

Glaukos® Corporation iStent infinite® Trabecular Micro-Bypass System

Instructions for Use

DIRECTIONS FOR USE TABLE OF CONTENTS

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1. DEVICE DESCRIPTION
The iStent infinite® Trabecular Micro-Bypass System, Model iS3 contains three preloaded intraocular stents (Model G2-W) that are manufactured from implant grade titanium (Ti6Al4V ELI) and are coated with stearylkonium heparin (note: the heparin is from a porcine source). The stent has a single piece design, is 360 µm in diameter, 360 µm in height, and the central inlet and outlet lumen has a diameter of 80 µm (Figure 1). The head of the stent has four side outlets that each have a diameter of 50 µm.

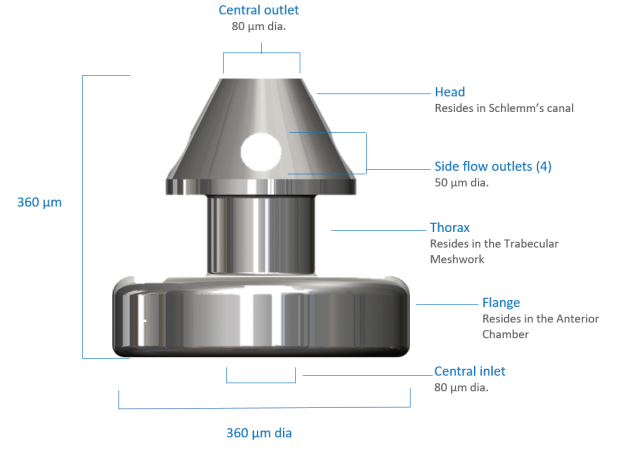


Figure 1. iStent infinite Stent Dimensions

The iStent infinite stent has a rear flange which resides in the anterior chamber, and head that resides in Schlemm's canal. The thorax of the stent is retained by the trabecular meshwork. The stent is symmetrical and is designed to be implanted in either the left or right eye (Figure 2). Three preloaded intraocular stents are provided in the injector (Figures 3a & 3b).

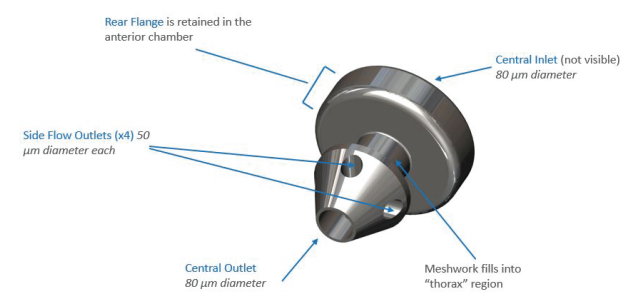


Figure 2. iStent infinite Stent (Model G2-W Stent)

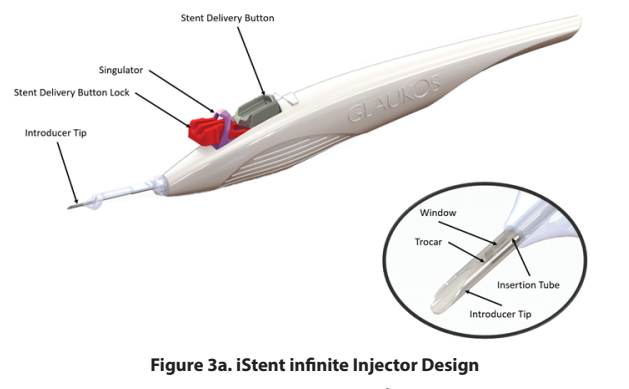


Figure 3a. iStent infinite Injector Design



Figure 3b. iStent infinite Injector Distal End

When properly implanted, the iStent infinite stent is intended to create a bypass through the trabecular meshwork into Schlemm's canal to improve aqueous outflow through the natural physiologic pathway. The implant is provided in a

pre-loaded configuration allowing for precise implantation into Schlemm's canal. The injector has been designed by Glaukos® Corporation to hold three stents to be implanted one at a time into Schlemm's canal.

2. INDICATIONS FOR USE

The iStent infinite Trabecular Micro-Bypass System Model iS3 is an implantable device intended to reduce the intraocular pressure (IOP) of the eye. It is indicated for use in adult patients with primary open-angle glaucoma in whom previous medical and surgical treatment has failed.

