FORM 10-Q

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Quarterly Report Under Section 13 or 15(d) of the Securities
Exchange Act of 1934

For the quarter ended: September 27, 2003 Commission File Number: 1-10730

HAEMONETICS CORPORATION

(Exact name of registrant as specified in its charter)

Massachusetts	04-2882273
(State or other jurisdiction of incorporation or organization)	I.R.S. Employer Identification No.)

400 Wood Road, Braintree, MA 02184
(Address of principal executive offices)

Registrant's telephone number, including area code: (781) 848-7100

Indicate by check mark whether the registrant (1.) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) (2.) has been subject to the filing requirements for at least the past 90 days.

Yes X No

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act.)

Yes X No

The number of shares of $.01 par value common stock outstanding as of September 27, 2003:
24,213,005

HAEMONETICS CORPORATION
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PART I. FINANCIAL INFORMATION

ITEM 1. Financial Statements

HAEMONETICS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
(Unaudited - in thousands, except share data)

	Three Months Ended		Six Months Ended	
	September 27, 2003	September 28, 2002	September 27, 2003	September 28, 2002
Net revenues	$87,488	$87,025	$175,771	$168,960
Cost of goods sold	46,108	48,135	94,805	91,423
Gross profit	41,380	38,890	80,966	77,537
Operating expenses:				
Research and development.	4,622	5,110	9,619	10,049
Selling, general and administrative	27,852	23,954	54,255	47,970
Total operating expenses	32,474	29,064	63,874	58,019
Operating income	8,906	9,826	17,092	19,518
Interest expense	(767)	(870)	(1,553)	(1,747)
Interest income	186	345	469	786
Other income, net	261	525	364	1,088
Income before provision for income taxes	8,586	9,826	16,372	19,645
Provision for income taxes	3,091	3,046	5,894	6,090
Net income...	$ 5,495	$ 6,780	$ 10,478	$ 13,555
Basic earnings per common share	$ 0.23	$ 0.28	$ 0.43	$ 0.54
Diluted earnings per common share	$ 0.23	$ 0.27	$ 0.43	$ 0.53
Weighted average shares outstanding				
Basic	24,120	24,642	24,092	24,980
Diluted	24,327	25,163	24,276	25,642

The accompanying notes are an integral part of these consolidated financial statements.

HAEMONETICS CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in thousands, except share data)

	September 27, 2003	March 29, 2003
	(unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 66,771	$ 49,885
Accounts receivable, less allowance of $1,536 at September 27, 2003 and $1,449 at March 29, 2003	84,162	77,913
Inventories	58,726	65,805
Current investment in sales type leases, net	2,229	2,681
Deferred tax asset	18,247	17,307
Prepaid expenses and other current assets	11,434	9,664
Total current assets	241,569	223,255
Total property, plant and equipment	258,690	244,499
Less: accumulated depreciation	177,345	160,512
Net property, plant and equipment	81,345	83,987
Other assets:		
Investment in sales type leases, net (long term)	2,552	2,968
Other intangibles, less amortization of $4,664 at September 27, 2003 and $3,753 at March 29, 2003	25,619	26,339
Goodwill, net	16,639	16,010
Deferred tax asset, net	3,022	2,954
Other long term assets	3,641	3,695
Total other assets	51,473	51,966
Total assets	$374,387	$359,208
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Notes payable and current maturities of long term debt	$ 38,388	$ 39,005
Accounts payable	13,682	13,677
Accrued payroll and related costs	13,993	11,930
Accrued income taxes	7,035	12,093
Other accrued liabilities	25,842	23,670
Total current liabilities	98,940	100,375
Long term debt, net of current maturities	31,389	31,612
Other long term liabilities	4,210	3,984
Stockholders' equity:		
Common stock, $0.01 par value; Authorized - 80,000,000 shares; Issued - 31,808,940 shares at September 27, 2003 and 31,664,849 shares at March 29, 2003	318	317
Additional paid in capital	111,232	108,770
Retained earnings	303,449	292,971
Accumulated other comprehensive loss	(10,472)	(13,486)
Stockholders' equity before treasury stock	404,527	388,572
Less: Treasury stock at cost - 7,595,935 shares at September 27, 2003 and 7,626,096 shares at March 29, 2003	164,679	165,335
Total stockholders' equity	239,848	223,237
Total liabilities and stockholders' equity	$374,387	$359,208

The accompanying notes are an integral part of these consolidated financial statements.

HAEMONETICS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
(unaudited, in thousands)

	Common Stock		Additional Paid in	Treasury	Retained	Accumulated Other Comprehensive	Total Stockholders'	Comprehensive
	Shares	$'s	Capital	Stock	Earnings	Loss	Equity	Income
Balance, March 29, 2003	31,665	$317	$108,770	($165,335)	$292,971	($13,486)	$223,237	
Employee stock purchase plan			(202)	656			454	
Exercise of stock options and related tax benefit	144	1	2,664				2,665	
Purchase of treasury stock								
Net income					10,478		10,478	$10,478
Foreign currency translation adjustment						4,528	4,528	4,528
Unrealized loss on derivatives						(1,514)	(1,514)	(1,514)
Comprehensive income								$13,492
Balance, September 27, 2003	31,809	$318	$111,232	($164,679)	$303,449	($10,472)	$239,848	

The accompanying notes are an integral part of these unaudited consolidated financial statements.

HAEMONETICS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited- in thousands)

	Six Months Ended	
	September 27, 2003	September 28, 2002
Cash Flows from Operating Activities:		
Net income	$10,478	$ 13,555
Adjustments to reconcile net income to net cash provided by operating activities:		
Non cash items:		
Depreciation and amortization	15,603	14,253
Deferred tax benefit	(86)	(330)
Tax benefit related to the exercise of stock options	290	470
Unrealized gain from hedging activities	(48)	(794)
Change in operating assets and liabilities:		
Increase in accounts receivable - net	(2,472)	(10,213)
Decrease (increase) in inventories	3,624	(8,888)
Decrease in sales type leases (current)	535	368
(Increase) decrease in prepaid income taxes	(1,186)	402
(Increase) decrease in other assets and other long term liabilities	(180)	169
Increase (decrease) in accounts payable and accrued payroll	1,485	(724)
(Decrease) increase in accrued taxes	(5,259)	4,125
Decrease in accrued expenses	(26)	(336)
Net cash provided by operating activities	22,758	12,057
Cash Flows from Investing Activities:		
Purchases of available-for-sale investments		(11,670)
Gross proceeds from sale of available-for-sale investments		44,306
Capital expenditures on property, plant and equipment, net of retirements and disposals	(5,234)	(3,172)
Performance milestone payment to acquired software development company	(1,020)	0
Net decrease in sales type leases (long term)	535	22
Net cash (used in) provided by investing activities	(5,719)	29,486
Cash Flows from Financing Activities:		
Payments on long term real estate mortgage	(205)	(189)
Net (decrease) increase in short-term revolving credit agreements	(3,105)	4,628
Employee stock purchase plan purchases	454	361
Exercise of stock options	2,374	3,027
Purchase of treasury stock		(41,033)
Net cash used in financing activities	(482)	(33,206)
Effect of exchange rates on cash and cash equivalents	329	365
Net increase in cash and cash equivalents	16,886	8,702
Cash and cash equivalents at beginning of period	49,885	34,913
Cash and cash equivalents at end of period	$66,771	$ 43,615
Non-cash investing and financing activities:		
Transfers from inventory to fixed assets for placements of Haemonetics equipment	$ 4,266	$ 6,843
Reclassifications from long-term credit agreements to short term credit agreements	$ 0	$ 2,579
Supplemental disclosures of cash flow information:		
Interest paid	$ 1,414	$ 1,620
Income taxes paid	$12,330	$ 1,270

HAEMONETICS CORPORATION AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

1. BASIS OF PRESENTATION

Our accompanying unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles ("GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of our management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. All significant intercompany transactions have been eliminated. Operating results for the six month period ended September 27, 2003 are not necessarily indicative of the results that may be expected for the full fiscal year ending April 3, 2004. For further information, refer to the audited consolidated financial statements and footnotes included in our annual report on Form 10-K for the fiscal year ended March 29, 2003.

Certain amounts in the prior year financial statements have been reclassified to conform to the fiscal year 2004 presentation.

Our fiscal year ends on the Saturday closest to the last day of March. Fiscal year 2004 includes 53 weeks with the first three quarters of the fiscal year including 13 weeks and the fourth quarter of fiscal 2004 including 14 weeks. Fiscal year 2003 included 52 weeks with all four quarters including 13 weeks.

2. EARNINGS PER SHARE

The following table provides a reconciliation of the numerators and denominators of the basic and diluted earnings per share computations, as required by SFAS No. 128, "Earnings Per Share." Basic EPS is computed by dividing reported earnings available to stockholders by weighted average shares outstanding. Diluted EPS includes the effect of potential dilutive common shares.

	For the three months ended	
	September 27, 2003	September 28, 2002
	(in thousands, except per share	
Basic EPS		
Net income	$ 5,495	$ 6,780
Weighted average shares	24,120	24,642
Basic earnings per share	$ 0.23	$ 0.28
Diluted EPS		
Net income	$ 5,495	$ 6,780
Basic weighted average shares	24,120	24,642
Effect of stock options	207	521
Diluted weighted average shares	24,327	25,163
Diluted earnings per share	$ 0.23	$ 0.27

	For the six months ended	
	September 27, 2003	September 28, 2002
	(in thousands, except per share amounts)	
Basic EPS		
Net income	$10,478	$13,555
Weighted average shares	24,092	24,980
Basic earnings per share	$ 0.43	$ 0.54
Diluted EPS		
Net income	$10,478	$13,555
Basic weighted average shares	24,092	24,980
Effect of stock options	184	662
Diluted weighted average shares	24,276	25,642
Diluted earnings per share	$ 0.43	$ 0.53

3. STOCK BASED COMPENSATION

Effective in the fourth quarter of fiscal 2003, we adopted the disclosure only provisions for employee stock based compensation under Statement of Financial Accounting Standards (SFAS) No. 148, "Accounting for Stock Based Compensation - Transition and Disclosure," and will continue to account for employee stock based compensation using the intrinsic value method under Accounting Principles Board Opinion No. 25 ("APB No. 25").

At the date of grant, the exercise price of our employee stock options equals the market price of the underlying stock. Therefore, under the intrinsic value method no accounting recognition is given to options granted to employees and directors until the options are exercised. Upon exercise, net proceeds, including tax benefits realized, are credited to equity. The compensation cost for options granted to consultants is recorded at fair value in accordance with Emerging Issues Task Force "EITF" issue 96-18, "Accounting for Equity Instruments That are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services."

