



Service Order Form - DEA

FORM-14-2 Ver. 4

Job #: _____

CUSTOMER INSTRUCTIONS:

Please enter the information electronically for ease of readability.
Order may be delayed if Customer Section is not complete or is incorrect.
Pages 1 and 2 of this form must accompany all orders.

Facility (To Be Completed by Customer)
<input type="checkbox"/> Fremont
<input type="checkbox"/> Lewisville

To Be Completed by Customer (n/a when appropriate, use wording as you would like it to appear on final report)

Company Name: _____	Processing Information
Contact Name(s): _____	Processing Code (PPS): _____
Address: _____	Target Dose (kGy): _____
City/State/Zip: _____	Dose Range (kGy): _____
Phone Number(s): _____	<input type="checkbox"/> RST Service <input type="checkbox"/> Split Dose
_____	Turnaround Time
Email Address(es): _____	Standard: <input type="checkbox"/> 2 Business Days
_____	RUSH (Add'l Fee): <input type="checkbox"/> 24 hrs. <input type="checkbox"/> 4 hrs.
Est. Arrival Date: _____	<input type="checkbox"/> 2 hrs. <input type="checkbox"/> 1 hr.
↓ Information below must match CSSR(s) ↓	
Shipper DEA No.: _____	Environmental Conditioning
P.O. Number: _____	<input type="checkbox"/> Room Temp <input type="checkbox"/> Refrigerator
Shipper Box Count: _____	<input type="checkbox"/> Freezer
Processing Box Count: _____ Total Units: _____	
Dosage Form: _____	

Please accurately complete Steri-Tek FORM-18 Controlled Substance Shipping Record (CSSR) for all incoming and outgoing shipments that contain controlled substances.

Additional Information & Special Handling/Processing Instructions: (If necessary, may reference additional documents)

Steri-Tek has permission to unpack processing box(es)

Form continues the next page. →

Place Applicable Labels Here
Steri-Tek Use Only



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To Be Completed by Customer (continued)

Return Shipping Information Check if location and contact **same** as page 1 Check if **in addition** (split shipment)

Contact Name: _____ Return Via: _____

Address: _____ Return Speed: _____

City/State/Zip: _____ Account #: _____

Phone Number(s): _____ Insure for: _____

Email Address(es): _____ Return Facility
DEA No. _____

Contact when done (specify details below)

Additional Information Special/Additional Shipping Instruction: (If necessary, may reference additional documents)

Authorized Signature: _____ Date: _____

Print Name: _____

Please notify Steri-Tek immediately upon receipt of order confirmation if there are any changes to be made to your order. We cannot guarantee any changes after the order confirmation has been sent.

To Be Completed by Steri-Tek

Changes or discrepancies resolved/authorized? (detail in comments) Yes No N/A

Order Accepted Date: _____ Time: _____

Est. Completion Date: _____ Time: _____

Current PPS CO#: _____ (NA if not applicable)

Comments: _____

Order Entered By: _____ Date: _____

Customer Contacted for Pick-up or Shipment Scheduled Initial & Date: _____

**Steri-Tek Terms of Sale
(Services-Only)**

Complete Agreement; Modification. The terms of this agreement (this “**Agreement**”) will apply to the irradiation services (the “**Services**”) provided by Steri-Tek LLC (“**Steri-Tek**”) to the customer identified on the applicable service order (each, a “**Service Order**”). Any additional or different terms including terms in any purchase order or order confirmation will have no effect unless expressly agreed to in a signed writing by an authorized Steri-Tek executive officer.

Purchase and Sale. Steri-Tek will provide Services pursuant to a Steri-Tek Service Order submitted by Customer and accepted by Steri-Tek, and Customer will accept and pay for such Services. Service Orders may be accepted by Steri-Tek either in writing or by performing the Services.

