s) in the United States designated by Facility. Facility shall designate the date upon which Facility intends to apply Product (the "Application Date"). Manufacturer shall ship all orders standard freight within a minimum of two (2) business days of the Application Date provided that the order was placed sufficiently in advance of the Application Date and order quantities are reasonable and available at the time of order.

C. Title to Products and risk of loss of Products shall pass to Facility upon delivery by Manufacturer to the destination designated by Facility.

D. All order shortages, overages, or other discrepancies must be reported to Manufacturer within one (1) day of receipt.

E. Any and all Products ordered are to be used solely for application to patients of Facility in the United States. Distribution, redistribution, transshipment, freight forwarding and exportation of Products is prohibited. Products shall not be used in clinical trials, comparative testing or for reverse engineering without prior written consent from Manufacturer. Violation of these restrictions shall provide a basis for immediate termination of this Agreement by Manufacturer.

2. PRICES & PAYMENT.

A. The initial prices payable by Facility for Products are set forth on Attachment A. Manufacturer shall give Facility prior written notice of any change to Attachment A, including pricing changes and/or added or deleted line items. The prices in Attachment A do not include taxes, and Facility shall be responsible for any and all taxes however designated payable in connection with Facility's purchase of Products.

B. Facility warrants that its purchases pursuant to this Agreement are not subject to any agreement between Facility and any "group purchasing organization" ("GPO"). To the extent that any GPO demands any administrative fees from Manufacturer relating to the purchases made by Facility pursuant to this Agreement, Facility shall be solely responsible to pay such fees.

3. TERMS OF PAYMENT.

A. Payment shall be due on or before the forty-fifth (45th) day from the date of Manufacturer's invoice.

B. Manufacturer shall give Facility prior written notice of any change in terms of payment.

C. Manufacturer may levy a late payment charge of 1.5% per month (or the maximum amount permitted by law, if lower) to any amount for which payment is not received by the due date.

D. Manufacturer reserves the right to suspend deliveries to Facility at any time without notice if any overdue amounts remain outstanding. Facility shall have ninety (90) days following receipt of any invoice to contest any alleged errors in such invoice. Claims made following such period shall be deemed waived by Facility. Manufacturer shall issue a credit, or, at Facility's request, a refund, for any overcharge/overpayment to Facility no later than ninety (90) days following Facility's notice thereof.

4. RESPONSIBILITY FOR PAYMENT.

A. Facility is solely responsible for payment to Manufacturer of the entire purchase price for all Products ordered, irrespective of whether or when Facility may receive reimbursement for Products from Medicare, Medicaid, and/or any other third-party payors.

B. Facility shall be solely responsible for obtaining reimbursements, if any, from third-party payors, including, without limitation, Medicare, Medicaid, and/or any other third-party payors, for amounts Facility pays Manufacturer for Products, and for obtaining all information and documentation necessary to bill and collect from such third-party payors in the manner prescribed by such third-party payors.

C. Facility shall be solely responsible for obtaining any pre-certification and/or other authorization required by Medicare, Medicaid, and/or third-party payors. For the avoidance of doubt, Facility's participation in Manufacturer's "Benefit Verification" program shall not supersede any provisions of this Section 4, and Manufacturer's verification of any benefits under such program is not a guarantee of payment by any third-party payor.

D. Manufacturer shall have no obligation to compensate Facility for any failure by Facility, for any reason, to collect amounts otherwise payable to Facility on account of services rendered by Facility in connection with Products.

5. ATTORNEYS' FEES AND COSTS OF COLLECTION. Facility shall reimburse Manufacturer for any and all costs, including, without limitation, court costs, reasonable attorneys' fees, fees of collection agents, and related costs and expenses incurred in collecting and attempting to collect any amounts due from Facility hereunder.