Had compensation costs under our stock based compensation plans been determined based on the fair value model of Statement of Financial Accounting Standards (SFAS) 123 "Accounting for Stock Based

Compensation," the effect on our earnings per share would have been as follows:

	For the three months ended September 27, 2003	September 28, 2002
	(in thousands, except per share amounts)	
Net income (as reported):	$ 5,495	$ 6,780
Deduct: Total stock based compensation expense determined under the fair value method for all awards, net of tax	$(1,200)	$(1,850)
Pro Forma Net Income:	$ 4,295	$ 4,930
Earnings per share:		
Basic		
As Reported	$ 0.23	$ 0.28
Pro forma	$ 0.18	$ 0.20
Diluted		
As Reported	$ 0.23	$ 0.27
Pro forma	$ 0.18	$ 0.20

	For the six months ended September 27, 2003	September 28, 2002
	(in thousands, except per share amounts)	
Net income (as reported):	$10,478	$13,555
Deduct: Total stock based employee compensation expense determined under the fair value method for all awards, net of tax	$(2,680)	$(3,951)
Pro Forma Net Income:	$ 7,798	$ 9,604
Earnings per share:		
Basic		
As Reported	$ 0.43	$ 0.54
Pro forma	$ 0.32	$ 0.38
Diluted		
As Reported	$ 0.43	$ 0.53

Pro forma	$ 0.32	$ 0.38

HAEMONETICS CORPORATION AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS continued

4. ACCOUNTING FOR SHIPPING AND HANDLING COSTS

Shipping and handling costs are included in costs of goods sold with the exception of $1.2 million and $1.3 million for the three months ended September 27, 2003 and September 28, 2002, respectively and $2.5 million and $2.6 million for the six months ended September 27, 2003 and September 28, 2002, respectively. We include these costs in selling, general and administrative expenses.

5. FOREIGN CURRENCY

We enter into forward exchange contracts to hedge the anticipated cash flows from forecasted foreign currency denominated revenues, principally Japanese Yen and Euro. The purpose of our hedging strategy is to lock in foreign exchange rates for twelve months to minimize, for this period of time, the unforeseen impact on our results of operations of fluctuations in foreign exchange rates. We also enter into forward contracts that settle within 35 days to hedge certain inter-company receivables denominated in foreign currencies. These derivative financial instruments are not used for trading purposes. The cash flows related to the gains and losses on these foreign currency hedges are classified in the consolidated statements of cash flows as part of cash flows from operating activities.

6. PRODUCT WARRANTIES

We provide a warranty on parts and labor for one year after the sale and installation of each device. We also warrant our disposable products through their use or expiration. We estimate our potential warranty expense based on our historical warranty experience, and we periodically assess the adequacy of our warranty accrual and make adjustments as necessary.

	For the three months ended	
	September 27, 2003	September 28, 2002
	(in thousands)	
Warranty accrual as of the beginning of the period	$ 722	$ 800
Provision related to preexisting warranties		375
Warranty Provision	156	648
Warranty Spending	(226)	(398)
Warranty accrual as of the end of the period	$ 652	$1,425

HAEMONETICS CORPORATION AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS continued

	For the six months ended September 27, 2003	September 28, 2002
	(in thousands)	
Warranty accrual as of the beginning of the period	$1,056	$ 800
Provision related to preexisting warranties		375
Warranty Provision	314	831
Warranty Spending	(718)	(581)
Warranty accrual as of the end of the period	$ 652	$1,425

7. COMPREHENSIVE INCOME

Comprehensive income is the total of net income and all other non-owner changes in stockholders' equity. For us, all other non owner changes are primarily foreign currency translation and the changes in fair value associated with our outstanding cash flow hedge contracts.

(In thousands)	Three Months Ended September 27, 2003	September 28, 2002
Net income	$ 5,495	$ 6,780
Other comprehensive income:		
Foreign currency translation	721	(622)
Unrealized (losses) gains on cash flow hedges, net of tax	(2,172)	1,131
Reclassifications into earnings of cash flow hedge losses, net of tax	940	761
Comprehensive income	$ 4,984	$ 8,050

HAEMONETICS CORPORATION AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS continued

(In thousands)	Six Months Ended September 27, 2003	Six Months Ended September 28, 2002
Net income	$10,478	$13,555
Other comprehensive income:		
Foreign currency translation	4,528	4,787
Unrealized loss on cash flow hedges, net of tax	(4,336)	(4,928)
Reclassifications into earnings of cash flow hedge losses, net of tax	2,822	333
Comprehensive income	$13,492	$13,747

8. INVENTORIES

Inventories are stated at the lower of cost or market and include the cost of material, labor and manufacturing overhead. Cost is determined on the first-in, first-out method.

Inventories consist of the following:

	September 27, 2003	March 29, 2003
	(in thousands)	
Raw materials	$13,574	$17,037
Work in process	4,700	$4,597
Finished goods	40,452	$44,171
	$58,726	$65,805

HAEMONETICS CORPORATION AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS continued

9. ACQUIRED INTANGIBLE ASSETS

As of September 27, 2003

	Gross Carrying Amount (in thousands)	Accumulated Amortization (in thousands)	Weighted Average Useful Life (in years)
Amortized Intangibles			
Patents	$ 6,371	$ 1,357	14
Other technology	11,752	1,542	15
Customer contracts and related relationships	11,674	1,765	15
Subtotal	$29,797	$ 4,664	15
Indefinite Life Intangibles			
Trade name	486		Indefinite
Total Intangibles	$30,283	$ 4,664	

As of March 29, 2003

	Gross Carrying Amount (in thousands)	Accumulated Amortization (in thousands)	Weighted Average Useful Life (in years)
Amortized Intangibles			
Patents	$ 6,371	$ 1,119	14
Other technology	11,746	1,274	15
Customer contracts and related relationships	11,498	1,360	15
Subtotal	$29,615	$ 3,753	15
Indefinite Life Intangibles			
Trade name	477		Indefinite
Total Intangibles	$30,092	$ 3,753	

The only change to the net carrying value of our intangible assets from March 29, 2003 to September 27, 2003 was amortization expense and the effect of rate changes in the translation of the intangibles contained in the financial statement of our Canadian subsidiary.

Aggregate amortization expense for amortized other intangible assets for both the six months ended September 27, 2003 and September 28, 2002 was $0.9 million. Additionally, expected future amortization expenses on other intangible assets for each of the succeeding five fiscal years approximate $1.7 million.

10. GOODWILL

The change in the carrying amount of our goodwill during the six months ended September 27, 2003 is as follows (in thousands):

Carrying amount as of March 29, 2003	$16,010
Effect of change in rates used for translation	629
Carrying amount as of September 27, 2003	$16,639

11. COMMITMENTS AND CONTINGENCIES

We are presently engaged in various legal actions, and although ultimate liability cannot be determined at the present time, we believe, based on consultation with counsel, that any such liability will not materially affect our consolidated financial position or our results of operations.

12. SEGMENT INFORMATION

Segment Definition Criteria

We manage our business on the basis of one operating segment: the design, manufacture and marketing of automated blood processing systems. Our chief operating decision maker uses consolidated results to make operating and strategic decisions. Manufacturing processes, as well as the regulatory environment in which we operate, are largely the same for all product lines.

Product and Service Segmentation

Our principal product offerings include blood bank, red cell, surgical and plasma collection products.

The blood bank products include machines, single use disposables and solutions that perform "apheresis," (the automated separation of whole blood into its components and subsequent collection of certain components, including platelets and plasma), as well as the washing of red blood cells for certain procedures. In addition, the blood bank product line includes solutions used in non-apheresis applications.

The main devices used for these blood component processes are the MCS(R)+ 9000 mobile collection system and the ACP(R) 215 automated cell processing system.

Red cell products include machines and single use disposables and solutions that perform apheresis for the collection of red blood cells. Devices used for the collection of red blood cells are the MCS(R)+ 8150 and the MCS(R)+ 9000 mobile collection systems.

Surgical products include machines and single use disposables that perform surgical blood salvage in orthopedic and cardiovascular surgical applications. Surgical blood salvage is a procedure whereby shed blood is collected, cleansed and made available to be transfused back to the patient. The devices used in the surgical area are the OrthoPAT? and the Cell Saver(R) autologous blood recovery systems.

Plasma collection products are machines, disposables and solutions that perform apheresis for the collection of plasma. The devices used in automated plasma collection are the PCS(R)2 plasma collection system and the Superlite(TM).

Other includes revenue generated from equipment repairs performed under preventive maintenance contracts or emergency service billings and miscellaneous sales, including revenue from our software division, Fifth Dimension. Fifth Dimension provides information management products and services to plasma collectors and fractionators.

Three months ended (in thousands)

	Blood Bank	Red Cells	Surgical	Plasma	Other	Total
September 27, 2003						
Revenues from external customers	$27,869	5,166	17,950	31,599	4,904	$87,488
September 28, 2002						
Revenues from external customers	$29,203	3,737	17,963	31,563	4,559	$87,025

Six months ended (in thousands)

	Blood Bank	Red Cells	Surgical	Plasma	Other	Total
September 27, 2003						
Revenues from external customers	$55,460	9,845	38,320	61,840	10,306	$175,771
September 28, 2002						
Revenues from external customers	$55,696	7,380	36,297	61,000	8,587	$168,960

13. REORGANIZATION

On August 12, 2003, we announced a reorganization of our business in order to meet the needs of our two categories of customers: "Donor" and "Patient". As a result of the reorganization, we reduced our worldwide workforce of 1,500 employees by approximately 4%. No facilities were closed. The reductions resulted in a charge, included in selling, general and administrative expenses, for severance and related costs of $2.6 million in the second quarter. A summary of activity follows (in thousands):

Balance as of March 29, 2003	$	—
Total charges		2,566
Severance and related costs paid		(2,075)
Balance as of September 27, 2003	$	491

We expect all payments to be made by the end of fiscal 2004. In connection with the reorganization, we are performing a review of all significant strategic initiatives and development projects. As a result of this certain projects and technologies may no longer be pursued, which could result in the impairment of certain long term assets. We expect the review to be complete by the end of our fourth quarter.

14. SUBSEQUENT EVENT

On October 20, 2003, Baxter Healthcare Corporation (Baxter) announced the completion of its acquisition of certain assets of Alpha Therapeutics (Alpha), a significant customer of our Plasma business. As part of the acquisition, Baxter acquired 41 plasma collection centers, all of which utilized Haemonetics technology. Baxter has announced its intent to close 38 centers and sell the remaining 3 centers. We have supply contracts with Alpha that include both exclusivity provisions and minimum purchase requirements. The exclusivity provisions lapse over time beginning in January 2005 and ending in January 2009. The minimum purchase requirements lapse over time beginning in January 2006 and ending in January 2009. All of the contracts between us and Alpha were assumed by Baxter as part of the acquisition. At the current time, we do not know the impact of Baxter's acquisition of Alpha's plasma operations on our business. Our sales to Alpha were $8.2 million and $9.6 million for the first six months of fiscal 2004 and fiscal 2003, respectively. We also have certain fixed assets dedicated to supporting the Alpha business as well as customer contract and related relationship intangible assets associated with the Alpha business. We are currently evaluating the likely future use and recoverability of these assets as part of our business planning and ongoing discussions with Baxter.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Results of Operations

FOR THE THREE MONTHS ENDED SEPTEMBER 27, 2003 (FISCAL 2004) COMPARED TO THREE MONTHS ENDED SEPTEMBER 28, 2002 (FISCAL 2003)

The table outlines the components of the consolidated statements of operations as a percentage of net revenues:

	Percentage of Net Revenues For the three months ended		
	September 27, 2003	September 28, 2002	Percentage Increase/ (Decrease)
Net revenues	100.0%	100.0%	0.5%
Cost of goods sold	52.7	55.3	(4.2)
Gross profit	47.3	44.7	6.4
Operating expenses:			
Research and development	5.3	5.9	(9.5)
Selling, general and administrative	31.8	27.5	16.3
Total operating expenses	37.1	33.4	11.7
Operating income	10.2	11.3	(9.4)
Interest expense	(0.9)	(1.0)	(11.8)
Interest income	0.2	0.4	(46.1)
Other income, net	0.3	0.6	(50.3)
Income from operations before provision for income taxes	9.8	11.3	(12.6)
Provision for income taxes	3.5	3.5	1.5
Net income	6.3%	7.8%	(19.0)%

Net Revenue Summary

By location	September 27, 2003	September 28, 2002	% Increase/ (Decrease)
United States	$32,317	$33,632	(3.9%)
International	55,171	53,393	3.3
Net revenues	$87,488	$87,025	0.5%

By product type	September 27, 2003	September 28, 2002	% Increase/ (Decrease)
Disposables	$79,472	$75,093	5.8%
Misc. & service	4,904	4,559	7.6
Equipment	3,112	7,373	(57.8)
Net revenues	$87,488	$87,025	0.5%

Disposable revenue by product line	September 27, 2003	September 28, 2002	% Increase/ (Decrease)
Surgical	$16,939	$16,625	1.9%
Blood bank	26,731	24,917	7.3
Red Cell	5,082	3,461	46.8
Plasma	30,720	30,090	2.1
Total disposables revenue	$79,472	$75,093	5.8%

Net Revenues

Net revenues for the three months ended September 27, 2003, increased $0.5 million to $87.5 million from $87.0 million for the three months ended September 28, 2002. The increase in net revenue resulted from volume increases in disposable sales as well as positive effects from foreign currency, offset, almost entirely, by decreases in equipment revenue. See the section below entitled "Foreign Exchange" for a complete discussion of how foreign exchange impacts our business. International sales accounted for 63.1% of net sales for the second quarter of fiscal 2004 as compared to 61.4% in the second quarter of fiscal 2003.

