

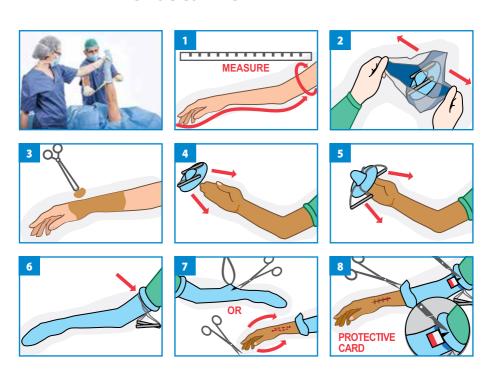
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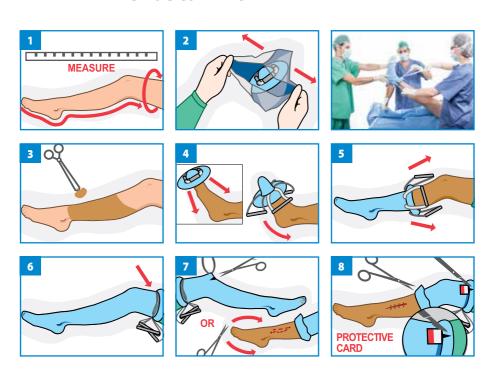


HemaClear® Products including Protective Card and Measuring Tape

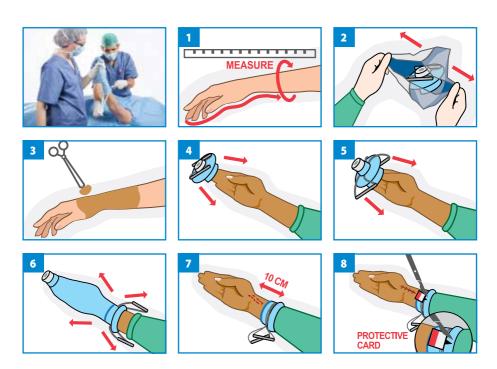
# HemaClear® - UPPER EXTREMITY



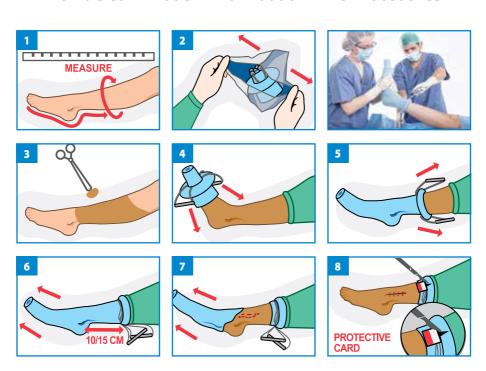
# HemaClear® - LOWER EXTREMITY



# HemaClear® Model F™ for Hand & Wrist Procedures



## HemaClear® Model A™ for Foot & Ankle Procedures



# HemaClear® SELECTION GUIDE

HemaClear® Size	Small	Medium				X-Large		
Color	Pink	Green	Red	Yellow	Blue	Orange	Brown	Black & White
Patient's Systolic Blood Pressure Limit	<130 mm Hg	<130 mm Hg	<160 mm Hg	<190 mm Hg	<130 mm Hg	<160 mm Hg	<190 mm Hg	<160 mm Hg
Length	<50 cm	<80 cm			<95 cm	<11	<120 cm	
Circumference	14-28 cm		24-40 cm		30-55 cm			50-85 cm

HemaClear® Size	Model F™	Model A™		
Color	White	Silver		
Systolic Blood Pressure	<160 mm Hg	<160 mm Hg		
Distance	<40 cm	<50 cm		
Circumference	14-34 cm	22-32 cm		

## How to Use the HemaClear® Pressure Tables

- Identify the Model to be used (e.g. HemaClear® Extra-Large Black & White).
- Choose the Table section that matches the Model chosen.
- Measure the distance between the tips of the fingers/toes and the occlusion location.
- Find the column corresponding with the distance.
- Measure the limb circumference at the occlusion location.
- Find the row corresponding with the limb circumference.

The intersection of the corresponding column and row presents the pressure exerted by the device to the limb at the skin level of occlusion location.