3. CONTRAINDICATIONS

The iStent infinite Trabecular Micro-Bypass System is contraindicated under the following circumstances or conditions:

- In eyes with angle closure glaucoma where angle has not been surgically opened
- In eyes with acute traumatic, malignant, active uveitis, or active neovascular glaucoma or discernible congenital anomalies of the anterior chamber (AC) angle
- In patients with retrolabral tumor, thyroid eye disease, Sturge-Weber Syndrome or any other type of condition that may cause elevated episcleral venous pressure

4. WARNINGS

1. The following conditions may prohibit sufficient visualization of the angle required for safe and successful stent implantation: corneal haze, corneal opacity, or any other conditions that may inhibit the gonioscopic view in the intended implant location.
2. The surgeon should perform a slit lamp gonioscopy examination prior to taking a patient to surgery to exclude congenital anomalies of the angle, peripheral anterior synechiae (PAS), rubeosis, and any other angle abnormalities that could lead to improper placement of the stent and pose a hazard.
3. Non-clinical testing has demonstrated that the iStent infinite stents are MR Conditional. Please see the "MRI SAFETY INFORMATION" section at the end of this document on conditions for safe scanning.

5. PRECAUTIONS

1. The surgeon should inform the patient that the stents are MR Conditional (as noted on their Patient ID card) and if the patient needs to undergo an MRI, they should let their doctor know they have iStent infinite stents implanted in their eye.
2. After the surgery, the surgeon should give the patient the Patient ID card (enclosed in the iStent infinite packaging) with the appropriate information filled in, and should advise the patient to keep the card in a safe place, e.g., his or her wallet, for future reference. The surgeon should advise the patient that this Patient ID card contains important information related to the iStent infinite and that the card should be shown to their current and future health care providers.
3. The surgeon should monitor the patient postoperatively for proper maintenance of intraocular pressure. If intraocular pressure is not adequately maintained after surgery, the surgeon should consider an appropriate additional therapy to reduce intraocular pressure.
4. The stent is comprised of implant grade titanium (Ti6Al4V ELI) with a stearylkonium heparin coating. The total amount of heparin is estimated to be less than 0.9 microgram per stent, or approximately 0.01 to 0.02 units.
5. The surgeon should be careful to avoid contact with the cornea and iris during stent implantation in order to minimize sequelae associated with device-cornea touch, stent obstruction and/or iritis.
6. Please note that three out of 61 participants (4.9%) in the pivotal clinical trial were phakic. Therefore, there is insufficient evidence to determine whether the clinical performance of the device may be different in those who are phakic versus those who are pseudophakic.

6. ADVERSE REACTIONS

Refer to the Pivotal Clinical Trial Results section for the adverse events that occurred in the pivotal clinical trial. Additional adverse events that may possibly be associated with the use of the device include but are not limited to the following: allergic reaction, aqueous misdirection, atrophy/phthisis, choroidal effusion, choroidal hemorrhage, chronic pain, corneal decompensation, corneal injury, corneal opacification, cyclodialysis cleft, damage to crystalline lens, damage to iris, damage to trabecular meshwork, device malfunction identified after entry of the injector system into the eye but prior to contact with the target tissue, failure to implant 3 stents, flat or shallow anterior chamber, hypopyon, hypotony maculopathy, inadvertent perforation of the sclera, infection, IOL damage/dislodation, iridodiolysis, loss of eye, loss of stent in eye, loss of vitreous, perforation of sclera, posterior capsular bag rupture or tear, proliferative vitreoretinopathy, ptosis, pupillary block, pupillary membrane formation, retinal detachment, retinal dialysis, retinal flap tears, secondary surgical intervention, including but not limited to glaucoma surgery, premature stent release, stent dislocation, stent explant, stent migration, stent-cornea touch, stent not retrievable, stent not visible, over implanted stents that are not visible with gonioscopy, Toxic Anterior Segment Syndrome (TASS), and vitreous hemorrhage.