Disposable Sales

Disposable sales increased 5.8% or $4.4 million. By product line, disposable sales increased in worldwide Surgical (up 1.9%), worldwide Blood bank (up 7.3%), worldwide Red Cell (up 46.8%), and worldwide Plasma (up 2.1%).

* Surgical Worldwide Surgical disposable sales include our traditional cell salvage business (which targets procedures in which there is a large volume of blood lost) and our OrthoPAT(R) business for lower blood loss orthopedic procedures. Without the favorable effect of foreign currency, worldwide surgical disposable sales were down slightly. The decrease was a result of a volume decrease in the U.S. cell salvage market, partially offset by a volume increase in our OrthoPAT(R) sales. OrthoPAT(R) sales have increased as U.S. and European orthopedic surgeons continue to adopt cell salvage as an effective alternative to patient pre donation and blood

~~transfusions in hip and knee replacements as well as other orthopedic surgeries. The U.S. cell salvage market has experienced a decline in the number of open heart procedures performed which is contributing to the decline in our cell salvage business. As advances are made in the medical field and technology improves, the preference of surgeons may shift to minimally invasive surgical procedures enabled by coronary stents and angioplasty, reducing the number of open heart surgeries.~~

~~Blood bank Approximately one half of the increase in worldwide Blood bank disposable sales was due to the favorable effect of foreign currency. The remainder of the increase was primarily a result of platelet volume increases in Europe and Japan. The volume increase in Europe represented two thirds of the increase and was a result of market share gains due to product enhancements as well as our reputation for quality.~~

~~Red Cell - Worldwide Red Cell sales grew primarily due to volume increases in the U.S. U.S. blood collectors are adopting automated red cell collection to increase the supply of red cells, reduce collection costs and improve quality. Automated collections also overcome the impact of red cell shortages by increasing the number of units of blood collected from a declining number of eligible donors. The growth in the U.S. of higher priced filtered sets (which include a filter to remove white blood cells from the collected blood) also contributed to the sales increase.~~

~~Plasma - Worldwide plasma disposable sales were up slightly. Overall, an excess supply of plasma and plasma derived products and industry consolidation is negatively impacting the plasma disposable collection market. Increases in worldwide Plasma sales from the favorable effects of currency, the expansion of our Plasma product line with solutions and containers and volume increases in Europe were partially offset by disposable volume decreases in Japan and the U.S. The growth in Europe is due to additional collection centers opened in the second half of fiscal year 2003. The decrease in disposable volumes in Japan was due to a decline in plasma collections over the previous year as the Japanese Red Cross decreased collection targets. The decrease in disposable volumes in the U.S. is due primarily to the impact of industry consolidation.~~

~~Update on previously announced consolidation plans. On October 20, 2003, Baxter Healthcare Corporation (Baxter) announced the completion of its acquisition of certain assets of Alpha Therapeutics (Alpha), a significant customer of our Plasma business. As part of the acquisition, Baxter acquired 41 plasma collection centers, all of which utilized Haemonetics technology. Baxter has announced its intent to close 38 centers and sell the remaining 3 centers. We have supply contracts with Alpha that include both exclusivity provisions and minimum purchase requirements. The exclusivity provisions lapse over time beginning in January 2005 and ending in January 2009. The minimum purchase requirements lapse over time beginning in January 2006 and ending in January 2009. All of the contracts between us and Alpha were assumed by Baxter as part of the acquisition. At the current time, we do not know the impact of Baxter's acquisition of Alpha's plasma operations on our business. Our sales to Alpha were $8.2 million and $9.6 million for the first six months of fiscal 2004 and fiscal 2003, respectively. We also have certain fixed assets dedicated to supporting the Alpha business as well as customer contract and related relationship intangible assets associated with the Alpha business. We are currently evaluating the likely future use and recoverability of these assets as part of our business planning and ongoing discussions with Baxter.~~

Miscellaneous and Service Sales

Miscellaneous and service sales include revenues generated from equipment repairs performed under preventive maintenance contracts or emergency service billings and revenue from our software division, Fifth Dimension.

Miscellaneous and service sales increased 7.6% or $0.3 million year over year. The most significant contributor to the increase was the favorable effect of foreign currency.

Equipment Sales

The $4.3 million decrease in equipment revenue from $7.3 million in fiscal 2003 is primarily attributable to a decrease in volume in the sales of our ACP (R) 215 automated cell processing system in the U.S. and our platelet collection device in Japan. Prior year sales of our ACP 215 (R) system were positively impacted during its initial rollout to the U.S. military. Equipment revenue from our platelet collection device in Japan was high in the prior year because of a sale to the Japanese Red Cross ("JRC") of equipment used previously by the JRC under a use plan arrangement due to a change in Japanese regulatory requirements.

Most of our equipment sales occur in markets outside the U.S. In the U.S., we generally place equipment with a customer in exchange for an agreement to purchase disposables or to require payment of a rental fee. Due to the variable nature of equipment sales, we give no assurance as to whether or not our current level of equipment sales will continue in the future.

Gross profit

Gross profit of $41.4 million for the second quarter of fiscal 2004 increased $2.5 million from $38.9 million for the second quarter of fiscal 2003. Foreign currency, cost reductions generated by our Customer Oriented Redesign for Excellence ("CORE") program and a prior year provision for quality enhancements to the Company's OrthoPAT(R) surgical blood salvage system were the most significant reasons for the increase.

For the second quarter of fiscal 2004, the CORE program generated a $1.4 million improvement in our gross profit by automating and redesigning the way certain products are made and by negotiating reduced raw material prices from suppliers.

Expenses

* Research and Development

We spent $4.6 million on research and development in the second quarter of fiscal 2004 (5.3% as a percentage of sales) and $5.1 million in the second quarter of fiscal 2003 (5.9% as a percentage of sales). The decrease in research and development expense is related primarily to lower headcount which lead to reduced salary and bonus expenses in the U.S. in fiscal 2004 as compared to fiscal 2003.

~~* Selling, general and administrative~~

~~Selling, general and administrative expenses increased $3.9 million in the second quarter of fiscal 2004 from $24.0 million in the second quarter of fiscal 2003. The majority of the increase was due to the $2.6 million in severance costs related to the recent reorganization which reduced our worldwide workforce by approximately 4.0 percent (see note 13). Most of the remainder of the increase was related to foreign currency.~~

~~Operating Income~~

~~Operating income for the second quarter of fiscal 2004 decreased $0.9 million from the second quarter of fiscal 2003 and decreased to 10.2% of sales in the second quarter of fiscal 2004 from 11.3% in the second quarter of fiscal 2003. The $0.9 million decrease in operating income is primarily a result of the increased selling, general and administrative expenses due to our recent reorganization, partially offset by net favorable effects of foreign currency.~~

~~Other income (expense), net~~

~~Interest expense for the second quarter of fiscal 2004 was down slightly compared to the second quarter of fiscal 2003 due to lower average borrowings in fiscal 2004 compared to fiscal 2003. All of our long-term debt is at fixed rates so changing rates do not have a significant impact on our interest expense. Interest income decreased $0.2 million from 2003 to 2004, due primarily to lower investment yields. Other income, net decreased $0.3 million from the second quarter of fiscal 2003 to the second quarter of fiscal 2004 due to a decrease in income earned from points on forward contracts in the second quarter of fiscal 2004 as compared to the second quarter of fiscal 2003. Points on forward contracts are amounts, either expensed or earned, based on the interest rate differential between two foreign currencies in a forward hedge contract.~~

~~Income Taxes~~

~~The income tax provision, as a percentage of pretax income, was 36.0% for the second quarter of fiscal 2004. This increase from 31.0% for the second quarter of fiscal year 2003 is attributable to prior year tax efficient cash repatriations and higher export credits. We expect our tax rate to be 36% for the remainder of fiscal year 2004.~~

FOR THE SIX MONTHS ENDED SEPTEMBER 27, 2003 (FISCAL 2004) COMPARED TO SIX MONTHS ENDED SEPTEMBER 28, 2002 (FISCAL 2003)

The table outlines the components of the consolidated statements of operations as a percentage of net revenues:

	Percentage of Net Revenues For the six months ended		
	September 27, 2003	September 28, 2002	Percentage Increase/ (Decrease)
Net revenues	100.0%	100.0%	4.0%
Cost of goods sold	53.9	54.1	3.7
Gross profit	46.1	45.9	4.4
Operating expenses:			
Research and development	5.5	5.9	(4.3)
Selling, general and administrative	30.9	28.4	13.1
Total operating expenses	36.3	34.3	10.1
Operating income	9.7	11.6	(12.4)
Interest expense	(0.9)	(1.0)	(11.1)
Interest income	0.3	0.4	(40.3)
Other income, net	0.2	0.6	(66.5)
Income from operations before provision for income taxes	9.3	11.6	(16.7)
Provision for income taxes	3.3	3.6	(3.2)
Net income	6.0%	8.0%	(22.7)

Net Revenue Summary

By location	September 27, 2003	September 28, 2002	% Increase/ (Decrease)
United States	$ 63,869	$ 64,562	(1.1)%
International	111,902	104,398	7.2
Net revenues	$175,771	$168,960	4.0%

By product type	September 27, 2003	September 28, 2002	% Increase/ (Decrease)
Disposables	$157,867	$148,581	6.2%
Misc. & service	10,306	8,587	20.0
Equipment	7,598	11,792	(35.6)
Net revenues	$175,771	$168,960	4.0%

Disposable revenue by product line	September 27, 2003	September 28, 2002	% Increase/ (Decrease)
Surgical	$ 35,232	$ 33,888	4.0%
Blood bank	52,680	48,956	7.6
Red Cell	9,646	6,989	38.0
Plasma	60,309	58,748	2.7
Total disposables revenue	$157,867	$148,581	6.2%

Net Revenues

Net revenues for the six months ended September 27, 2003, increased $6.8 million to $175.8 million from $169.0 million for the six months ended September 28, 2002. The sales change was a result of (i) volume increases from both disposable and miscellaneous and service sales, which include sales from our software company, Fifth Dimension, (ii) positive effects from foreign currency, and (iii) volume decreases in equipment revenue. See the section below entitled "Foreign Exchange" for a complete discussion of how foreign exchange impacts our business. International sales accounted for 63.7% of net sales for the first six months of fiscal 2004 as compared to 61.8% for the first six months of fiscal 2003.