- Please note that values indicated in the table are within the range of ± 5mm Hg
- NPD: Non-Physiological Dimensions

2						2	
	HemaClear <sup>a</sup>		Dista	nce from Fi	ingers / Toe	es (cm)	
MEDIUM RED <160 mm Hg							71-8
PR	<160 mm Hg H-040-RE-01A	20-30	31-40	41-50	₩-60	61-70	/1-8
PR	160 mm Hg H-040-RE-01A 24-26	20-30	<b>31-40</b> 218	<b>41-50</b> 212	203	194	
PR	H-040-RE-01A				V		179
PR	H-040-RE-01A 24-26	221	218	212	203	194	179
PR	H-040-RE-01A 24-26 27-28	221	218	212	203 209	194 198	179 185 191
PR	H-040-RE-01A 24-26 27-28 29-30	221 230 238	218 225 235	212 218 227	203 209 217	194 198 208	179 185 191 204
PR	24-26 27-28 29-30 31-32	221 230 238 258	218 225 235 252	212 218 227 242	203 209 217 232	194 198 208 221	179
FERENCE	24-26 27-28 29-30 31-32 33-34	221 230 238 258 265	218 225 235 252 263	212 218 227 242 257	203 209 217 232 246	194 198 208 221 235	179 185 191 204 217

### STORAGE CONDITIONS













HemaClear® contains no natural rubber latex.

HemaClear® may be disposed of in accordance with Biological and Medical Waste Disposal procedures.

## HemaClear® SMALL PINK

	naClear®	Distance from Fingers / Toes (cm)									
SMALL PINK <130 mm Hg PRH-028-PI-01A		10-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50		
щ	14-16	181	173	168	162	157	151	147	142		
EN EN	17-18	195	189	184	178	173	169	164	160		
띮	19-20	207	202	197	192	188	184	177	174		
E CM	21-22	217	212	207	204	198	194	187	183		
CIRCUMFERENCE (cm)	23-24	225	220	216	211	207	202	197	193		
LIMB	25-26	233	229	224	219	217	209	204	201		
=	27-28	241	235	230	226	221	216	213	209		



## HemaClear® MEDIUM YELLOW

	lemaClear®	Distance from Fingers / Toes (cm)							
MEDIUM YELLOW <190 mm Hg PRH-040-YE-01A		20-30	31-40	41-50	51-60	61-70	71-80		
	24-26	231	224	216	208	199	190		
삘	27-28	233	228	222	215	206	196		
REN	29-30	251	242	232	222	214	202		
MA (	31-32	270	260	248	236	229	214		
( <u>.</u>	33-34	283	274	265	249	244	226		
LIMB CIRCUMFERENCE (cm)	35-36	325	304	288	263	259	238		
LIME	37-38	NPD	333	314	288	274	249		
	39-40	NPD	368	344	339	311	261		



# HemaClear® MEDIUM RED

	lemaClear®	Distance from Fingers / Toes (cm)								
MEDIUM RED <160 mm Hg PRH-040-RE-01A		20-30	31-40	41-50	51-60	61-70	71-80			
	24-26	221	218	212	203	194	179			
<u> </u>	27-28	230	225	218	209	198	185			
REN	29-30	238	235	227	217	208	191			
MFE (	31-32	258	252	242	232	221	204			
(cm)	33-34	265	263	257	246	235	217			
LIMB CIRCUMFERENCE (cm)	35-36	300	289	277	261	248	229			
LIME	37-38	NPD	332	301	283	262	242			
	39-40	NPD	361	327	322	305	254			



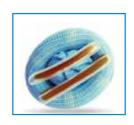
## HemaClear® MEDIUM GREEN

	lemaClear®	Distance from Fingers / Toes (cm)								
MEDIUM GREEN <130 mm Hg PRH-040-GR-01A		20-30	31-40	41-50	51-60	61-70	71-80			
	24-26	217	213	203	195	179	162			
<u> </u>	27-28	220	217	209	202	187	169			
REN	29-30	232	228	218	210	193	175			
M (4	31-32	249	244	233	224	207	188			
(cm)	33-34	260	253	248	239	221	200			
LIMB CIRCUMFERENCE (cm)	35-36	287	279	268	253	235	213			
LIME	37-38	NPD	324	292	273	238	226			
	39-40	NPD	358	318	293	254	239			