6. LIMITED WARRANTY, RETURNS, RECALL and FIELD CORRECTIONS.

   A. Limited Warranty. Manufacturer hereby warrants to Facility, for the lesser of the shelf life of the specific Product and the period of twelve (12) months after the delivery of the specific Product, that the Product shall (i) comply with and perform in accordance with Manufacturer's written specifications for the Product and (ii) be produced, labeled, and packaged in compliance with all applicable United States laws and regulations in effect at the date of delivery of the Product to Facility. Facility's exclusive remedy and Manufacturer's sole liability under this warranty shall be to replace any non-complying Product or, at Manufacturer's option, to refund the purchase price paid therefor. The above warranties do not apply to any Product which has (a) been subjected to abuse, misuse, accident, or mishandling, (b) been modified or altered by anyone other than Manufacturer, (c) been used for or subjected to applications, environments, or stress or conditions other than as intended and recommended by Manufacturer, (d) been improperly stored, transported, installed, or used, (e) been used for any use not approved or cleared by the Food and Drug Administration and not specified on the Product's label or otherwise permitted under applicable law, or (f) had its serial number or other identification markings altered or removed. THE WARRANTIES SET FORTH IN THIS SECTION 6(A) ARE THE ONLY WARRANTIES GIVEN BY MANUFACTURER WITH RESPECT TO THE PRODUCTS AND ARE GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING BY CUSTOM, TRADE USAGE, OR COURSE OF DEALING OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND MANUFACTURER HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

   B. Product Returns. Manufacturer's Return Product and Order Cancellation Policy ("Return Policy") is attached hereto as Attachment B and shall govern all Product orders. Manufacturer may change the Return Policy upon prior written notice.

   C. Products Recall and Field Corrections. In the event of a general recall or a limited recall, whether directed by the Food and Drug Administration or undertaken voluntarily by Manufacturer, Manufacturer shall, at Facility's discretion, either replace the applicable Product or refund all amounts paid by Facility for the applicable Product. Facility shall return the applicable recalled Product to Manufacturer, and Manufacturer shall bear all return shipping costs.

   D. Stock-Outs. Manufacturer shall not be liable for any failure to fill any order due to any Product backorders or stock-outs; in such an event, Manufacturer shall promptly notify Facility of such backorder or stock-out following receipt of any purchase order for such Product, and Manufacturer shall use commercially reasonable efforts to offer an alternative product to Facility at a price determined by Manufacturer.

7. TERM. Subject to the other provisions hereof, this Agreement shall commence on the date set forth in the first sentence hereof and shall continue in full force and effect for successive terms of one (1) year until terminated as set forth below.

8. TERMINATION AND EFFECTS.

   A. Either party may terminate this Agreement for cause by written notice if the noticed party has failed to cure any material default within seven (7) days after receipt of written notice of such default. Either party may terminate this Agreement without cause or penalty by providing the other party with at least thirty (30) days' prior written notice of termination.

   B. Either party may terminate this Agreement effective on written notice to the other party in the event such other party (i) dissolves, ceases to function as a going concern or conduct operations in the normal course of business; (ii) has a petition filed by or against it under any bankruptcy or insolvency law,

including without limitation a petition for winding up the party which has not been dismissed or set aside within ten (10) days of its filing, or (iii) makes an assignment for the benefit of creditors.

C. Upon any termination, (i) Manufacturer shall only be obligated to ship, and Facility shall only be obligated to accept, Products pursuant to orders accepted by Manufacturer prior to the date of termination, provided that Facility shall be required to pay the full purchase price for such Products prior to shipment and (ii) all moneys owed by Facility to Manufacturer shall become immediately due and payable. Unless otherwise provided herein, termination of this Agreement shall not relieve either party of any duty, claim, or liability that accrued before the date of termination.

D. Any provision of this Agreement that, by its terms, is intended to continue beyond the termination of the Agreement shall continue in effect thereafter.

9. CONFIDENTIAL INFORMATION. Each of Facility and Manufacturer agrees (a) to hold in strict confidence the terms of this Agreement and all information given to it by the other party which, due to the nature of the information or manner of disclosure, reasonably should be expected to be treated confidentially, unless such information is publicly available or otherwise available to the receiving party without restriction or breach of any confidentiality agreement or is independently developed by the receiving party, and (b) that it will not, without the disclosing party's prior approval, disclose such information or use it for any purpose other than as contemplated by this Agreement. For the avoidance of doubt, the contents of Attachment A shall be kept strictly confidential by Facility and shall not be shared with any third party absent Manufacturer's prior written approval. The obligations set forth in this Section 9 shall not apply with respect to any information which is disclosed pursuant to the requirement of a governmental agency or any law requiring disclosure thereof, *provided that* the disclosing party of such information has provided prior written notice of any such disclosure to the other party and has given such other party the opportunity to contest or minimize such disclosure.