Disposable Sales

Disposable sales increased 6.2% or $9.3 million. By product line, disposable sales increased in worldwide Surgical (up 4.0%), worldwide Blood bank (up 7.6%), worldwide Red Cell (up 38.0%), and worldwide Plasma (up 2.7%).

* Surgical Worldwide Surgical disposable sales include our traditional cell salvage business (which targets procedures in which there is a large volume of blood lost) and our OrthoPAT(R) business for lower blood loss orthopedic procedures. Without the favorable effect of foreign currency, worldwide surgical disposable sales were down slightly. The decrease was a result of a volume decrease in the U.S. cell salvage market, partially offset by a volume increase in our OrthoPAT(R) sales. OrthoPAT(R) sales increased as U.S. and European orthopedic surgeons continue to adopt cell salvage as an effective alternative to patient pre-donation and blood transfusions in hip and knee replacements as well as other orthopedic surgeries. The U.S. surgical cell salvage market has experienced a decline in the number of open heart procedures performed which is contributing to the decline in our cell salvage business. As advances are made in the medical field and technology improves, the preference of surgeons may shift to minimally invasive surgical procedures enabled by coronary stents and angioplasty, reducing the number of open heart surgeries.

* Blood bank The increase in worldwide Blood bank disposable sales was primarily a result of platelet volume increases in Europe and Japan. We achieved market share gains due to product enhancements as well as our reputation for quality. Approximately one third of the increase was due to the favorable effect of foreign currency.

* Red Cell - Worldwide Red Cell sales grew primarily due to volume increases in the U.S. U.S. blood collectors are adopting automated red cell collection to increase the supply of red cells, reduce collection costs and improve quality. Automated collections also overcome the impact of red cell shortages by increasing the number of units of blood collected from a declining number of eligible donors. The growth in the U.S. of higher priced filtered sets (which include a filter to remove white blood cells from the collected blood) also contributed to the sales increase.

* Plasma - Worldwide plasma disposable sales were up slightly. Overall, an excess supply of plasma and plasma derived products and industry consolidation is negatively impacting the plasma disposable collection market. Increases in worldwide Plasma sales from the favorable effects of currency, the expansion of our Plasma product line with solutions and containers and volume increases in Europe were partially offset by disposable volume decreases in Japan and the U.S. The growth in Europe is due to additional collection centers opened in the second half of fiscal year 2003. The decrease in disposable volumes in Japan was due to a decline in plasma collections over the previous year as the Japanese Red Cross decreased collection targets. The decrease in disposable volumes in the U.S. is due primarily to the impact of industry consolidation.

Update on previously announced consolidation plans. On October 20, 2003, Baxter Healthcare Corporation (Baxter) announced the completion of its acquisition of certain assets of Alpha Therapeutics (Alpha), a significant customer of our Plasma business. As part of the acquisition, Baxter acquired 41 plasma collection centers, all of which utilized Haemonetics technology. Baxter has announced its intent to close 38 centers and sell the remaining 3 centers. We have supply contracts with Alpha that include both exclusivity provisions and minimum purchase requirements. The exclusivity provisions lapse over time beginning in January 2005 and ending in January 2009. The minimum purchase requirements lapse over time beginning in January 2006 and ending in January 2009. All of the contracts between us and Alpha were assumed by Baxter as part of the acquisition. At the current time, we do not know the impact of Baxter's acquisition of Alpha's plasma operations on our business. Our sales to Alpha were $8.2 million and $9.6 million for the first six months of fiscal 2004 and fiscal 2003, respectively. We also have certain fixed assets dedicated to supporting the Alpha business as well as customer contract and related relationship intangible assets associated with the Alpha business. We are currently evaluating the likely future use and recoverability of these assets as part of our business planning and ongoing discussions with Baxter.

Miscellaneous and Service Sales

Miscellaneous and service sales include revenues generated from equipment repairs performed under preventive maintenance contracts or emergency service billings and revenue from our software division, Fifth Dimension.

Miscellaneous and service sales increased 20.0% or $1.7 million year over year. Growth in both service and software revenues contributed almost equally to this change.

Equipment Sales

The $4.2 million decrease in equipment revenue from $11.8 million in fiscal 2003 is primarily attributable to a decrease in volume in the sales of our Automated Cell Process ("ACP(R) 215") system in the U.S. and our platelet collection device in Japan. Prior year sales of our ACP(R) 215 system were positively impacted during its initial rollout to the U.S. military. Equipment revenue from our platelet collection device in Japan was high in the prior year because of a sale to the Japanese Red Cross ("JRC") of equipment used previously by the JRC under a use plan arrangement due to a change in Japanese regulatory requirements.

Most of our equipment sales occur in markets outside the U.S. In the U.S. we generally place equipment with a customer in exchange for an agreement to purchase disposables or to require payment of a rental fee. Due to the variable nature of equipment sales, we give no assurance as to whether or not our current level of equipment sales will continue in the future.

Gross profit

Gross profit of $81.0 million for the first six months of fiscal 2004 increased $3.4 million from $77.5 million for the first six months of fiscal 2003. Foreign currency and the cost reductions generated by our Customer Oriented Redesign for Excellence ("CORE") program were the most significant reasons for the increase. Included in the year over year increase in gross profit was the effect of a first quarter fiscal 2004 provision of $0.9 million for excess and obsolete inventory and a second quarter fiscal 2003 provision for quality enhancement to the Company's OrthoPAT(R) surgical blood salvage system. These items were not significant factors in the year over year increase as they were largely offsetting.

For the first six months of fiscal 2004, the CORE program generated a $2.4 million improvement in our gross profit by automating and redesigning the way certain products are made and by negotiating reduced raw material prices from suppliers.

Expenses

* Research and Development

We spent $9.6 million on research and development in the first six months of fiscal 2004 (5.5% as a percentage of sales) and $10.0 million for the first six months of fiscal 2003 (5.9% as a percentage of sales). The small decrease in research and development expense is related primarily to lower headcount which reduced salary and bonus expenses in the U.S. in the first six months of fiscal 2004 as compared to the first six months of fiscal 2003.

* Selling, general and administrative

Selling, general and administrative expenses increased $6.3 million in fiscal 2004 from $48.0 million in fiscal 2003. A little more than one half of the increase in spending is related to foreign exchange. The remainder of the increase is primarily due to the $2.6 million in severance costs recognized in the second quarter of fiscal 2004 related to our recent reorganization which reduced our worldwide workforce by 4.0 percent (see note 13).

Operating Income

Operating income in fiscal 2004 decreased $2.4 million from $19.5 fiscal 2003 and decreased to 9.7% of sales in fiscal 2004 from 11.6% in fiscal 2003. The $2.4 million decrease in operating income is primarily a result of the increase in selling, general and administrative expenses due to our recent reorganization. Foreign currency had a limited impact on the decrease in operating income.

Foreign Exchange

Approximately 64% of our sales are generated outside the U.S., yet our reporting currency is the U.S. dollar. Foreign exchange risk arises because we engage in business in foreign countries in local currency, primarily the Euro and the Japanese Yen. Exposure is partially mitigated by producing and sourcing product in local currency and expenses incurred by local sales offices. However, whenever the U.S. dollar strengthens relative to the other major currencies, there is an adverse affect on our results of operations and alternatively, whenever the U.S. dollar weakens relative to the other major currencies there is a positive effect on our results of operations.

It is our policy to lock in for a period of time the impact on our financial results of fluctuations in foreign exchange rates. We do this by using derivative financial instruments known as forward contracts to hedge the anticipated cash flows from forecasted foreign currency denominated sales. We refer to these contracts as our plan hedges. Hedging through the use of forward contracts does not eliminate the volatility of foreign exchange rates. However, because we enter into forward contracts one year in advance, exchange rates are fixed for a one year period, thereby facilitating financial planning and resource allocation.

We compute a composite rate index for purposes of measuring, comparatively, the change in foreign currency hedge spot rates from the hedge spot rates of the corresponding period in the prior year. The relative value of currencies in the index is weighted by sales in those currencies. The composite was set at 1.00 based upon the weighted rates at March 31, 1997. The composite rate is presented in the period corresponding to the maturity of the underlying forward contracts.

The favorable (or unfavorable) changes are in comparison to the same period of the prior year. A favorable change is recorded when we obtain relatively more U.S. dollars for each of the underlying foreign currencies than we did in the prior period. An unfavorable change is recorded when we obtain relatively fewer U.S. dollars for each of the underlying foreign currencies than we did in the prior period. These indexed hedge rates impact sales, and consequently, also gross profit, operating income, and net income, in our financial statements. The final impact of currency fluctuations on the results of operations is dependent on the local currency amounts hedged and the actual local currency results.

		Composite Index Hedge Spot Rates	Favorable / (Unfavorable) Change versus Prior Year
FY2001	Q1	1.04	5.4%
	Q2	1.00	8.2%
	Q3	0.92	12.9%
	Q4	0.97	10.2%
2001 Total		0.98	9.1%
FY2002	Q1	0.99	5.2%
	Q2	0.97	3.3%
	Q3	1.01	(8.6%)
	Q4	1.05	(7.5%)
2002 Total		1.00	(2.0%)
FY2003	Q1	1.09	(8.9%)
	Q2	1.08	(10.3%)
	Q3	1.10	(8.1%)
	Q4	1.17	(11.0%)
2003 Total		1.11	(9.5%)
FY2004	Q1	1.13	(3.6%)
	Q2	1.05	3.6%
	Q3	1.06	3.2%
	Q4	1.01	15.9%
2004 Total		1.06	4.9%
FY2005	Q1	0.97	15.7%
	Q2	0.99	5.1%
	Q3	0.93*	14.8%

* NOTE: Represents hedges for Oct FY05.

Other income (expense), net

Interest expense for fiscal 2004 was slightly down compared to fiscal 2003 due to lower average borrowings in fiscal 2004 compared to fiscal 2003. All of our long term debt is at fixed rates so changing rates do not have a significant impact on our interest expense. Interest income decreased $0.3 million from 2003 to 2004, due primarily to lower investment yields. Other income, net decreased $0.7 million from fiscal 2003 to fiscal 2004 due to a decrease in income earned from points on forward contracts in fiscal 2004 as compared to of fiscal 2003. Points on forward contracts are amounts, either expensed or earned, based on the interest rate differential between two foreign currencies in a forward hedge contract.

Income Taxes

The income tax provision, as a percentage of pretax income, was 36.0% for the first six months of fiscal year 2004. This increase from 31.0% for the first six months of fiscal year 2003 is attributable to prior year tax efficient cash repatriations and higher export credits. We expect our tax rate to be at 36.0% for the remainder of fiscal year 2004.