7. INSTRUCTIONS FOR USE

The iStent infinite injector is intended for placement through a clear corneal incision after the implantation site has been confirmed through adequate visualization of the anterior chamber angle. The stent implantations are designed for nasal placement; therefore, it is suggested that surgery be performed from the temporal side of the head. An intracameral miotic can be injected to deepen the angle prior to placement of the iStent infinite stent. To mitigate difficulty with patient movement or non-compliance, consider using a peri-bulbar or retro-bulbar block.

- a. Instill a miotic, as needed in order to achieve good visualization, up to two hours prior to the procedure.
- b. Tilt the patient's head away from the surgeon (about 15-25°).
- c. Tilt the surgical microscope back toward the surgeon (about 35°). Total angle should be approximately 50-60° for both the patient and microscope tilts to achieve the ideal view.
- d. Place a small amount of viscoelastic on the cornea. Position the gonioscope on the cornea using light touch gonioscopy.
- e. Adjust the microscope to locate and focus on the TM.
- f. Inspect AC angle structures with a gonioscope to ensure that a good view is available at the nasal implant location. Identify the 3 targets approximately 2 clock hours apart for best implantation of the stents. See Figure 4.

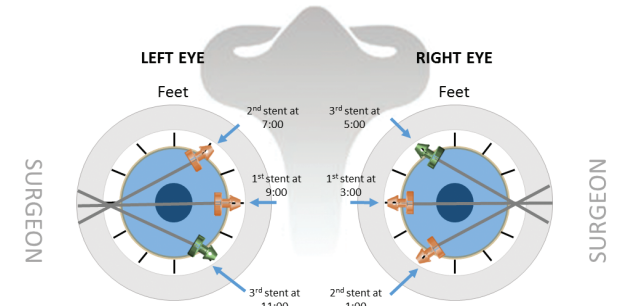


Figure 4. iStent infinite Implant Location

- a. After visualization of the trabecular meshwork, the Tyvek® tray lid containing the iStent infinite system should be opened and presented to the user. The device should be handled in the sterile field. Caution: Do not use the device if the Tyvek lid has been opened or if the packaging appears damaged. In such cases, the sterility of the device may be compromised.
- b. Remove the Stent Delivery Button Lock from the injector. Hold the injector as shown in Figure 5a with your index finger comfortably on the Stent Delivery Button and within reach of the Singulator. Hold the injector as shown in Figure 5b with your index finger comfortably on the Stent Delivery Button and within reach of the Singulator

Stent Placement – 2 + 1 Technique for Right-Handed Surgeon

4. iStent infinite Implant Location

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Figure 5a. Hand position on injector when pressing Stent Delivery Button



Figure 5b. Hand position on injector when pressing Singulator

- a. Prepare for and perform surgery
 - i. Standard ophthalmic surgery techniques should be used to prepare the patient and the eye.
 - ii. Make a clear corneal incision of adequate length to allow entry of the introducer tip of the injector into the anterior chamber. Recommended incision location is the temporal peripheral cornea for either eye.
 - iii. Ophthalmic viscoelastic (cohesive) should be used to form the anterior chamber, as necessary. Deepen the anterior chamber by injecting with viscoelastic as needed, being careful not to overinflated.
- b. The iStent infinite injector insertion steps are as follows:
 - i. With the gonioscope removed from the cornea, insert the injector introducer tip through the clear corneal incision into the anterior chamber, and advance it to the pupillary margin toward the targeted trabecular meshwork tissue (i.e., the *ab interno* approach). Take care to avoid contact with the lens, iris, or cornea.
 - ii. Place the gonioscope on the cornea and position the patient and surgical microscope as needed to visualize the trabecular meshwork through the gonioscope on the nasal side of the eye. Focus on the landmarks in the angle of the eye (Figures 6a & 6b). Look up from the iris root to find the scleral spur (white line). Then look for Schwalbe's line (white line) down from the cornea. The trabecular meshwork (typically a red/brown line) is between the scleral spur and Schwalbe's line. Schlemm's canal is behind the trabecular meshwork.