# HemaClear® LARGE BROWN

HemaClear® LARGE BROWN <190 mm Hg PRH-060-BR-01A		Distance from Fingers / Toes (cm)									
		40-50	51-60	61-70	71-80	81-90	91-100	101-110			
щ	30-32	310	301	296	281	276	264	257			
CIRCUMFERENCE (cm)	33-36	362	355	346	337	332	320	311			
H	37-40	387	379	370	363	354	344	337			
Gm)	41-44	NPD	429	407	389	376	367	363			
8	45-48	NPD	NPD	436	412	395	389	384			
LIMB	49-52	NPD	NPD	NPD	425	409	406	400			
_=	53-55	NPD	NPD	NPD	432	422	418	413			



# HemaClear® LARGE ORANGE

	<b>HemaClear®</b>			Distance	from Fing	ers / Toes (	cm)	
LARGE ORANGE <160 mm Hg PRH-060-OR-01A		40-50	51-60	61-70	71-80	81-90	91-100	101-110
ш	30-32	281	276	264	257	250	236	229
ENC	33-36	341	332	320	311	306	285	281
l EE	37-40	365	355	344	337	326	307	302
(m)	41-44	NPD	423	390	363	346	328	324
CIRCUMFERENCE (cm)	45-48	NPD	NPD	413	372	352	335	324
LIMB	49-52	NPD	NPD	NPD	387	357	341	324
	53-55	NPD	NPD	NPD	415	365	349	346



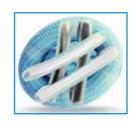
# HemaClear® LARGE BLUE

HemaClear® LARGE BLUE <130 mm Hg PRH-060-BL-01A		Distance from Fingers / Toes (cm)									
		40-50	51-60	61-70	71-80	81-90	91-95				
ш	30-32	264	257	250	236	229	216				
CIRCUMFERENCE (cm)	33-36	326	311	306	285	281	261				
H	37-40	363	342	326	307	302	293				
(cm)	41-44	NPD	371	348	328	324	324				
	45-48	NPD	NPD	357	335	324	326				
LIMB (	49-52	NPD	NPD	NPD	341	329	328				
_ =	53-55	NPD	NPD	NPD	347	341	335				



## HemaClear® EXTRA-LARGE BLACK & WHITE

	naClear®		Distance from Toes (cm)								
EXTRA LARGE BLACK & WHITE <160 mm Hg PRH-090-BW-01A		60-70	71-80	81-90	91-100	101-110	111-120				
	50-54	300	296	292	289	285	281				
NCI	55-60	315	311	307	304	300	296				
L ERE	61-66	327	323	320	316	313	310				
LIMB JMFEF (cm)	67-72	337	333	330	326	323	320				
LIMB CIRCUMFERENCE (cm)	73-78	345	342	338	335	331	328				
Ū	79-85	352	349	346	342	339	336				



# HemaClear<sup>®</sup> Model F<sup>™</sup>

HemaClear® MODEL F™ (Forearm) <160 mm Hg PRH-035-FA-01A		Distance from Fingers (cm)			
		25-30	31-35	36-40	
LIMB CIRCUMFERENCE (cm)	14-18	204	197	192	
	19-22	236	231	227	
	23-26	257	254	247	
	27-30	276	270	264	
	31-34	295	286	281	



# HemaClear<sup>®</sup> Model A<sup>™</sup>

HemaClear® MODEL A™ (Foot & Ankle) <160 mm Hg PRH-032-MA-01A		Distance from Toes (cm)					
		30-34	35-38	39-42	43-46	47-50	
LIMB CIRCUMFERENCE (cm)	22-24	176	167	161	NPD	NPD	
	25-26	184	177	170	164	NPD	
	27-28	191	184	177	170	165	
	29-30	NPD	190	183	177	171	
	31-32	NPD	NPD	188	182	176	



# PLEASE READ THIS PACKAGE INSERT CAREFULLY in Its Entirety Before Using the Device



## Indications for Use

**HemaClear®** is indicated for expelling blood from a limb, occluding arterial flow into a limb, and placing a sterile stockinet over a limb.