Liquidity and Capital Resources

Our primary sources of liquidity include cash and short term investments, internally generated cash flows, and borrowings. We believe these sources to be sufficient to fund our requirements, which are primarily capital expenditures, acquisitions, new business development, share repurchases and working capital.

During the six months ended September 27, 2003, we funded our activities primarily with $22.8 million of cash flow generated by operations.

Working capital at September 27, 2003, was $142.6 million. This reflects an increase of $17.0 million in working capital from the same period in the prior year largely due to an increase in cash and cash equivalents and accounts receivable offset by a decrease in inventory.

Cash Flow Overview:

	For the six months ended		
	September 27, 2003	September 28, 2002	Change
	(In thousands)		
Net cash provided by (used in):			
Operating activities	$22,758	$ 12,057	$ 10,701
Investing activities	(5,719)	29,486	(35,205)
Financing activities	(482)	(33,206)	32,714
Effect of exchange rate changes on cash	329	365	(36)
Net increase in cash and cash equivalents	$16,886	$ 8,702	$ 8,184

Operating Activities:

Cash provided by operating activities was $22.7 million for the six months ended September 27, 2003, as compared to $12.1 million for the six months ended September 28, 2002. The $10.7 million increase was primarily related to lower working capital investments in accounts receivable and inventory in fiscal 2004 offset by additional tax payments in fiscal 2004. Cash spent on inventory decreased in fiscal 2004 as compared to fiscal 2003 due to lower inventory balances in fiscal 2004. Increases in cash flows from accounts receivables in fiscal 2004 as compared to fiscal 2003 were due to the timing of customer payments and sales fluctuations.

Investing Activities:

We used $5.7 million for investing activities for the six months ended September 27, 2003, which represents a decrease of $35.2 million from the $29.5 million in cash provided for the six months ended September 28, 2002. The $35.2 million decrease in cash provided was a result of the liquidation of our available for sale investments which provided $32.6 million in fiscal 2003.

Financing Activities:

Our financing activities for the six months ended September 27, 2003 utilized $0.5 million in cash as compared to $33.2 million utilized in the same period of the prior year. This decrease in cash utilized was primarily due to the $41.0 million spent in fiscal 2003 to repurchase stock under our repurchase program whereas no cash has been expended to purchase stock in fiscal 2004. Also, in fiscal 2003, we borrowed approximately $4.6 million for working capital purposes in Japan while in the same period of fiscal 2004, we repaid outstanding borrowings by $3.1 million.

Inflation

We do not believe that inflation has had a significant impact on our results of operations for the periods presented. Historically, we believe we have been able to minimize the effects of inflation by improving our manufacturing and purchasing efficiencies, by increasing employee productivity and by adjusting the selling prices of new products we introduce.

Cautionary Statement Regarding Forward Looking Information

Statements contained in this report, as well as oral statements we make which are prefaced with the words "may," "will," "expect," "anticipate," "continue," "estimate," "project," "intend," "designed," and similar expressions, are intended to identify forward looking statements regarding events, conditions, and financial trends that may affect our future plans of operations, business strategy, results of operations, and financial position. These statements are based on our current expectations and estimates as to prospective events and circumstances about which we can give no firm assurance. Further, any forward looking statement speaks only as of the date on which such statement is made, and we undertake no obligation to update any forward looking statement to reflect events or circumstances after the date on which such statement is made. As it is not possible to predict every new factor that may emerge, forward looking statements should not be relied upon as a prediction of our actual future financial condition or results. These forward looking statements, like any forward looking statements, involve risks and uncertainties that could cause actual results to differ materially from those projected or anticipated. Such risks and uncertainties include technological advances in the medical field and our standards for transfusion medicine and our ability to successfully implement products that incorporate such advances and standards, product demand and market acceptance of our products, regulatory uncertainties, the effect of economic and political conditions, the impact of competitive products and pricing, the impact of industry consolidation, foreign currency exchange rates, changes in customers' ordering patterns, the effect of industry consolidation as seen in the Plasma market, the effect of communicable diseases and the effect of uncertainties in markets outside the U.S. (including Europe and Asia) in which we operate. The foregoing list should not be construed as exhaustive.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company's exposures relative to market risk are due to foreign exchange risk and interest rate risk.

FOREIGN EXCHANGE RISK

See the section entitled Foreign Exchange for a discussion of how foreign currency affects our business. It is our policy to minimize for a period of time, the unforeseen impact on our financial results of fluctuations in foreign exchange rates by using derivative financial instruments known as forward contracts to hedge anticipated cash flows from forecasted foreign currency denominated sales. We do not use the financial instruments for speculative or trading activities. At September 27, 2003, we had the following significant foreign exchange contracts to hedge the anticipated cash flows from forecasted foreign currency denominated sales outstanding:

Hedged Currency	(BUY)/SELL Local Currency	Weighted Spot Contract Rate	Weighted Forward Contract Rate	Fair Value	Maturity
Euro	9,400,000	$1.017	$1.004	$(1,314,530)	Oct-Dec 2003
Euro	9,500,000	$1.100	$1.088	$ (505,273)	Jan-Mar 2004
Euro	8,500,000	$1.144	$1.133	$ (55,368)	Apr-Jun 2004
Euro	6,000,000	$1.133	$1.123	$ (85,140)	Jul-Aug 2004
Japanese Yen	1,725,000,000	121.6 per US$	119.8 per US$	$(1,044,064)	Oct-Dec 2003
Japanese Yen	1,615,000,000	118.3 per US$	116.7 per US$	$ (656,746)	Jan-Mar 2004
Japanese Yen	1,815,000,000	118.2 per US$	116.7 per US$	$ (771,404)	Apr-Jun 2004
Japanese Yen	1,250,000,000	120.4 per US$	118.7 per US$	$ (721,411)	Jul-Aug 2004
		Total:		$(5,153,936)	

We estimate the change in the fair value of all forward contracts assuming both a 10% strengthening and weakening of the U.S. dollar relative to all other major currencies. In the event of a 10% strengthening of the U.S. dollar, the change in fair value of all forward contracts would result in a $12.4 million increase in the fair value of the forward contracts; whereas a 10% weakening of the U.S. dollar would result in a $13.8 million decrease in the fair value of the forward contracts.

Interest Rate Risk

All of our long term debt is at fixed rates. Accordingly, a change in interest rates has an insignificant effect on our interest expense amounts. The fair value of our long term debt, however, does change in response to interest rates movements due to its fixed rate nature. At September 27, 2003, the fair value of our long term debt was approximately $3.6 million higher than the value of the debt reflected on our

~~financial statements. This higher fair market is entirely related to our $22.9 million, 7.05% fixed rate senior notes and our $8.5 million, 8.41% real estate mortgage.~~

~~At September 28, 2002, the fair value of our long term debt was approximately $ 4.1 million higher than the value of the debt reflected on our financial statements. This higher fair value was primarily related to the $28.6 million, 7.05% fixed rate senior notes and the $9.0 million, 8.41% real estate mortgage.~~

~~Using scenario analysis, if we changed the interest rate on all long term maturities by 10% from the rate levels that existed at September 27, 2003 the fair value of our long term debt would change by approximately $0.5 million.~~

~~ITEM 4. CONTROLS AND PROCEDURES~~

~~We conducted an evaluation, as of September 27, 2003, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer (our principal executive officer and principal financial officer, respectively) regarding the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rule 13a 15 of the Securities Exchange Act of 1934 (the "Exchange Act"). Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to them by others within those entities.~~

~~There was no change in our internal control over financial reporting during the quarter ended September 27, 2003 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.~~

PART II OTHER INFORMATION

Item 1. Legal Proceedings

Not applicable.

Item 2. Changes in Securities

Not applicable.

Item 3. Defaults upon Senior Securities

Not applicable.

Item 4. Submission of Matters to a Vote of Security Holders

On July 22, 2003, the Company held its annual meeting of stockholders. At the meeting, Ronald G. Gelbman, Brad Nutter and Ronald A. Matricaria were elected as Directors for terms ending in 2005. The voting results were as follows:

Ronald G. Gelbman	For 16,983,188	Withheld 2,655,293
Brad Nutter	For 19,443,150	Withheld 195,331
Ronald A. Matricaria	For 19,292,609	Withheld 345,872

The other members of the Board of Directors whose terms continued after the meeting were:

Serving a Term Ending in 2004 Yutaka Sakurada, Donna C.E. Williamson, Harvey G. Klein, M.D.
Serving a term ending in 2005: Benjamin L. Holmes

Item 5. Other Information

None

Item 6. Exhibits and Reports on Form 8-K.

(a) Exhibits

10.1 Employment agreement between the Company and Peter Allen dated August 15, 2003.

10.2 Employment agreement between the Company and Brian Concannon dated August 25, 2003.

10.3 Employment agreement between the Company and Alicia Lopez, dated February 1, 1999.

~~31.1 Certification pursuant to Section 302 of Sarbanes Oxley Act of 2002, of Brad Nutter, President and Chief Executive Officer of the Company~~

~~31.2 Certification pursuant to Section 302 of Sarbanes Oxley of 2002, of Ronald J. Ryan, Vice President and Chief Financial Officer of the Company~~

~~32.1 Certification Pursuant to 18 United States Code Section 1350, as adopted Pursuant to Section 906 of the Sarbanes Oxley Act of 2002, of Brad Nutter, President and Chief Executive Officer of the Company~~

~~32.2 Certification Pursuant to 18 United States Code Section 1350, as adopted Pursuant to Section 906 of the Sarbanes Oxley Act of 2002, of Ronald J. Ryan, Vice President and Chief Financial Officer of the Company~~

~~(b) Reports on Form 8 K~~

~~We filed a report on Form 8 K on July 24, 2003 furnishing a press release we issued on July 24, 2003 announcing fiscal 2004 first quarter results and our planned reorganization.~~

~~We filed a report on Form 8 K on August 20, 2003 announcing the appointments of Peter M. Allen and Brian Concannon as Presidents of our newly created Donor and Patient Divisions, respectively.~~

~~We filed a report on Form 8 K on August 25, 2003 announcing the appointment of Lawrence Best, Senior Vice President and Chief Financial Officer of Boston Scientific Corporation, to our Board of Directors.~~

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

HAEMONETICS CORPORATION

Date: November 11, 2003 By: /s/ Brad Nutter

Brad Nutter, President and
Chief Executive Officer

Date: November 11, 2003 By: /s/ Ronald J. Ryan

Ronald J. Ryan, Vice President
and Chief Financial Officer
(Principal Financial Officer)

Exhibit 10.1

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the "Agreement") is entered into effective as of August 25, 2003 (the "Effective Date") between Pete Allen (the "Executive") a resident at 319 East Woodland Road, Lake Forest, Illinois 60045 and Haemonetics Corporation (the "Company"), a Massachusetts corporation with its principal executive offices at 400 Wood Road, Braintree, Massachusetts 02184.

ARTICLE 1. EMPLOYMENT OF EXECUTIVE

1.1 Employment. Subject to the terms and conditions of this Agreement, the Company agrees to employ Executive in a full time capacity to serve as President, Donor Division, based at the Company's corporate offices in Braintree, Massachusetts, and to perform such specific duties commensurate with such position as may reasonably be assigned to Executive from time to time by the President and Chief Executive Officer for the period commencing on the Effective Date and continuing until terminated as herein provided. Subject to the terms and conditions of this Agreement, Executive hereby accepts such employment for the term hereof.