10. INDEMNIFICATION.

A. Manufacturer shall defend, indemnify and hold Facility harmless against all liabilities to third parties whatsoever (and expenses connected therewith, including reasonable attorneys' fees) not caused by the negligence or other wrongful conduct of Facility, arising as a result of (a) the use of Manufacturer's Product as directed by Manufacturer and (b) any actual or asserted claim that Manufacturer's Product, by itself in the condition and in the packaging in which it is shipped by Manufacturer, violates any federal, state or local law or regulation.

B. Facility shall defend, indemnify and hold Manufacturer harmless against all liabilities to third parties whatsoever (and expenses connected therewith, including reasonable attorneys' fees) not caused by the negligence or other wrongful conduct of Manufacturer, arising as a result of (a) Facility's use of Manufacturer's Product otherwise than as directed by Manufacturer and (b) any actual or asserted violation(s) of federal, state or local law or regulation by Facility in connection with Facility's use of Product delivered to Facility by Manufacturer.

C. In any indemnification proceeding brought in accordance with this Agreement, the indemnified party shall promptly notify the indemnifying party in writing of any threatened or pending claim and give the indemnifying party full information and assistance in connection therewith. The indemnifying party shall have the sole right to control the defense of any such claim but shall not enter into any settlement agreement on behalf of the indemnified party without the indemnified party's prior written consent.

11. FORCE MAJEURE. Neither party shall be liable for any loss, damage, delay or failure to perform in whole or in part resulting from causes beyond such party's reasonable control, including, but not limited to, fires, strikes, insurrections, pandemics, riots, embargoes or requirements of any governmental authority.

12. INDEPENDENT RELATIONSHIP. Nothing in this Agreement shall constitute or be construed as the creation of a partnership or joint venture between Facility and Manufacturer. Facility shall not represent Facility or Facility's organization as having any relationship to Manufacturer other than that of an independent purchaser of Product for the limited purposes described in this Agreement.

13. INTELLECTUAL PROPERTY. Solely to the extent reasonably necessary to enable Facility to inform patients regarding the availability and nature of the Product, Manufacturer grants to Facility a non-exclusive, non-transferable, royalty-free right to use the various trade names, trademarks, service marks and other word and design marks that Manufacturer associates with the Product. Facility acknowledges that Manufacturer is the exclusive owner or authorized user of the above-mentioned intellectual property and agrees that Manufacturer has the right to control the use or display thereof by Facility. The license granted hereunder is a limited license, may be terminated at any time by Manufacturer, and shall immediately cease upon termination of this Agreement. As between the parties, Manufacturer shall own and retain all intellectual property rights in the Products and any modifications, derivations, enhancements, or improvements made thereto by any party, and Facility hereby assigns all such rights to Manufacturer.

14. LIMITATION OF LIABILITY.

    A. MANUFACTURER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF MANUFACTURER FOR ANY CLAIM RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY FACILITY FOR THE QUANTITY OF THE PARTICULAR PRODUCT DIRECTLY GIVING RISE TO THE LIABILITY WHICH WAS SHIPPED TO FACILITY BY MANUFACTURER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

    B. NO ACTION OR PROCEEDING AGAINST MANUFACTURER MAY BE COMMENCED MORE THAN TWENTY-FOUR (24) MONTHS AFTER THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM WAS INITIALLY SHIPPED BY MANUFACTURER. FACILITY MUST GIVE WRITTEN NOTICE TO MANUFACTURER OF ANY CLAIMS AGAINST MANUFACTURER ARISING UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER THE TERMINATION DATE OF THIS AGREEMENT.

15. CHOICE OF LAW. This Agreement has been entered into in the Commonwealth of Massachusetts and all questions regarding construction of the terms of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the Commonwealth of Massachusetts without reference to its choice of law rules. Each party agrees that all disputes arising in connection with this Agreement shall be heard in Boston, Massachusetts, and each party irrevocably submits to the exclusive jurisdiction of, and venue in, the state and federal courts located in Suffolk County, Massachusetts and agrees that service in any such disputes may be made in accordance with the notice provisions of this Agreement.

16. HEALTHCARE COMPLIANCE. Manufacturer and Facility agree that both the terms and operation of this Agreement must comply with applicable State and federal law, including without limitation the Anti-Kickback Statute, 42 U.S.C. 1320a-7b(b) and its implementing regulations, 42 C.F.R. § § 1001.951 and 1001.952; and the False Claims Act, 31 U.S.C. 3729-3731.