Intellectual Property. Steri-Tek and its suppliers and/or licensors retain all worldwide right, title and interest in and to the Services, and the inventions and pre-existing intellectual property incorporated therein, and all derivative works, modifications and enhancements thereto, and all intellectual property rights in any of the foregoing. To the extent that Customer provides any feedback related to the Services, Customer grants to Steri-Tek a perpetual, irrevocable, worldwide, nonexclusive, transferable, sublicensable, royalty-free, fully paid-up right and license to use and commercially exploit such feedback. The parties agree that feedback shall in no way be subject to any obligation of confidentiality.

Prices and Payment. The purchase price for the Services will be as agreed by the parties in writing. Steri-Tek will invoice upon completion of the Services unless specified otherwise in the applicable Service Order. Payment terms will be net 30 days from date of invoice, and all payments will be made in U.S. dollars. Steri-Tek may accept payment in any amount without prejudice to its right to recover the balance of the amount due or to pursue any other right or remedy. Overdue payments may be charged interest at the lesser of 1% per month or the maximum interest allowed by law. If Steri-Tek is required to retain a collection agency or attorney to collect overdue payment, all reasonable collection costs, including attorney fees will be payable by Customer.

Taxes and Other Fees and Charges. In addition to the purchase price, Customer will pay, or reimburse Steri-Tek for, all taxes or other amounts payable to governmental authorities on account of the sale or use of the Services. In lieu of such payment, Customer may, at the time the order is submitted, provide Steri-Tek with an exemption certificate satisfactory to the authority imposing the tax, fee or charge.

Confidentiality. All data and information of either party identified or marked as confidential that is received or otherwise accessed by the other party or its personnel under this Agreement is to be treated as strictly confidential and shall not be disclosed to anyone other than the recipient's personnel as required in the performance of the Agreement. Notwithstanding any failure to so identify or mark it as such, the following types of information of either party shall automatically be deemed to be confidential information requiring protection hereunder: unreleased product or service information; pricing, financial or customer information; marketing plans or business strategies; software and hardware; APIs; specifications or designs; proprietary formulae and proprietary algorithms. This confidentiality obligation shall survive any termination of this Agreement for a period of five (5) years (in perpetuity with respect to trade secrets).

DISCLAIMER; LIMITATION OF LIABILITY. EXCEPT AS SET FORTH HEREIN, THE SERVICES ARE PROVIDED STRICTLY “AS IS”. STERI-TEK HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE SERVICES SOLD HEREUNDER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. STERI-TEK HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY ON ITS BEHALF. THE COLLECTIVE LIABILITY OF STERI-TEK AND ITS THIRD-PARTY VENDORS UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF (A) TWO TIMES (2X) THE TOTAL AMOUNT PAID OR PAYABLE FOR THE SERVICES RELATED TO THE APPLICABLE SERVICE ORDER; OR (B) WHERE APPLICABLE TO THE CLAIM AT ISSUE FOR WHICH STERI-TEK’S MAXIMUM LIABILITY IS BEING DETERMINED (i.e., THE CLAIM RELATES TO DAMAGE CAUSED BY THE SERVICES), THE TOTAL COST TO REMANUFACTURE THE CUSTOMER PRODUCT(S) BEING STERILIZED BY STERI-TEK. NEITHER PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH ANY OF THE SERVICES FURNISHED TO CUSTOMER BY STERI-TEK, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Miscellaneous. Neither party will be liable for default under this Agreement due to delays in performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God, weather, or transportation difficulties. This Agreement will be governed by the laws of the State of California, USA without regard to its choice of law rules. Any provisions found to be unenforceable will not affect the enforceability of the other provisions contained herein, but will instead be replaced with a provision as similar to the original as possible. This Agreement constitutes the entire agreement between the parties with regard to its subject matter and supersedes all other oral or written understandings, communications or agreements found in any product documentation, manuals or otherwise, including but not limited to any terms and conditions printed on Customer’s purchase orders. No modification will be binding unless in writing and signed by the parties. The parties hereby consent to the jurisdiction of the state and federal courts located in Alameda County, California, USA.