1.2 Full Time Commitment. During the period of Executive's employment with the Company, Executive will, unless prevented by ill health, devote his whole attention and business time to the performance of his duties hereunder for the business of the Company.

1.3 Relocation. The Company agrees to relocate Executive and his family to the Boston area in accordance with the Company's relocation Policy and Procedure.

ARTICLE 2. COMPENSATION

For all services to be rendered by Executive to the Company pursuant to this Agreement, the Company shall pay to Executive the compensation and provide for Executive the benefits set forth below:

2.1 Base Salary and Bonus. The Company shall pay to Executive a base salary at the rate of $350,000, per annum. Beginning May 2004, and annually thereafter, the Executive's base salary will be reviewed for a potential increase. In addition, the Executive will be eligible to receive bonus payments based on performance against objectives mutually agreed between Executive and the CEO. For 100% performance, the bonus payout is set at $157,500 annually.

2.2 Fringe Benefits. During the term of Executive's employment hereunder the Company shall provide Executive with such benefits as are generally made available by the Company to its other full time employees including reasonable travel expenses incurred while engaged in Company business, all in accordance with the Company's benefit plans, policies and procedures from time to time in effect. The Executive will be eligible for four weeks vacation per annum.

2.3 Option Plan. Executive shall be entitled to participate in the Company's stock option plans (the "Plans"), as approved from time to time by the Company's Board of Directors and stockholders.

2.4 Option Grant. Executive shall be granted 100,000 non qualified stock options for common stock of the Company at the NYSE average of the high and low price on Executive's first day of employment, subject to the terms of the Company's 2000 Long Term Incentive Plan and a Stock Option Agreement. All such options shall vest twenty five percent (25%) per year beginning one year after the date of grant.

ARTICLE 3. TERMINATION

3.1 Term. Unless earlier terminated as herein provided, Executive's employment pursuant to this Employment Agreement shall commence on August 25, 2003 and shall continue for a period ending on August 24, 2006. Executive's employment with the company shall automatically be renewed on a year to year basis unless either party notifies the other party otherwise in writing at least ninety (90) days prior to termination of the initial term or of any renewal term.

3.2 Termination for Cause by the Company. The Company may terminate Executive's employment for "Cause" upon the occurrence of any of the following events:

(i) Executive shall have engaged in (A) any misappropriation of funds, properties or assets of the Company, (B) any malicious damage or destruction of any property or assets of the Company, whether resulting from Executive's willful action or omissions or negligence, or (C) any falsification of any books, records, documents or systems of the Company, or (D) any deliberate violation of Company policy.

(ii) Executive shall (A) have been convicted of a crime involving moral turpitude or constituting a felony, or (B) commit or knowingly allow to be committed any illegal action on any premises of, or involving any property or assets of, the Company.

~~3.3 Termination for Cause - by Executive. Executive may terminate his employment with the Company for "Cause" upon the occurrence of any of the following events.~~

~~(i) the Company shall breach any of the material provisions of the Agreement and such breach shall not have been cured by or on behalf of the Company within thirty (30) days following its receipt of notice from the Executive, which specifically identifies the manner in which it is alleged that Company committed such breach;~~

~~(ii) the Company shall fail to obtain a satisfactory agreement from any successor to assume and agree to perform this Agreement, as contemplated in Section 3.4;~~

~~(iii) a materially adverse change in Executive's title, or in the responsibilities assigned to Executive by the Company or in the compensation and benefits paid by Company to the Executive shall have occurred and such material adverse change shall not have been cured by or on behalf of the Company within thirty (30) days following its receipt of notice from Executive specifically identifying such material adverse change.~~

~~Executive's continued employment shall not constitute consent to, or waiver of rights with respect to, any circumstance constituting a Cause for termination by the Executive or the Company.~~

~~3.4 Change in Control. If, following a "Change in Control" (as defined below) Executive's full time position with the Company is eliminated and following such elimination, the Company does not offer to employ Executive in a comparable or better position in his then current location, on a full time basis, at a comparable or better rate of pay, then , Executive shall be entitled to severance payments and benefits in accordance with Article 4 below provided, however, that severance payment shall be made in lump sum, payable within thirty (30) days, and in an amount which is equal to 1.5 times the amount identified in Section 4.1. For purposes of this Agreement, a "Change in Control" shall mean a change in control of the Company of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), whether or not the Company is, in fact, required to comply therewith; provided that, without limitation, such a change in control for purposes of this Agreement shall be deemed to have occurred if:~~

~~(i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company, any trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or~~

~~indirectly, of securities of the Company representing 51% or more of the combined voting power of the Company's then outstanding securities;~~

~~(ii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than (A) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no "person" (as herein above defined) acquires 50% or more of the combined voting power of the Company's then outstanding securities; or~~

~~(iii) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.~~

~~3.5 Death. In the event of the death of Executive, Executive's employment by the Company shall automatically terminate as of the date of his death.~~

~~3.6 Disability. In the event of the Disability of the Executive, as defined herein, the Company may terminate Executive's employment hereunder upon written notice to Executive. The term "Disability" shall mean the inability of Executive to perform substantially his material duties hereunder due to physical or mental disablement which continues for a period of one hundred eighty (180) consecutive days, as determined by an independent qualified physician mutually acceptable to the Company and Executive (or his personal representative) or, if the Company and Executive (or such representative) are unable to agree on an independent qualified physician, as determined by a panel of three physicians, one designated by the Company, one designated by Executive (or his personal representative) and one designated by the two physicians so designated.~~

~~ARTICLE 4. SEVERANCE PAYMENTS AND BENEFITS~~

~~4.1 Termination Events Resulting in Severance Payments. In the event of the termination of the Executive's employment prior to the expiration of the term of this Agreement:~~

~~(i) by the Company without "Cause," or~~

~~(ii) under Section 3.3 ,~~

~~then the Company shall pay Executive, as a severance payment, an amount equal to Executive's annual base salary, such payment to be made in twelve (12) equal monthly payments during the period commencing on the date such termination occurs (the "Termination Date") and ending one (1) year thereafter (the "Severance Period").~~

~~4.2 Benefits. If Section 4.1 is applicable, the Company shall also provide to Executive during the Severance Period, at the Company's expense, such benefits as are in effect and applicable to Executive as of the Termination Date, except to the extent expressly prohibited by law or by the terms of any plan, program or policy which govern any such benefits.~~

~~4.3 Comparable Benefits: Continuation of Benefits. If by operation of law or under the terms of the relevant plan, program or policy, Executive is not eligible to receive continued life insurance coverage, health insurance coverage, long term disability coverage or the Company's matching contribution, if any, under its 401(k) Plan , then the Company shall provide to Executive substantially equivalent benefits or, at Executive's election, the cash value of equivalent benefits within thirty (30) days of any determination of ineligibility by the Company.~~

~~4.4 Exclusivity. Except as otherwise provided in the foregoing sections of this Article 4 and in Section 3.4 (if applicable), Executive shall not be entitled to compensation from the Company for any period following termination of his employment.~~

~~ARTICLE 5. PROPRIETARY INFORMATION AND NON-COMPETITION~~

~~5.1 For the purposes of this Article, the following shall have the designated meanings.~~

~~5.1.1. Proprietary Information: Information of value to the Company and not generally available to the public of whatever kind or nature disclosed to the Executive or known by the Executive (whether or not invented, discovered or developed by the Executive) as a consequence of or through the Executive's employment with the Company. Proprietary Information shall include information relating to the design, manufacture, application, know-how, research and development relating to the Company's products, sources of supply and materials, operating and other cost data, lists of present, past, or prospective customers, customer proposals, price lists and data relating to pricing of the Company's products or services, and shall specifically include all information contained in manuals, memoranda, formulae, plans, drawings and designs,~~

~~specifications, supply sources, and records of the Company legended or otherwise identified by the Company as Proprietary Information, whether learned by the Executive prior to or after the date hereof.~~

~~5.1.2 Concepts and Ideas: Those concepts and ideas known to the Executive relating to the Company's present and prospective activities and products.~~

~~5.1.3 Inventions: Discoveries and developments, whether or not patentable. Such terms shall not be limited to the meaning of "invention" under the United States Patent Laws.~~

~~5.2 All Inventions which are at any time "made" i.e., conceived or reduced to practice by the Executive, acting alone or in conjunction with others, during or in connection with the Executive's employment (or, if based on or related to Proprietary Information, "made" by the Executive within twelve (12) months after the termination of such employment) and all Concepts and Ideas held by the Executive shall be the property of the Company, free of any reserved or other rights of any kind on the Executive's part in respect thereof.~~

~~5.3 The Executive will promptly make full disclosure to the Company in writing any such Inventions and Concepts and Ideas. Further, the Executive will, at the Company's costs and expense, promptly execute formal applications for patents and also do all other acts and things (including, among other, the execution and delivery of instruments of further assurance or confirmation) deemed by the Company to be necessary or desirable at any time or times in order to effect the full assignment to the Company of all right and title to such Inventions and Concepts and Ideas, without, during the term of this Agreement, further compensation. The absence of a request by the Company for information, or for the making of an oath, or for the execution of any document, shall in no way be construed to constitute a waiver of the Company's rights under this Agreement.~~

~~5.4 Except in connection with the Executive's duties hereunder, the Executive will not, directly or indirectly, use, publish, disseminate, or otherwise disclose any Proprietary Information, Concepts and Ideas or Inventions without the prior written consent of the Company.~~

~~5.5. All documents, procedural manuals, guides, specifications, plans, drawings, designs and similar materials, lists of present, past or prospective customers, customer proposals, invitations to submit proposals, price lists and data relating to pricing of the Company's products and services, records, notebooks and similar repositories of or containing Proprietary Information and Inventions, including all copies thereof, that come into the Executive's possession or control by reason of the Executive's employment, whether prepared by the Executive or others, are the property of the Company, will not be~~

~~used by the Executive in any way adverse to the Company, will not be removed from the Company's premises except in connection with the Executive's normal duties and, at the termination of the Executive's employment with the Company, will be left with or forthwith returned by the Executive to the Company.~~

~~5.6 During the time the Executive is an employee of the Company and for a period of one (1) year thereafter, the Executive will not, on his own behalf or on the behalf of another (i) engage in any activity which is in the field of medical devices or solutions similar to those then marketed, or planned to be marketed, by the Company, or (ii) solicit or endeavor to entice away from the Company any employee.~~

~~ARTICLE 6. MISCELLANEOUS~~

~~6.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.~~

~~6.2 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. If Executive should die while any amount due to him at such time remains unpaid, such amount, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to his devisee, legatee or other designee or if there is no such designee, to his estate.~~

~~6.3 Assignment. Except as otherwise provided in Section 6.4 below, neither this Agreement nor any rights or obligations hereunder shall be assignable by either party hereto without the prior written consent of the other party.~~

~~6.4 Obligation of the Company's Successors. Any successor to the business of the Company, whether directly or indirectly by merger, consolidation, recapitalization, combination, purchase of stock, purchase of assets or otherwise, shall succeed to the rights and obligations of the Company hereunder. The Company will require any such successor to expressly assume and agree to perform this Agreement in the same a manner and to the same extent that the Company would be required to perform it if no such succession had taken place.~~

~~6.5 Notices. All notices, requests, demands and other communications to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid, as follows:~~