17. DATA PRIVACY. Manufacturer and Facility agree that in the course of carrying out the purpose of this Agreement, the parties may exchange Personal Information (defined to mean any information which are related to an identified or identifiable natural person) with each other. Manufacturer and Facility agree to comply with all applicable data privacy and data protection laws in the course of doing so, including but not limited to state and federal data privacy and data protection laws of the United States, its respective states, and the European Union. Manufacturer and Facility agree to treat such information with a level of technical, administrative, and physical security with which it treats other Personal Information subject to data privacy and data protection laws. To the extent any Personal Information is transferred from the European Economic Area (EEA) to the United States, Manufacturer and Facility represent that they will comply with any applicable data transfer requirements prior to such transfer. Manufacturer and Facility further agree that such Personal Information shall only be used for the purposes for which it is provided, and not for any other purpose unless the recipient receives explicit consent.

18. LEGISLATIVE, REGULATORY OR ADMINISTRATIVE CHANGE. In the event that there is a change in any legal requirement or the adoption of new federal or state legislation, or administrative rules reasonably likely to materially and adversely affect the manner in which a party may perform or be compensated under this Agreement, or which shall make this Agreement unlawful, the Parties shall immediately use diligent efforts to enter into a new agreement that complies with all legal requirements or policy and that approximates as closely as possible the economic position of the parties prior to the change. If no agreement is reached within thirty (30) days' notice of such change, then either party may terminate the Agreement.

19. NOTICES. Any notice required or permitted by this Agreement shall be in writing and delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally, (b) by reputable overnight courier upon written or electronic verification of receipt, (c) by telecopy or facsimile transmission when confirmed by telecopier or facsimile transmission, or (d) by certified or registered mail, return receipt requested, upon verification of receipt. All notices must be sent to the addresses first described above or to such other address that Facility may have provided Manufacturer.

20. NO THIRD-PARTY BENEFICIARIES. Except as set forth herein, no provision of this Agreement shall give any rights, remedies, or other benefits to any person or entity other than Manufacturer and Facility.

21. FACILITIES LIST. Attachment C hereto sets forth any additional entities that shall have the right to purchase Products on the terms set forth in this Agreement. By its execution hereof, Facility represents and warrants that it has the corporate or limited liability company power and authority to enter into this Agreement on behalf of such entities. Facility shall update Attachment C by providing written notice to Manufacturer.

22. ENTIRE AGREEMENT. This Agreement and its Attachments together set forth the entire agreement between Manufacturer and Facility concerning the subject matter hereof, and supersede all prior and contemporaneous written and oral negotiations and agreements between them concerning the subject matter hereof. Except as herein provided, any modification of this Agreement must be in writing and signed by both parties. Any different, conflicting, and additional terms in any purchase order, invoice, confirmation, or other writing or communication from Facility (except for administrative details about each quantity of Products ordered) are superseded by the terms and conditions of this Agreement and shall be of no force or effect. Electronic, facsimile or PDF image signatures shall be treated as original signatures.

23. NO IMPLIED WAIVERS. The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision. All rights and remedies of any party are cumulative and concurrent, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

24. ASSIGNMENT. This Agreement cannot be assigned without the prior written consent of both parties; provided, however, that either party may assign its rights and obligations under this Agreement in their entirety to the purchaser or acquirer of the business to which this Agreement relates. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of each party's successors and assigns.

25. SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be deemed automatically adjusted to conform to the requirements for validity in a manner to best effect the parties' intent (or deleted if it cannot be so adjusted), and the validity and enforceability of the remainder of this Agreement shall not be affected.

26. INJUNCTIVE RELIEF. It is recognized and acknowledged by Facility that a breach of the terms herein may cause irreparable damage to the Manufacturer and its goodwill, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate.

Accordingly, Facility agrees that in the event of a breach of any of the terms herein, in addition to any other remedy which may be available at law or in equity, Manufacturer shall be entitled to specific performance and injunctive relief.

[*Signature page follows*]

By signing below, Facility agrees to the mutually-binding terms and conditions of the Agreement as of the date first written above. The Agreement is provided as-is and may not be changed by Facility. Facility acknowledges that it has not made any changes to the Agreement. To the extent any such changes exist, such changes are expressly rejected by Manufacturer and shall have no force and effect, and the purchase of Products shall be governed by the terms and conditions of the Agreement in the form provided by Manufacturer to Facility.