- Do not use HemaClear® on patients with poor peripheral blood flow, edema, or Deep Vein Thrombosis (DVT). See the Wells Score System (next page), for likelihood of DVT.
- Do not use **HemaClear**<sup>®</sup> if the limb is infected or with malignancy.
- Do not apply **HemaClear**<sup>®</sup> directly on skin that is fragile or has significant lesions. Use a sterile ace bandage to protect fragile skin before applying **HemaClear**<sup>®</sup>.
- Do not leave HemaClear® on a patient's limb for more than 120 minutes.
- Do not place **HemaClear**® directly over the ulnar nerve (at the elbow) or the peroneal nerve (at the proximal tibia).

# DVT Probability: Wells Score System<sup>1</sup>

CLINICAL FEATURE	POINTS	PATIENT SCORE
Active cancer (treatment ongoing, within 6 months, or pallative)	1	
Paralysis, paresis or recent plaster immobilization of the lower extremities	1	
Recently bedridden for 3 days or more or major surgery within 12 weeks requiring general or regional anesthesia	1	
Localized tenderness along the distribution of the deep venous system	1	
Entire leg swollen	1	
Calf swelling at least 3 cm larger than asymptomatic side	1	
Pitting edema confined to the symptomatic leg	1	
Collateral superficial veins (non-varicose)	1	
Previously documented DVT	1	
An alternative diagnosis is at least as likely as DVT	-2	
Clinical probability simplified score		
DVT likely	2 or more	
DVT unlikely	1 or less	

<sup>&</sup>lt;sup>1</sup> Wells PS, Anderson DR, Rodger M et al. (2003). Evaluation of D-dimer in the diagnosis of a suspected deep-vein thrombosis. New England Journal of Medicine 349: 1227–35.

# **Warnings**

- **HemaClear**® should be operated by a physician, or by the order of a physician.
- If the limb is unstable (fracture, dislocation), apply axial traction to stabilize the limb during HemaClear® application.
- HemaClear® only occludes arterial blood flow as long as the patient's systolic blood
  pressure does not exceed the recommended limit. Please refer to the Selection
  Guide for the specific limit of a patient's systolic blood pressure for each Model.
- **HemaClear**® devices can be applied to limbs with a circumference (at the occlusion location) ranging between 14 cm and 85 cm.
  - **Do not use HemaClear®** if the circumference at the occlusion location is smaller than 14 cm or greater than 85 cm. Please refer to the **Selection Guide** for specific circumference range of each Model.
- If HemaClear® does not stop the blood flow to a limb, it should be removed immediately.



- 1. Temporary discoloration of the skin beneath the HemaClear® Ring (<24 hours).
- 2. **Residual pain at the occlusion location** may last up to 7 days (rare).
- 3. Tourniquet Failure
  - Primary Tourniquet Failure Incomplete occlusion of arterial flow from the beginning of the case.
  - Secondary Tourniquet Failure Occlusion breach following initial successful occlusion.

Both failures are uncommon and usually result from the patient's systolic blood pressure exceeding the recommended limit for the specific **HemaClear**® Model.

## **Directions for Use**

- Measure the limb circumference at the occlusion location using the Measuring
   Tape provided, which is color coded according to circumference, in order to select
   the correct HemaClear® Model (Small, Medium, Large, Extra-Large). Verify that the
   circumference corresponds to the device range according to the Selection Guide.
- For upper extremity procedures, the occlusion location should be 10 cm above the wrist for hand procedures, or mid upper arm (or higher) for forearm, elbow, and distal humerus procedures.
- For lower extremity procedures, the occlusion location should be 5-15 cm above the
  lateral mallelous (below the calf muscles) for foot procedures. For ankle, lower leg,
  knee, or distal femur procedures, HemaClear® should be placed on the upper thigh
  near the groin.
- Measure the distance from the tips of the fingers/toes to the occlusion location.
   Verify that the distance does not exceed the device maximal length according to the Selection Guide.
- 3. Verify that the patient's systolic blood pressure does not exceed the limit specified in the **Selection Guide** for the selected **HemaClear®** Model.
- 4. Refer to the appropriate color coded **Pressure Table** for device pressure at skin level.
- 5. Using a sterile technique, open the outer envelope of the device and drop it onto

- the sterile field, with inner envelope intact. Use a sterile technique to remove the device from within the inner envelope. Keep the **Protective Card** for the end of the procedure to protect the skin when the silicone ring is cut, in keeping with instructions regarding use of the Protective Card.
- 6. If the patient is awake, explain the application procedure and warn about possible ring pressure discomfort. Sedation and/or analgesia may be used. Disinfect the limb according to the type of procedure performed. Apply sterile drapes so that they overlap the edge of the disinfected region.