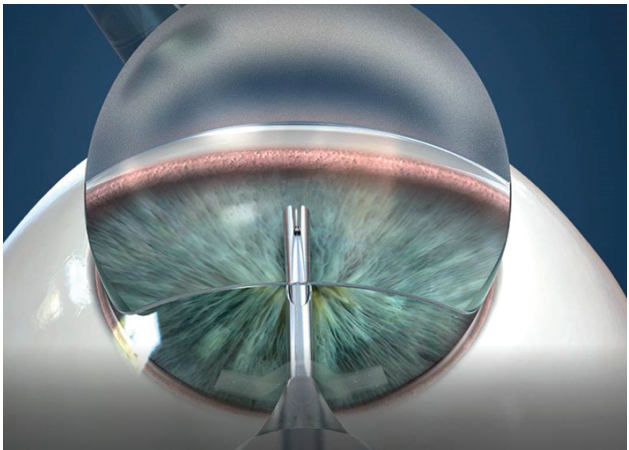


Figure 6a. iStent infinite Implant Site

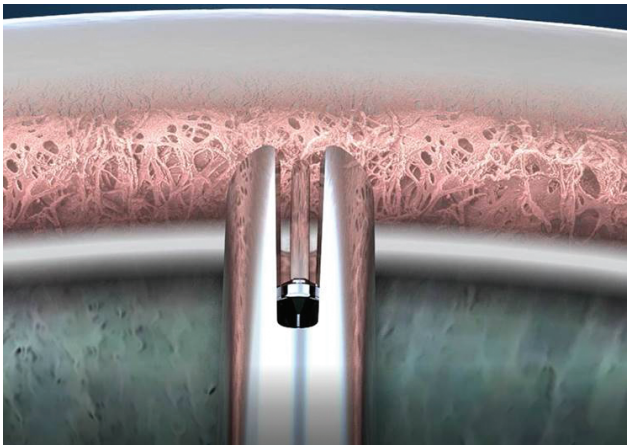


Figure 6b. iStent infinite Implant Site

- a. Advance the injector tip towards the TM; the introducer will auto-retract and expose the insertion tube and trocar tip. Prior to targeting the implantation site, confirm through the window that the stent is in position. Advance the insertion tube containing the trocar towards the TM (just above the scleral spur) and penetrate the trocar tip through the center of the TM. The trocar is used to not only penetrate the TM, but will remain in the tissue to act as an axial guide for the stent as the stent traverses over the trocar through to Schlemm's canal.
- d. Gently hold the insertion tube against the TM and apply appropriate pressure to slightly indent or "dimple" the tissue (tissue should stretch just enough to form a "Y" when pressing on the TM); see Figure 7.

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- d. Gently hold the insertion tube against the TM and apply appropriate pressure to slightly indent or "dimple" the tissue (tissue should stretch just enough to form a "Y" when pressing on the TM); see Figure 7.

8. iStent infinite Implant Sites

5. At the end of the procedure, the following should be performed:

a. Irrigate the anterior chamber with balanced salt solution (BSS) through the corneal wound manually, or with automated irrigation/aspiration to remove viscoelastic and refluxed blood. Repeat as needed until all viscoelastic has been removed.

b. Inflate the anterior chamber with saline solution as needed to achieve physiologic pressure.

c. Hydrate the wound and ensure that the corneal incision is sealed, and place 10-0 nylon suture if needed.

d. Dispose of the injector in a sharps container.

Step 1. Approach the tissue

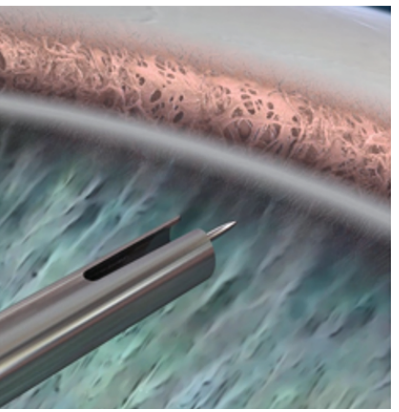
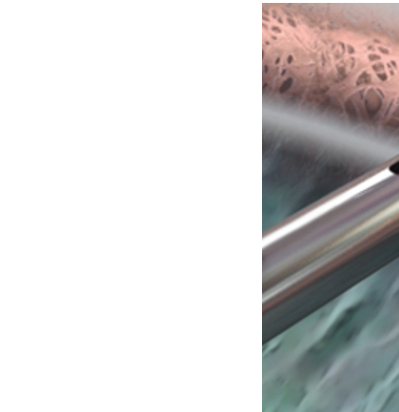


Figure 7. iStent infinite rethreading of stent (left) and flush technique (right)