~~If to the Company, to:~~

~~Haemonetics Corporation~~
~~400 Wood Road~~
~~Braintree, MA 02184~~

~~Attention: Brad Nutter, President and CEO~~

~~With a copy to: Lisa Lopez, General Counsel~~
~~Haemonetics Corporation~~
~~400 Wood Road, Braintree MA 02184~~

~~If to Executive, to: Peter Allen~~
~~319 East Woodland Road~~
~~Lake Forest, IL 60045~~

~~or such other address as either party hereto shall have designated by notice in writing to the other party.~~

~~6.6 Amendments. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and the Chairman of the Board of Directors. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of the Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.~~

~~6.7 Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.~~

~~6.8 Dispute Resolution. Any dispute, controversy or claim arising out of or relating to the Agreement or the performance by the parties of its terms, shall be settled by binding arbitration held in Boston, Massachusetts in accordance with the Employment Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall have the authority to award relief under legal or equitable principles, including interim or preliminary relief. Each party shall bear its/his own attorneys fees and expenses.~~

~~6.9 Severability. In case any provision hereof shall, for any reason, be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof,~~

~~and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein. If any provision hereof shall, for any reason, be held by a court to be excessively broad as to duration, geographical scope, activity or subject matter, it shall be construed by limiting and reducing it to make it enforceable to the extent compatible with applicable law then in effect.~~

~~6.10 Withholding. Any payments provided for hereunder shall be paid after deducting any applicable withholding required under federal, state or local or foreign law.~~

~~6.11 Entire Agreement. This Agreement sets for the entire agreement of the parties hereto in respect of the subject matter contained herein, and supersedes the provisions of all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto with respect to the subject matter hereof. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.~~

~~IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement under seal as of the date first above written.~~

	~~Haemonetics Corporation~~
	~~By:~~
~~s/ Peter Allen~~	~~s/Brad Nutter~~
~~Peter Allen~~	~~Brad Nutter, President~~

~~Date: August 15, 2003~~

Exhibit 10.2

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the "Agreement") is entered into effective as of September 15, 2003 (the "Effective Date") between Brian Concannon (the "Executive") a resident at 235 River Street, Norwell, MA 02061 and Haemonetics Corporation (the "Company"), a Massachusetts corporation with its principal executive offices at 400 Wood Road, Braintree, Massachusetts 02184.

ARTICLE 1. EMPLOYMENT OF EXECUTIVE

1.1 Employment. Subject to the terms and conditions of this Agreement, the Company agrees to employ Executive in a full time capacity to serve as President, Patient Division, based at the Company's corporate offices in Braintree, Massachusetts, and to perform such specific duties commensurate with such position as may reasonably be assigned to Executive from time to time by the President and Chief Executive Officer for the period commencing on the Effective Date and continuing until terminated as herein provided. Subject to the terms and conditions of this Agreement, Executive hereby accepts such employment for the term hereof.

1.2 Full Time Commitment. During the period of Executive's employment with the Company, Executive will, unless prevented by ill health, devote his whole attention and business time to the performance of his duties hereunder for the business of the Company.

ARTICLE 2. COMPENSATION

For all services to be rendered by Executive to the Company pursuant to this Agreement, the Company shall pay to Executive the compensation and provide for Executive the benefits set forth below:

2.1 Base Salary and Bonus. The Company shall pay to Executive a base salary at the rate of $350,000, per annum. Beginning May 2004, and annually thereafter, the Executive's base salary will be reviewed for a potential increase. In addition, the Executive will be eligible to receive bonus payments based on performance against objectives mutually agreed between Executive and the CEO. For 100% performance, the bonus payout is set at $157,500 annually.

2.2 Fringe Benefits. During the term of Executive's employment hereunder the Company shall provide Executive with such benefits as are generally made available by the Company to its other full time employees including reasonable travel expenses incurred while engaged in Company business, all in accordance with the Company's benefit plans, policies and procedures from time to time in effect. The Executive will be eligible for four weeks vacation per annum.

2.3 Option Plan. Executive shall be entitled to participate in the Company's stock option plans (the "Plans"), as approved from time to time by the Company's Board of Directors and stockholders.

2.4 Option Grant. Executive shall be granted 100,000 non qualified stock options for common stock of the Company at the NYSE average of the high and low price on Executive's first day of employment, subject to the terms of the Company's 2000 Long Term Incentive Plan and a Stock Option Agreement. All such options shall vest twenty five percent (25%) per year beginning one year after the date of grant.

ARTICLE 3. TERMINATION

3.1 Term. Unless earlier terminated as herein provided, Executive's employment pursuant to this Employment Agreement shall commence on September 15, 2003 and shall continue for a period ending on September 15, 2006. Executive's employment with the Company shall automatically be renewed on a year to year basis unless either party notifies the other party otherwise in writing at least ninety (90) days prior to termination of the initial term or of any renewal term.

3.2 Termination for Cause - by the Company. The Company may terminate Executive's employment for "Cause" upon the occurrence of any of the following events:

(i) Executive shall have engaged in (A) any misappropriation of funds, properties or assets of the Company, (B) any malicious damage or destruction of any property or assets of the Company, whether resulting from Executive's willful action or omissions or negligence, or (C) any falsification of any books, records, documents or systems of the Company, or (D) any deliberate violation of Company policy.

(ii) Executive shall (A) have been convicted of a crime involving moral turpitude or constituting a felony, or (B) commit or knowingly allow to be committed any illegal action on any premises of, or involving any property or assets of, the Company.

3.3 Termination for Cause - by Executive. Executive may terminate his employment with the Company for "Cause" upon the occurrence of any of the following events.

~~(i) the Company shall breach any of the material provisions of the Agreement and such breach shall not have been cured by or on behalf of the Company within thirty (30) days following its receipt of notice from the Executive, which specifically identifies the manner in which it is alleged that Company committed such breach;~~

~~(ii) the Company shall fail to obtain a satisfactory agreement from any successor to assume and agree to perform this Agreement, as contemplated in Section 3.4;~~

~~(iii) a materially adverse change in Executive's title, or in the responsibilities assigned to Executive by the Company or in the compensation and benefits paid by Company to the Executive shall have occurred and such material adverse change shall not have been cured by or on behalf of the Company within thirty (30) days following its receipt of notice from Executive specifically identifying such material adverse change.~~

~~Executive's continued employment shall not constitute consent to, or waiver of rights with respect to, any circumstance constituting a Cause for termination by the Executive or the Company.~~

~~3.4 Change in Control. If, following a "Change in Control" (as defined below) Executive's full time position with the Company is eliminated and following such elimination, the Company does not offer to employ Executive in a comparable or better position in his then current location, on a full time basis, at a comparable or better rate of pay, then , Executive shall be entitled to severance payments and benefits in accordance with Article 4 below provided, however, that severance payment shall be made in lump sum, payable within thirty (30) days, and in an amount which is equal to 1.5 times the amount identified in Section 4.1. For purposes of this Agreement, a "Change in Control" shall mean a change in control of the Company of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), whether or not the Company is, in fact, required to comply therewith; provided that, without limitation, such a change in control for purposes of this Agreement shall be deemed to have occurred if:~~

~~(i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company, any trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 51% or more of the combined voting power of the Company's then outstanding securities;~~

~~(ii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than (A) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no "person" (as herein above defined) acquires 50% or more of the combined voting power of the Company's then outstanding securities; or~~

~~(iii) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.~~

~~3.5 Death. In the event of the death of Executive, Executive's employment by the Company shall automatically terminate as of the date of his death.~~

~~3.6 Disability. In the event of the Disability of the Executive, as defined herein, the Company may terminate Executive's employment hereunder upon written notice to Executive. The term "Disability" shall mean the inability of Executive to perform substantially his material duties hereunder due to physical or mental disablement which continues for a period of one hundred eighty (180) consecutive days, as determined by an independent qualified physician mutually acceptable to the Company and Executive (or his personal representative) or, if the Company and Executive (or such representative) are unable to agree on an independent qualified physician, as determined by a panel of three physicians, one designated by the Company, one designated by Executive (or his personal representative) and one designated by the two physicians so designated.~~

~~ARTICLE 4. SEVERANCE PAYMENTS AND BENEFITS~~

~~4.1 Termination Events Resulting in Severance Payments. In the event of the termination of the Executive's employment prior to the expiration of the term of this Agreement:~~

~~(i) by the Company without "Cause," or~~

~~(ii) under Section 3.3 ,~~

~~then the Company shall pay Executive, as a severance payment, an amount equal to Executive's annual base salary, such payment to be made in twelve (12) equal monthly payments during the period commencing on the date such termination occurs (the "Termination Date") and ending one (1) year thereafter (the "Severance Period").~~

~~4.2 Benefits. If Section 4.1 is applicable, the Company shall also provide to Executive during the Severance Period, at the Company's expense, such benefits as are in effect and applicable to Executive as of the Termination Date, except to the extent expressly prohibited by law or by the terms of any plan, program or policy which govern any such benefits.~~

~~4.3 Comparable Benefits: Continuation of Benefits. If by operation of law or under the terms of the relevant plan, program or policy, Executive is not eligible to receive continued life insurance coverage, health insurance coverage, long term disability coverage or the Company's matching contribution, if any, under its 401(k) Plan , then the Company shall provide to Executive substantially equivalent benefits or, at Executive's election, the cash value of equivalent benefits within thirty (30) days of any determination of ineligibility by the Company.~~

~~4.4 Exclusivity. Except as otherwise provided in the foregoing sections of this Article 4 and in Section 3.4 (if applicable), Executive shall not be entitled to compensation from the Company for any period following termination of his employment.~~

~~ARTICLE 5. PROPRIETARY INFORMATION AND NON COMPETITION~~

~~5.1 For the purposes of this Article, the following shall have the designated meanings.~~

~~5.1.1. Proprietary Information: Information of value to the Company and not generally available to the public of whatever kind or nature disclosed to the Executive or known by the Executive (whether or not invented, discovered or developed by the Executive) as a consequence of or through the Executive's employment with the Company. Proprietary Information shall include information relating to the design, manufacture, application, know how, research and development relating to the Company's products, sources of supply and materials, operating and other cost data, lists of present, past, or prospective customers, customer proposals, price lists and data relating to pricing of the Company's products or services, and shall specifically include all information contained in manuals, memoranda, formulae, plans, drawings and designs, specifications, supply sources, and records of the Company legended or otherwise identified by the Company as Proprietary Information, whether learned by the Executive prior to or after the date hereof.~~

~~5.1.2 Concepts and Ideas: Those concepts and ideas known to the Executive relating to the Company's present and prospective activities and products.~~

~~5.1.3 Inventions: Discoveries and developments, whether or not patentable. Such terms shall not be limited to the meaning of "invention" under the United States Patent Laws.~~

~~5.2 All Inventions which are at any time "made" i.e., conceived or reduced to practice by the Executive, acting alone or in conjunction with others, during or in connection with the Executive's employment (or, if based on or related to Proprietary Information, "made" by the Executive within twelve (12) months after the termination of such employment) and all Concepts and Ideas held by the Executive shall be the property of the Company, free of any reserved or other rights of any kind on the Executive's part in respect thereof.~~

~~5.3 The Executive will promptly make full disclosure to the Company in writing any such Inventions and Concepts and Ideas. Further, the Executive will, at the Company's costs and expense, promptly execute formal applications for patents and also do all other acts and things (including, among other, the execution and delivery of instruments of further assurance or confirmation) deemed by the Company to be necessary or desirable at any time or times in order to effect the full assignment to the Company of all right and title to such Inventions and Concepts and Ideas, without, during the term of this Agreement, further compensation. The absence of a request by the Company for information, or for the making of an oath, or for the execution of any document, shall in no way be construed to constitute a waiver of the Company's rights under this Agreement.~~