**UPPER EXTREMITY**: Insert fingertips into the orifice of the device with the handles facing away from the patient (Pg. 4, Fig. 4). Ensure that all fingers are inserted into the circumference of the ring (Pg. 4, Fig. 5). Have an assistant stabilize the hand by holding it from the palm side (Pg. 4, Image top left). Firmly grab the two plastic handles using the colored straps, and pull the handles proximally along the arm to the desired occlusion location (Pg. 4, Fig. 5).

**LOWER EXTREMITY**: Insert the toes into the orifice of the device with the handles facing away from the patient. Ensure that all the toes are inserted into the circumference of the ring. Position the device on the toes so that one handle is aligned with the bottom (sole) of the foot, and the other handle is aligned with the top of the foot (Pg. 5, Fig. 4). Stand proximally to the patient's foot, so that when pulling the device straps proximally on the patient's leg, you are pulling towards

your body. Have an assistant stabilize the foot and ankle fo the patient (Pg. 5, Image top right). Firmly grab the two plastic handles using the colored straps, and pull the handles first along the foot and then proximally along the leg. To roll **HemaClear**® over the heel, apply more force to the bottom handle, using it as a hinge. Once over the heel, continue pulling on the handles until **HemaClear**® reaches the desired occlusion location (Pg. 5, Fig. 5).

**Occlusion locations**: A) On the calf (5-15 cm above the medial mallelous, below the calf muscle) or B) On the thigh (at or above the mid-thigh).

NOTE: **HemaClear**® should be placed within the sterile field on the limb over the edge of the sterile drapes.

- 7. Once **HemaClear**® is in place, the colored straps can either be wrapped around the limb, distal to the **HemaClear**® ring, or cut off (Pg. 5, Fig. 6).
- 8. Expose the incision site by pulling the stockinet up, removing it, or cutting a window in the fabric (Pg. 5, Fig. 7).
  - NOTE: To minimize lint, dampen the fabric with sterile water or saline before cutting it.
- 9. **Tourniquet Time** begins as soon as the **HemaClear**® is in place. Tourniquet Time ends when the **HemaClear**® is removed (Pg. 5, Fig. 8).
- 10. When the procedure is over, insert the **Protective Card** under the ring from its distal side by pulling one of the straps and cut the ring with a scalpel. Use scissors to cut and remove the remaining stockinet. Blood flow to the limb will resume.

## **HemaClear® Model F™** for Hand & Wrist Procedures

For **HemaClear® Model F™** please follow the general Directions for Use as specified above, including the following:

- If the circumference of the forearm at the desired occlusion location is less than 14 cm, use a stockinet to build up the forearm circumference to 14-16 cm. If the circumference at the desired occlusion location is not within the 14-34 cm range, use another appropriate HemaClear® Model.
- Insert the finger tips into the oval opening of the device application cup with the
  handles facing away from the patient. Verify that all fingers are inserted. Grab the
  handles firmly and pull them proximally towards the patient, along the forearm. The
  device will roll smoothly up the hand and the forearm.
- 3. The recommended placement location on the forearm is 10 cm (4") proximal to the wrist.
- 4. The HemaClear® Model-F™ is constructed with two segments of elastic stockinet. Once the device reaches the occlusion location, the distal sleeve (covering the fingers) can be easily pulled away and removed, or cut to reveal the surgical site. If it is decided to cut the stockinet, apply sterile water or saline, before cutting the stockinet. The surgical site may be covered with a sterile transparent drape if desired. NOTE: Wetting the stockinet prior to cutting minimizes the amount of free fabric fragments.