Step 2. Penetrate the tissue with trocar



Step 3. Lightly dimple TM, hold steady and deploy stent. Hold button while slowly pulling injector straight back

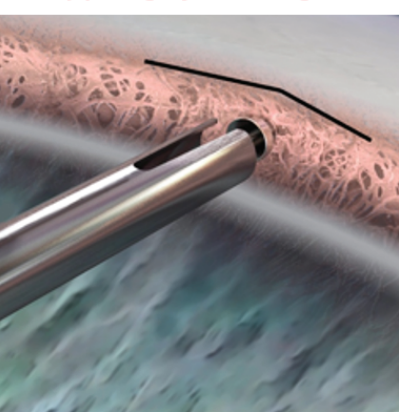


Figure 9. iStent infinite rethreading of stent (left) and flush technique (right)

Step 4. iStent infinite Implant Sites

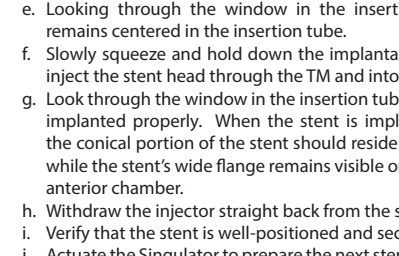


Figure 10. iStent infinite Implant Sites

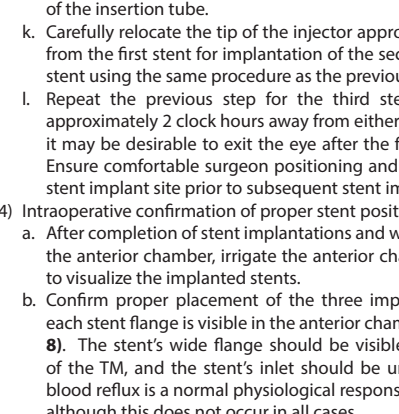


Figure 11. iStent infinite Implant Sites

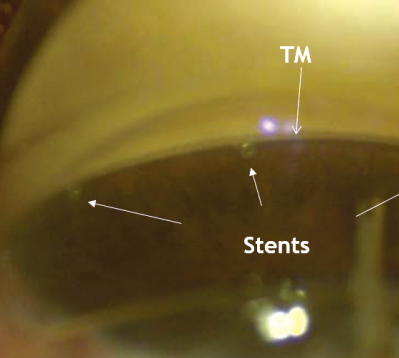


Figure 12. iStent infinite Implant Sites

- a. Irrigate the anterior chamber with balanced salt solution (BSS) through the corneal wound manually, or with automated irrigation/aspiration to remove viscoelastic and refluxed blood. Repeat as needed until all viscoelastic has been removed.
- b. Inflate the anterior chamber with saline solution as needed to achieve physiologic pressure.
- c. Hydrate the wound and ensure that the corneal incision is sealed, and place 10-0 nylon suture if needed.
- d. Dispose of the injector in a sharps container.

8. iStent infinite Implant Sites

5. At the end of the procedure, the following should be performed:

a. Irrigate the anterior chamber with balanced salt solution (BSS) through the corneal wound manually, or with automated irrigation/aspiration to remove viscoelastic and refluxed blood. Repeat as needed until all viscoelastic has been removed.

b. Inflate the anterior chamber with saline solution as needed to achieve physiologic pressure.

c. Hydrate the wound and ensure that the corneal incision is sealed, and place 10-0 nylon suture if needed.

d. Dispose of the injector in a sharps container.

Important Notes:

- If a stent is under implanted and remains on the trocar, do not actuate the singulator; re-attempt stent implantation in the nearest available trabecular meshwork tissue (within 1/2 clock hour away); see Figure 9
- If a stent is under implanted and remains on the trocar and the singulator was then actuated (i.e., two stents visible on the trocar), use an alternative "flush technique" procedure to re-attempt stent implantation in the nearest available trabecular meshwork tissue (within 1/2 clock hour away); see Figure 9.
- If a stent is under implanted and **does not** remain on trocar, the stent can be "rethreaded" by placing the trocar through the central inlet (Figure 9). Use the appropriate tissue pressure technique, "dimple technique" if one stent is on the trocar or the "flush technique" if two stents are visible on the trocar.