FACILITY: _____

(Insert Legal Entity Name)

Signed By: _____

Name: _____

Title: _____

Date: _____

Please send all pages of this Agreement to customerservice@organo.com or fax to 781-401-1049.

ATTACHMENT A: Organogenesis Product List

Product Description	Product Number / Reference	UOM	QTY	Price*
Apligraf				
Apligraf (living, bi-layered skin substitute)	APLIGRAF-COM	EA	1	$1,295.00
Affinity®				
Affinity (1.5x1.5) 2.25 sq cm	AF-1150	EA	1	$1,350.00
Affinity (2.5x2.5) 6.25 sq cm	AF-1250	EA	1	$3,150.00
Dermagraft®				
Dermagraft (human fibroblast derived skin substitute)	NI-DERM-COM	EA	1 to 7 units	$1,250.00
Dermagraft (human fibroblast derived skin substitute)	NI-DERM-COM	EA	8 or more units	$1,175.00
PuraPly®				
PuraPly (2x4) 8 sq cm	PURAPLY-COM 2X4	EA	1	$950.00
PuraPly (5x5) 25 sq cm	PURAPLY-COM 5X5	EA	1	$2,750.00
PuraPly AM (Antimicrobial)®				
PuraPly AM 1.6 sq cm disc	PURAPLYAM-COM 1.6 DISC	EA	1	$450.00
PuraPly AM (2x2) 4 sq cm	PURAPLYAM-COM 2X2	EA	1	$750.00
PuraPly AM (2x4) 8 sq cm	PURAPLYAM-COM 2X4	EA	1	$950.00
PuraPly AM (3X4) 12 sq cm	515-065	EA	1	$1,320.00
PuraPly AM (4X4) 16 sq cm	515-048	EA	1	$1,728.00
PuraPly AM (5x5) 25 sq cm	PURAPLYAM-COM 5X5	EA	1	$2,750.00
PuraPly AM (6x9) 54 sq cm	PURAPLYAM-COM 6X9	EA	1	$5,940.00
PuraPly AM (Antimicrobial) Extra Fenestrated				
PuraPly AM (3X4) 12 sq cm Extra Fenestrated Product	515-067	EA	1	$1,320.00
PuraPly AM (4X4) 16 sq cm Extra Fenestrated Product	515-069	EA	1	$1,728.00
PuraForce™				
PuraForce 6x2	550-002	EA	1	$1,300.00
PuraForce 6x3	550-004	EA	1	$1,800.00
PuraForce 8x4	550-008	EA	1	$2,250.00
PuraForce 6.5x9	550-006	EA	1	$2,650.00
NuShield®				
NuShield 1.6 sq cm disc	NO-1160c	EA	1	$395.00
NuShield (2x3) 6 sq cm	NO-1230	EA	1	$795.00
NuShield (2x4) 8 sq cm	NO-1240	EA	1	$950.00
NuShield (3x4) 12 sq cm	NO-1340	EA	1	$1,400.00
NuShield (4x4) 16 sq cm	NO-1440	EA	1	$1,860.00

Organogenesis Customer Service: 1-888-432-5232

Please contact Customer Service for your product orders, delivery issues, returns and any questions.

NuShield (4x6) 24 sq cm	NO-1460	EA	1	$2,600.00
NuShield (6x6) 36 sq cm	NO-1660	EA	1	$3,550.00
OCMP				
2cc	OCMP2	EA	1	$180.00
5cc	OCMP5	EA	1	$450.00
10cc	OCMP10	EA	1	$750.00
FiberOS™				
2cc	FB020	EA	1	$320.00
5cc	FB050	EA	1	$650.00
10cc	FB100	EA	1	$850.00
FiberOS™ Neos				
FiberOS Neos 2.5cc	FBN025	EA	1	$320.00
FiberOS Neos 5cc	FBN050	EA	1	$650.00
FiberOS Neos 10cc	FBN100	EA	1	$850.00

**Please note that Manufacturer shall give Facility prior written notice of any price change as provided by the Agreement.*

ATTACHMENT B: Return Product and Order Cancellation Policy

Our Commitment to Our Customer: We want you to be 100% satisfied with your purchase. If a return is necessary, please follow our return policy below.