## HemaClear® Model A™ for Foot & Ankle Procedures

For **HemaClear® Model A™** please follow the general Directions for Use as specified above, including the following:

- 1. The recommended placement location on the lower leg is from 5-15 cm (2-6") above the lateral malleolus.
- 2. If the circumference at the desired occlusion location is not within 22-32 cm, use another appropriate **HemaClear®** Model.
- If the patient's foot is larger than 29 cm (shoe size 14 or larger USA, or 47 or larger in Europe) use HemaClear® Large (Orange or Brown) at the same lower leg location specified for Model A™.
- 4. Insert the tips of the toes into the oval opening of the device application cup with the handles facing away from the patient. Verify that all toes are inserted. Grab the handles firmly and pull them proximally towards the patient, along the axis of the foot. Use the bottom handle to pull **HemaClear**® over the heel. Roll the device on the lower leg until it reaches the desired occlusion location.
- The device will not roll beyond 50 cm (20") from the tips of the toes. If a more
  proximal position is required, use an alternative HemaClear® Model (HemaClear®
  Large or HemaClear® Extra-Large).
- 6. The **HemaClear® Model-A™** is constructed with two segments of elastic stockinet.

Once the device reaches the desired occlusion location, the distal sleeve (covering the applicator and toes) can be easily pulled away and removed, or cut to reveal the surgical site. If it is decided to cut the stockinet, apply sterile water or saline before cutting the stockinet. The surgical site may be covered with a sterile transparent drape if desired.

NOTE: Wetting the stockinet prior to cutting minimizes the amount of free fabric fragments.

## WARRANTY

Subject to the herein restrictions and limitations, Oneg Hakarmel Ltd. (OHK Medical Devices, Inc.) (the "Manufacturer") hereby warrants to the original purchaser of the HemaClear® product(s) (the "Product"), that the Product shall be free from defects in material and workmanship for the period specified within the Expiration Date printed on the Product packaging, in accordance with the record of the Manufacturer, which shall constitute a prima-facie evidence in that respect. Otherwise the Product is provided AS-IS.

#### SCOPE OF WARRANTY

This warranty is expressly conditioned on the purchaser's obligation to use and store the Product in accordance with applicable law and the required instructions specified by the Manufacturer, including without limitations with respect to the maintenance and/or use of the Product, (and specifically, using the appropriate size of the Product per each patient, adhering to instructions regarding the Product's shelf life and actual use time on any patient, verifying that the Product shall not expose the respective patient to any health risk per such patient's medical condition, etc.). The above is also subject to the Product being stored and handled per the above, by any distributor or other party which supplied the Product to the purchaser.

The purchaser understands that Manufacturer's instructions may also be updated and published at Manufacturer's website (www.hemaclear.com), and it is the purchaser's responsibility to monitor any such changes.

Purchaser acknowledges receiving such instructions, and without derogating from the provisions herein, the purchaser agrees to be bound by such instructions. If the purchaser does not comply with applicable instructions, then all warranty granted by the Manufacturer shall be void, and the purchaser shall bear the full costs of (a) replacing the Product (including, but not limited to all shipping costs), and (b) any claims brought against it and/or any of its employees, agents, directors, affiliates, etc. relating to its use of the Product, and shall further be required to indemnify the Manufacturer for any such claims.

THIS WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER OF THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, ALL WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, WITH RESPECT TO ANY PRODUCT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. THE REMEDIES SET FORTH HEREIN UNDER THE LIMITED LIABILITY SECTION ARE EXCLUSIVE. NO COURSE OF DEALING AND NO

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Purchaser may not redistribute the Product, and such redistribution shall annul this Warranty and make it void. The Manufacturer disclaims any warranty in case of redistribution and/or any use not by the original purchaser.

### LIMITED LIABILITY

Manufacture's sole obligations and the purchaser's exclusive remedies with respect to goods determined by Manufacturer to be defective, shall be limited to the replacement or refund of the purchase price, at Manufacturer's sole discretion, unless an option to select from such alternatives has been expressly granted to the purchaser (the "Option").

MANUFACTURER SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO INJURIES (INCLUDING DEATH), LOSS OF PROFITS, EXPENSES, AND/OR DAMAGES ARISING OUT OF BREACH OF THIS WARRANTY BY PURCHASER AND/OR NEGLIGENT USAGE OF THE PRODUCT.