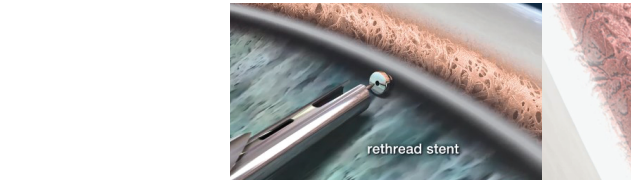


Figure 9. iStent infinite rethreading of stent (left) and flush technique (right)

- Rethreading can be considered if the surgeon prematurely releases a stent prior to engaging the trocar with the trabecular meshwork.
- In the event that the first injector does not deliver three stents successfully, confirm that the number of stents implanted is less than three (3) before utilizing a second injector. Perform the following steps:
 - i. Inspect the micro-insertion tube under the surgical microscope and verify that at least one stent remains within the injector, or verify that at least one stent has been retrieved from the eye.
 - o After successful delivery of 3 stents, do not attempt delivery of any additional stents remaining in the second injector.

Postoperative Instructions

1. Patients should be managed postoperatively for IOP increases that may occur in the early postoperative period as a possible sequela in patients with glaucoma. Additionally, monitor the patient postoperatively and consider an appropriate treatment regimen to reduce intraocular pressure if needed.
2. Gonioscopy should be performed to assess the iStent infinite stent position postoperatively.
3. Ultrasound biomicroscopy (UBM) is a useful adjunctive diagnostic aid in case of poor visualization of stents via gonioscopy.
4. Variations in gonioscopic visualization and limitations of UBM may prevent localization of a stent. However, in the absence of clinical sequelae, device adjustment or removal is not recommended.
5. It is highly recommended that Glaukos be contacted prior to postoperative device removal.

Postoperative Retrieval of a Stent

If the surgeon determines that an instrument is required to recapture a stent after the procedure, micro forceps of the surgeon's choice can be used by the surgeon as follows:

1. Prep the patient as one would for stent implantation surgery.
2. Re-open the eye at the preferred location to reach the stent. A clear corneal incision measuring approximately 1.5 mm in length is recommended.
3. Use cohesive viscoelastic to inflate the anterior chamber to create access to the stent's location, move the stent away from a delicate structure if loose, and/or protect intraocular tissues.
4. Use a gonioscope if needed to visualize the location of the stent in the anterior chamber.

5. Insert a micro forceps device through the corneal incision and grasp the stent in a convenient and secure manner before removing the stent from the anterior chamber.
6. Irrigate the anterior chamber with balanced salt solution (BSS) through the corneal wound to remove all viscoelastic. Press down on the posterior edge of the incision as needed to facilitate complete removal of viscoelastic. Repeat as needed until all viscoelastic has been removed.
7. Inflate the anterior chamber with saline solution as needed to achieve normal physiologic pressure.
8. Ensure that the corneal incision is sealed.

ADVERSE EVENT REPORTING

Adverse events and/or potentially sight-threatening complications that may reasonably be regarded as device related must be reported to Glaukos Corporation at:

U.S. Toll Free Phone Number: 1-800-GLAUKOS (452-8567)
Alternate Phone Number: 949-367-9600

Fax Number: 949-297-4540

9. HOW SUPPLIED

The iStent infinite System is for single use only and is supplied as follows: Three stents are preloaded within the single-use injector system, and the system is provided sterile and non-pyrogenic in a Tyvek tray. Each stent system is individually serialized, and the serial number is provided on the tray lid and unit carton. The system has been sterilized by gamma radiation.

10. STORAGE REQUIREMENTS

The device should be stored at room temperature in the range of 15-30° C.

11. EXPIRATION DATE

The expiration date on the device packaging (Tyvek tray lid) is the sterility expiration date. In addition, there is a sterility expiration date that is clearly indicated on the outside of the unit carton. Sterility is assured if the tray seal is not punctured or damaged before the expiration date. This device should not be used past the indicated sterility expiration date. Do not resterilize.

12. RETURN GOODS POLICY

Please contact Glaukos Corporation.

13. ISTENT INFINITE SYSTEM – PIVOTAL CLINICAL TRIAL RESULTS

A prospective, multi-center, single arm, open-label, clinical trial was conducted at 15 sites in the U.S. (14) and the Philippines (1) to evaluate the safety and effectiveness of the iStent infinite in glaucoma subjects where previous filtering or ciliabative procedures failed. Sixty-one subjects were implanted with the iStent infinite and 12-month data were collected. In this clinical investigation a medication washout was not performed.