RETURN GOODS POLICY: A credit will be issued for unused product returned in accordance with the following policy guidelines. A credit or replacement product will be provided for unused product associated with specific situations out of the Customer's control, including:

- Product complaints (*e.g.*, product quality, appearance, package integrity, pH out-of-range, etc.)
- Product shipping issues such as damaged, lost, or misdirected shipments that do not arrive in time for customer use.

Organogenesis will not be responsible for product received and unused as a result of:

- Product deteriorating because of characteristics beyond Organogenesis' control (*e.g.*, improper storage of product, heat, cold, smoke, fire, etc.).
- Unused product being discarded due to improper storage at facility.
- Facility not open or staffed for delivery when product is delivered.

APLIGRAF® RETURNS:

- Customer must contact Customer Service concerning unused product within seven (7) business days after the expiration date on the product unit label.

DERMAGRAFT® and AFFINITY® RETURNS:

- For Dermagraft product stored in a freezer, customer must contact Customer Service concerning unused product within seven (7) business days after the expiration **date on the productunit.**
- For Affinity product stored in a refrigerator, customer must contact Customer Service concerning unused product within seven (7) business days after the expiration **date on the productunit.**
- For Dermagraft or Affinity product stored in the shipper box, customer must communicate to Customer Service of unused product within seven (7) business days of expiration **date on shipper box**.

Please note: The Dermagraft Shipper box is recyclable and is to be returned separately from product using the mailing label attached to the inside box flap.

PURAPLY®, PURAPLY® Antimicrobial, PURAPLY® Antimicrobial Extra Fenestrated, NUSHIELD®, Matrix, and FiberOS™ RETURNS:

- Customer must contact Customer Service concerning unused product within six (6) months from the original delivery date of the product unit.

PURAFORCE™ RETURNS:

- Customer must contact Customer Service concerning unused product within thirty (30) days from the original delivery date of the product unit.

RETURN GOODS PROCESS: To return product, the Customer is to contact Customer Service to obtain a Return Material Authorization (RMA) and a shipping return label within the time periods set forth above or, for products not listed above, thirty (30) days of the original delivery date. Customer must return product to Organogenesis within twenty (20) business days of RMA being issued with the following:

- Product unit(s) must be un-opened.
- Copy of RMA must be included in package with unit(s) beingreturned.
- The RMA label will indicate what location the return should besent to for processing.
- RMA number must appear on outside of the return package.

Customer account will be credited when the Organogenesis Receiving/Distribution Department verifies units and RMA match. ***Please note: If any unit is returned without a RMA or if a unit in a returned box doesn't match the RMA issued, that returned unit will be considered unauthorized. No credit will be issued, and product will be appropriately destroyed.***

FOR PRODUCT MANUFACTURING COMPLAINTS:

- Contact our technical support team at our Customer Service so they may obtain the necessary information and authorize and provide instructions to you for the product's return or local destruction.
- When a product return is requested, your Organogenesis Tissue Regeneration Specialist or our Technical Support Team will provide special return goods packaging kit for your use.
- You will have the option of a replacement product or a credit.

FOR DELIVERY ISSUES: Contact our Customer Service for delivery issues Monday-Friday, from 8:00 AM to 8:00 PM EST. If product delivery cannot be successfully facilitated, staff will be ready to assist in arranging a replacement shipment or a credit.

ORDER CANCELLATION POLICY: Your order confirmation number is required to cancel an order.

Apligraf, PuraPly, PuraPly Antimicrobial, PURAPLY® Antimicrobial Extra Fenestrated or PuraForce™ orders may be cancelled up to **10:00 AM Eastern Time** on the date the unit is scheduled to ship.

Dermagraft orders may be cancelled up to **10:00 AM Pacific Time** on the date the unit is scheduled to ship.

Affinity, NuShield, Matrix, and FiberOS orders may be cancelled up to **10:00 AM Central Time** on the date the unit is scheduled to ship.

Organogenesis Customer Service: 1-888-432-5232

Please contact Customer Service for your product orders, delivery issues, returns and any questions.

ATTACHMENT C: Facility List

	Facility Name	Ship To Address	Bill To Address	NPI Number	Fed ID#	Purchasing Fax #
1.						
2.						
3.						

Organogenesis Customer Service: 1-888-432-5232

Please contact Customer Service for your product orders, delivery issues, returns and any questions.