All remedies are expressly conditioned upon the purchaser's compliance with its obligations herein, and without limitations, to comply with the provisions of the maintenance and usage instructions for the applicable Product. If the purchaser fails to comply with these provisions, the purchaser shall bear the full cost of any service, including but not limited to replacement and return, without derogating from any other remedy that Manufacturer may be entitled to herein and/or applicable law, and in such case purchaser shall also bear all the liability for any claims arising from the use of the Products, and indemnify Manufacturer accordingly.

#### **FINAL AGREEMENT**

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This warranty is the complete, final and exclusive agreement between Manufacturer and the purchaser with respect to the Product and any and all warranties and representations. The laws of the State of Israel shall govern this Limited Warranty, without reference to its conflicts of law provisions. The competent Courts of Haifa, Israel shall have sole and exclusive jurisdiction over any matter arising hereof and/or relating to the use of the Product.

## END USER LICENSE AGREEMENT

### Important information - Please read carefully:

This End User License Agreement ("EULA") is the legal agreement between you and Oneg Hakarmel Ltd. ("OHK") for your use of OHK's proprietary medical device and any applicable documentation or application ("Device" and/or the "Product"), including the package itself. By using the Device, You ("You" shall mean any medical staff or relevant personnel that make use of the Device, or that purchased it for them) acknowledge that You have read this EULA and agree to be bound by its terms and conditions. We recommend that You keep a copy of this license agreement for Your records.

# IF YOU DO NOT AGREE TO THIS LICENSE AGREEMENT DO NOT USE THE PRODUCT IN ANY MANNER WHATSOEVER.

### **Grant of License**

Subject to Your compliance with the terms and conditions set forth herein, OHK hereby grants You a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the Device solely in accordance with this EULA and the user's guide ("User's Guide").

#### Restrictions on Use

You shall not: (i) copy, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Device; (ii) repurpose the Device in any way or shape or use it more than once; (iii) share or permit any other person to use the Device, rent, lease or transfer distribute, sell it or otherwise take any action herein prohibited or allow or abide others to; (iv) delete or modify any attributions, legal notices or other proprietary designations or labels on the Device. Any such forbidden uses shall immediately and automatically terminate Your license to use the Device, without derogating from any other remedies available to OHK at law or in equity.

### **Title and Ownership**

You acknowledge and agree that the Device, including any versions, revisions, corrections, modifications, enhancements, parts and/or upgrades thereto, accompanying materials, and any material such as the package or documents attached to it are owned by OHK, and are protected under Intellectual Property laws such as copyright, trademarks, patents, and

treaties. You further acknowledge and agree that all right, title, and interest in and to the Device, including associated intellectual property rights (including, without limitation, any patents- registered or pending, copyrights, trade secrets, trademarks, etc.), evidenced by or embodied in and/or attached/connected/related to the Device, are and shall remain owned solely by OHK. This EULA does not convey to You any interest in or to the Device, but only a limited, revocable right of use in accordance with the terms of this EULA and the User's Guide. Nothing in this EULA constitutes a waiver of OHK's intellectual property rights under any law.

### **Compliance with Laws & Export Controls**

You undertake to use the Device in accordance with all applicable laws. Without derogating from the foregoing and from any other terms herein, You agree to comply with all applicable export laws (including Israeli and U.S. export laws) and restrictions and regulations of any relevant agency or authority, and agree that You will not export, allow the export or re-export, or otherwise use the Device in violation of any applicable restrictions, laws or regulations.

### Warranty

Subject to the herein restrictions and limitations, OHK hereby warrants You that the Device shall be free from defects in material and workmanship for a period of two (2) years from the manufacturing date of the Device, in accordance with the record of OHK, which shall constitute a prima-facie evidence in that respect.

### **Scope of Warranty**

This warranty is expressly conditioned on Your obligation to use and store the Device in accordance with applicable law and the required instructions specified by OHK, including without limitations with respect to the maintenance and/or use of the Device (and specifically, without derogating from the generality of the foregoing, using the appropriate size of the Product per each patient, adhering to instructions regarding the Device's shelf life and actual use time on any patient, verifying that the Device shall not expose the respective patient to any health risk per such patient's medical condition, etc.). The above is also subject to the Device being stored and handled per the above, by any distributor or other party which supplied the Device to You. You understand that OHK's instructions may also be updated and published at OHK's website, and it is Your responsibility to monitor any such changes.