Subject Accountability

Sixty subjects (60/61 or 98.4%) completed the 12-month visit. One subject died due to respiratory failure unrelated to treatment prior to the Month 12 visit.

Demographics and Preoperative Characteristics

The mean age of subjects was 71.7 years and there were 28 males (28/61 or 45.9%) and 33 females (33/61 or 54.1%). Thirty-seven (37/61 or 60.7%) subjects were White, 15 (15/61 or 24.6%) were Black, 6 (6/61 or 9.8%) were Asian; race was not reported for 3 (3/61 or 4.9%) subjects. Eleven subjects (11/61 or 18.0%) had ethnicity reported as Hispanic or Latino. Fifty-five subjects were diagnosed with primary open angle glaucoma (POAG), 3 subjects had pseudoexfoliative glaucoma, and 3 subjects had pigmentary glaucoma. All 61 subjects had undergone prior filtering or ciliabative glaucoma procedures. Preoperatively, the mean visual field mean deviation (MD) score was -15.1 (SD 8.56) dB. Twenty-two subjects at screening had severe mean VF scores of worse than -20 dB. The other subjects' visual fields ranged from -20 dB to -12 dB (n = 15) and -12 dB to 0 dB (n=24).

The mean medicated IOP at baseline was 23.5 (SD 2.8) mmHg. At baseline, subjects were using a mean of 3.0 (± 0.9) ocular hypotensive medications, with 19 (19/61 or 31.1%) on 2 or fewer medications and 42 (42/61 or 68.9%) on 3 or more medications.

Operative Parameters and Intraoperative Ocular Adverse Events

Operative parameters are summarized in Table 1. All 61 eyes (61/61 or 100%) were implanted with 3 stents. Overall, in the vast majority (56/61 or 91.8%) of surgeries, only one injector was used to implant iStent infinite. The vast majority of subjects (91.8% n = 56/61) reported no issues with implantation. In the 5 eyes with implantation issues, a second injector was required (for four participants, the second stent did not advance in the first injector, and in another participant, the third stent did not advance in the first injector, and there was also head movement noted). There were no untoward safety findings attributed to the use of second injectors.

Table 1

Operative Parameters

ITT Population	N = 61 Subjects	
	Number	Percent
# of Stents Implanted	1 Stent	0 (0.0%)
	2 Stents	0 (0.0%)
	3 Stents	61 (100.0%)
# of Injectors Used	1	56 (91.8%)
	2	5 (8.2%)
Implantation Issues	Yes	5 (8.2%)
	No	56 (91.8%)

% = 100 x (n ÷ N)

No intraoperative adverse events were reported as shown in Table 2. There were no cases in which stent implantation was attempted and 0 stents were implanted (i.e., failure to implant 3 stents).

Table 2

Intraoperative Ocular Adverse Events in the Study Eye

Safety Population

Intraoperative Adverse Event	N = 61	
	Number of Reports	Number (Percent) of Subjects with Event
Choroidal effusion	0	0 (0.0%)
Choroidal hemorrhage	0	0 (0.0%)
Cyclodialysis cleft	0	0 (0.0%)
Device malfunction identified after entry of the injector system into the eye but prior to contact with the target tissue	0	0 (0.0%)
Failure to implant three stents	0	0 (0.0%)
Flat anterior chamber requiring anterior chamber reformation	0	0 (0.0%)
Inadvertent perforation of the sclera	0	0 (0.0%)
Lens trauma/IOL scratched	0	0 (0.0%)
Lens/IOL dislocation	0	0 (0.0%)
Loss of stent in eye	0	0 (0.0%)
Significant capsular bag tear/rupture resulting in vitreous loss or prolapse	0	0 (0.0%)
Significant corneal injury	0	0 (0.0%)
Significant hyphema (i.e., >= 10% of anterior chamber)	0	0 (0.0%)
Significant iris damage	0	0 (0.0%)
Total	0	0 (0.0%)

Postoperative Ocular Adverse Events

There were no unanticipated adverse device effects. There were no serious ocular adverse events. There were no reports of corneal decompensation, choroidal effusion, choroidal hemorrhage, hypotony maculopathy, deep stents ("buried" in the trabecular meshwork) that were not visible at the last three scheduled visits of the study, stent explantation, stent dislocation, or stent repositioning. Approximately half of the study eyes (30/61 or 49.2%) had no reports of AEs.

A list of AEs reported and the associated rates are provided in Table 3.

Table 3

Postoperative Ocular Adverse Events in the Study Eye

(Sorted Alphabetically) Safety Population

cision and grasp the stent from the

ing (BSS) through the posterior edge of the viscoelastic. Repeat as needed to achieve normal

g complications that are reported to Glaukos

Each stent system is on the tray lid and unit

on.

range of 15-30° C.

is the sterility expiration



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8. **Electronic Manuscripts/Images:** It is the customer's responsibility to maintain a copy of the original file. Robinson Printing is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by Robinson Printing, no claims or promises are made about Robinson Printing's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.
9. **Alterations/Corrections:** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at Robinson Printing's current rates.
10. **Prepress Proofs:** Robinson Printing will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to Robinson Printing on a "master set" marked "O.K.," "O.K. With Corrections" or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. Robinson Printing will not be responsible for undetected production errors if:
 - Proofs are not required by the customer
 - The work is printed per the customer's OK
 - Requests for changes are communicated verbally
11. **Press Proofs:** Press proofs will not be furnished unless they have been required in writing in Robinson Printing's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during make-ready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at Robinson Printing's current rates.
12. **Color Proofing:** Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.
13. **Overruns/Underruns:** Overruns or underruns will not exceed 10 percent of the quantity ordered. Robinson Printing will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.
14. **Customer's Property:** Robinson Printing will only maintain fire and extended coverage on property belonging to the customer while the property is in Robinson Printing's possession. Robinson Printing's liability for such property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing and if the premium is paid to Robinson Printing.
15. **Delivery:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Robinson Printing's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, Robinson Printing will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to Robinson Printing or from the customer's supplier to Robinson Printing are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.
16. **Production Schedules:** Production schedules will be established and followed by both the customer and Robinson Printing. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of Robinson Printing. In such cases, schedules will be extended by an amount of time equal to the delay incurred.
17. **Customer-Furnished Materials:** Materials furnished by customers or their suppliers are verified by delivery tickets. Robinson Printing bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by Robinson Printing. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by Robinson Printing without alteration or repair. Items not meeting this requirement will be repaired by the customer or by Robinson Printing at Robinson Printing's current rates.
18. **Outside Purchases:** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.
19. **Terms/Claims/Liens:** Payment is cash in advance or whatever has been agreed to between customer and provider. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, Robinson Printing and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that Robinson Printing's performance has fully satisfied all terms, conditions, and specifications. Robinson Printing's Liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, Robinson Printing has the right to hold and place a lien on all customer property in Robinson Printing's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.
20. **Liability:** (1) *Disclaimer of Express Warranties.* Robinson Printing warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. (2) *Disclaimer of Implied Warranties.* Robinson Printing warrants only that the work will conform to the description contained in the purchase order. Robinson Printing's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will Robinson Printing be liable for specific, individual, or consequential damages.
21. **Indemnification:** The customer agrees to protect Robinson Printing from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold Robinson Printing harmless and save, indemnify, and otherwise defend Robinson Printing against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.
 - (1) *Copyrights.* The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold Robinson Printing harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.
 - (2) *Personal or Economic Rights.* The customer also warrants that the work does not contain anything that is libelous or scandalous or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend Robinson Printing in all legal actions on these grounds as long as Robinson Printing:
 - Promptly notifies the customer of legal action.
 - Gives the customer reasonable time to undertake and conduct a defense.Robinson Printing reserves the right to use its sole discretion in refusing to print anything Robinson Printing deems libelous, scandalous, improper, or infringing on copyright law.
22. **Storage:** Robinson Printing will retain intermediate materials used until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. Robinson Printing is not liable for any loss or damage to stored material beyond what is recoverable by Robinson Printing's fire and extended insurance coverage.
23. **Taxes:** All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse Robinson Printing for any additional taxes paid.
24. **Telecommunications** Unless otherwise agreed, the customer will pay for all transmission charges. Robinson Printing is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.