You acknowledge receiving such instructions, and without derogating from the provisions herein, You agree to be bound by such instructions. If You do not comply with the applicable instructions, then all warranty granted by OHK shall be void, and the You shall bear the full costs of (a) replacing the Device (including, but not limited to all shipping costs), and (b) any claims brought against it and/or any of its employees, agents, directors, affiliates, etc. relating to its use of the Device, and shall be further required to indemnify OHK for any such claims.

THIS WARRANTY APPLIES ONLY TO YOU. EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, ALL WARRANTIES, STATUTORY CLAIMS, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY DEVICE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. THE REMEDIES SET FORTH HEREIN UNDER THE LIMITED LIABILITY SECTION ARE EXCLUSIVE. NO COURSE OF DEALING AND ANY DEVICE DESCRIPTION OR SPECIFICATION SHALL BE DEEMED A WARRANTY. NO INDIVIDUAL IS AUTHORIZED TO GIVE ANY OTHER WARRANTY ON BEHALF OF OHK.

You may not redistribute the Device, any such redistribution shall annul this warranty and make it void. OHK disclaims any warranty in case of redistribution and/or any use not by You.

### **Limited Liability**

OHK's sole obligations and Your exclusive remedies with respect to goods determined by OHK to be defective, shall be limited to the replacement or refund of the purchase price, at OHK's sole discretion, unless an option to select from such alternatives has been expressly granted to the You.

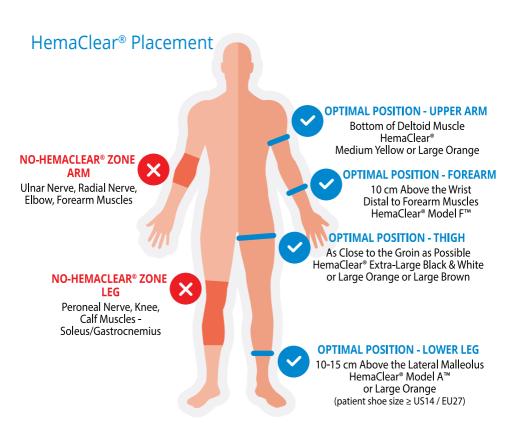
All remedies are expressly conditioned upon Your compliance with the obligations herein, and without limitations, to comply with the provisions of the maintenance and usage instructions for the applicable Device. If You fails to comply with these provisions, You shall bear the full cost of any service, including but not limited to replacement and return, without derogating from any other remedy that OHK may be entitled to herein and/or applicable law, and in such case You shall also bear all the liability for any claims arising from the use of the Device, and indemnify OHK accordingly.

OHK SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO INJURIES (INCLUDING DEATH), LOSS OF PROFITS, EXPENSES, AND/OR DAMAGES ARISING OUT OF BREACH OF THIS WARRANTY BY PURCHASE AND/OR NEGLIGENT USAGE OF THE PRODUCT.

### **Final Agreement**

OHK'S WARRANTY HEREIN IS EXCLUSIVE, AND SETS FORTH ALL OF OHK'S RESPONSIBILITIES WITH REGARD TO THE PRODUCT. OHK DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

This warranty is the complete, final and exclusive agreement between OHK and You with respect to the Device and any and all warranties and representations. The laws of the state of Israel shall govern this limited warranty, without reference to its conflicts of law provisions. The competent courts of Haifa, Israel shall have sole and exclusive jurisdiction over any matter arising hereof.





## **MANUFACTURER**

### Oneg HaKarmel Ltd.

P.O.Box 381

Tirat Carmel 3910302, Israel

Tel: +972-4-824-2369

Fax: +972-4-834-6753

### **EU REPRESENTATIVE**

### MedNet GmbH

Borkstraße 10

Münster 48163, Germany

Telefon: +49 (0) 251 32266-0 Telefax: +49 (0) 251 32266-22

### USA

### **OHK Medical Devices, Inc.**

2885 Sanford Ave. SW #14751

Grandville, MI 49418

Tel: +1.866.503.1470

Fax: +1.866.430.6132

### LATIN AMERICA

contacto1@hemaclear.com