~~5.4 Except in connection with the Executive's duties hereunder, the Executive will not, directly or indirectly, use, publish, disseminate, or otherwise disclose any Proprietary Information, Concepts and Ideas or Inventions without the prior written consent of the Company.~~

~~5.5. All documents, procedural manuals, guides, specifications, plans, drawings, designs and similar materials, lists of present, past or prospective customers, customer proposals, invitations to submit proposals, price lists and data relating to pricing of the Company's products and services, records, notebooks and similar repositories of or containing Proprietary Information and Inventions, including all copies thereof, that come into the Executive's possession or control by reason of the Executive's employment, whether prepared by the Executive or others, are the property of the Company, will not be used by the Executive in any way adverse to the Company, will not be removed from the Company's premises except in connection with the Executive's normal duties and, at the termination of the~~

~~Executive's employment with the Company, will be left with or forthwith returned by the Executive to the Company.~~

~~5.6 During the time the Executive is an employee of the Company and for a period of one (1) year thereafter, the Executive will not, on his own behalf or on the behalf of another (i) engage in any activity which is in the field of medical devices or solutions similar to those then marketed, or planned to be marketed, by the Company, or (ii) solicit or endeavor to entice away from the Company any employee.~~

~~ARTICLE 6. MISCELLANEOUS~~

~~6.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.~~

~~6.2 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. If Executive should die while any amount due to him at such time remains unpaid, such amount, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to his devisee, legatee or other designee or if there is no such designee, to his estate.~~

~~6.3 Assignment. Except as otherwise provided in Section 6.4 below, neither this Agreement nor any rights or obligations hereunder shall be assignable by either party hereto without the prior written consent of the other party.~~

~~6.4 Obligation of the Company's Successors. Any successor to the business of the Company, whether directly or indirectly by merger, consolidation, recapitalization, combination, purchase of stock, purchase of assets or otherwise, shall succeed to the rights and obligations of the Company hereunder. The Company will require any such successor to expressly assume and agree to perform this Agreement in the same a manner and to the same extent that the Company would be required to perform it if no such succession had taken place.~~

~~6.5 Notices. All notices, requests, demands and other communications to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid, as follows:~~

~~If to the Company, to:~~

~~Haemonetics Corporation~~
~~400 Wood Road~~
~~Braintree, MA 02184~~

~~Attention: Brad Nutter, President and CEO~~

~~With a copy to: Lisa Lopez, General Counsel~~
~~Haemonetics Corporation~~
~~400 Wood Road, Braintree MA 02184~~

~~If to Executive, to:~~

~~or such other address as either party hereto shall have designated by notice in writing to the other party.~~

~~6.6 Amendments. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and the Chairman of the Board of Directors. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of the Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.~~

~~6.7 Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.~~

~~6.8 Dispute Resolution. Any dispute, controversy or claim arising out of or relating to the Agreement or the performance by the parties of its terms, shall be settled by binding arbitration held in Boston, Massachusetts in accordance with the Employment Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall have the authority to award relief under legal or equitable principles, including interim or preliminary relief. Each party shall bear its/his own attorneys fees and expenses.~~

~~6.9 Severability. In case any provision hereof shall, for any reason, be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein. If any provision hereof shall, for any reason, be held by a court to be excessively broad as to~~

duration, geographical scope, activity or subject matter, it shall be construed by limiting and reducing it to make it enforceable to the extent compatible with applicable law then in effect.

6.10 Withholding. Any payments provided for hereunder shall be paid after deducting any applicable withholding required under federal, state or local or foreign law.

6.11 Entire Agreement. This Agreement sets for the entire agreement of the parties hereto in respect of the subject matter contained herein, and supersedes the provisions of all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto with respect to the subject matter hereof. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement under seal as of the date first above written.

Haemonetics Corporation
By:

s/ Brian Concannon

s/ Brad Nutter

Brad Nutter
President

Date: August 25, 2000

EXHIBIT 10.3

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the "Agreement") is entered into effective as of October 23, 1998 (the "Effective Date") between Alicia Lopez (the"Executive") residing at 87 Chapman Street, Canton, MA 02021 and Haemonetics Corporation (the "Company"), a Massachusetts corporation with its principal executive offices at 400 Wood Road, Braintree, Massachusetts, 02184.

ARTICLE 1. EMPLOYMENT OF EXECUTIVE

1.1 Employment. Subject to the terms and conditions of this Agreement, the Company agrees to employ Executive in a full time capacity to serve as Corp. Vice President & General Counsel of the Company and to perform such specific duties as may reasonably be assigned to Executive from time to time by the Company's President for the period commencing on the Effective Date and continuing until terminated as herein provided. Executive hereby accepts such employment for the term hereof.

1.2 Full Time Commitment. During the period of Executive's employment with the Company, Executive will, unless prevented by ill health, devote his whole attention and business time to the performance of his duties hereunder for the business of the Company.

ARTICLE 2. COMPENSATION

For all services to be rendered by Executive to the Company pursuant to this Agreement, the Company shall pay to Executive the compensation and provide for Executive the benefits set forth below:

2.1 Base Salary. The Company shall pay to Executive a base salary at the rate of $190,000 per annum until May 1, 1999 and at that time will be reviewed for a potential change. In addition, the executive will have a bonus plan. For FY99, the 100% performance and payout is set at $70,000. This will be reviewed annually to correspond with the date of the base salary review.

2.2 Fringe Benefits. During the term of Executive's employment hereunder the Company shall provide Executive with such benefits as are generally made available by the Company to its other full time executive employees, including reasonable travel expenses incurred while engaged in Company business.

2.3 Participation in Share Option Plan. Executive shall be entitled to participate in the Company's Non Qualified Stock Option Plan (the "Plan") as approved from time to time by the Board of Directors.

2.4 Option Grant. Upon execution of this Agreement, Executive shall receive 25,000 non qualified stock option for common stock of the Company at the price of $18.9375 per share which is the NYSE close price on February 3, 1999. All such options shall vest 25% per year over four years, with the first 25% to vest 12 months after the date of grant, and additional 25% vesting to occur on each of the next three 12 month anniversaries of the date of grant.

ARTICLE 3. TERMINATION

3.1 Term. Unless earlier terminated as herein provided, Executive's employment shall commence on the Effective Date and continue for an initial period ending on January 30, 2001. Executive's employment with the Company shall automatically be renewed on a year to year basis unless either party notifies the other party otherwise at least ninety (90) days prior to termination of the initial term or of any renewal term.

3.2 Termination for Cause by the Company. The Company may terminate Executive's employment for "Cause" upon the occurrence of any of the following events:

(i) Executive shall have willfully failed or continued to fail substantially to perform his duties hereunder (other than any failure resulting from Executive's incapacity due to physical or mental illness) for 30 days after a written demand for performance is delivered to Executive on behalf of the Company which specifically identifies the manner in which it is alleged that Executive has not substantially performed his duties; provided that the Company's economic performance or failure to meet any specific projection shall not, in and of itself, constitute "Cause."

(ii) Executive shall have engaged in (A) any misappropriation of funds,properties or assets of the Company, (B) any malicious damage or destruction of any property or assets of the Company, whether resulting from Executive's willful action or omissions or negligence, or (C) any falsification of any books, records, documents or systems of the Company.

(iii) Executive shall (A) have been convicted of a crime involving moral turpitude or constituting a felony, or (B) commit or knowingly allow to be committed any illegal action on any premises of, or involving any property or assets of, the Company.

~~3.3 Termination for Cause by Executive. Executive may terminate his employment with the Company for "Cause" upon the occurrence of any of the following events:~~

~~(i) the Company shall breach any of the material provisions of this Agreement and such breach shall remain uncured by or on behalf of the Company within thirty (30) days following its receipt of notice from Executive which specifically identifies the manner in which it is alleged that Company be committed such breach;~~

~~(ii) the Company shall fail to obtain a satisfactory agreement from any successor to assume and agree to perform this Agreement, as contemplated in Section 5.4;~~

~~(iii) a materially adverse change in the responsibilities assigned to Executive by the Company or in the compensation and benefits paid by Company to the Executive shall have occurred such material adverse change shall remain uncured by or on behalf of the Company within thirty (30) days following its receipt of notice from Executive specifically identifying such material adverse change; or~~

~~(iv) a materially adverse change in Executive's title shall have occurred. Executive's right to terminate his employment pursuant to this section shall not be affected by his incapacity due to physical or mental illness. Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any circumstance constituting a Cause for termination by the Executive or the Company.~~

~~3.4 Change in Control. If, following a "Change in Control" (as defined below), Executive's full time position with the Company is eliminated or permanently transferred to a location other than its present location, and following such elimination or transfer, the Company does not offer to employ Executive in a comparable or better position in her current location, on a full time basis, at a comparable or better rate of pay, then Executive shall be entitled to severance payments and benefits in accordance with Article 4 below, provided however that severance payments shall be made in lump sum, and in an amount which equals two (2) times then current Base Salary.~~

~~For purposes of this Agreement, a "Change in Control" shall mean a change in control of the company of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), whether or not the Company is, in fact, required to comply therewith; provided that, without limitation, such a change in control for purposes of this Agreement shall be deemed to have occurred if:~~

~~(i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company, any trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned, directly or indirectly, by the stockholder of the Company in substantially the same proportions as their ownership of stock of the Company is or becomes the "beneficial owner" (as defined in Rule 13d-3 under. the Exchange Act), directly or indirectly, of securities of the company representing 51 % or more of the combined voting power of the Company's then outstanding securities;~~

~~(ii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than (A) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or (B) a merger or consolidation effected to implement a~~

~~recapitalization of the company (or similar transaction) in which no "person" (as herein above defined) acquires 50% or more of the combined voting power of the Company's then outstanding securities; or~~

~~(iii) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.~~

~~3.5 Death. In the event of the death of Executive, Executive's employment by the Company shall automatically terminate as of the date of his death.~~

~~3.6 Disability. In the event of the Disability of the Executive, as defined herein, the Company may terminate Executive's employment hereunder upon written notice to Executive. The term "Disability" shall mean the inability of Executive to perform substantially his material duties hereunder due to physical or mental disablement which continues for a period of one hundred eighty (180) consecutive days, as determined by an independent qualified physician mutually acceptable to the Company and Executive (or his personal representative) or, if the Company and Executive(or such representative) are unable to agree on an independent qualified physician, as determined by a panel of three physicians, one designated by the Company, one designated by Executive (or his personal representative) and one designated by the two physicians so designated.~~

~~ARTICLE 4. SEVERANCE PAYMENTS AND BENEFITS~~

~~4.1 Termination Events Resulting in Severance Payments. In the event of the termination of the Executive's employment:~~

~~(i) by the company without "Cause", or~~

~~(ii) under Section 3.3 or 3.4,~~

~~then the Company shall pay Executive, as a severance payment, an amount equal to Executive's annual base salary as set forth in Section 2.1 and such payment shall be made in twelve (12) equal monthly payments during the period commencing on the date such termination occurs (the "Termination Date") and ending one (1) year thereafter (the "Severance Period").~~

~~4.2 Benefits. If Section 4.1 is applicable, the Company shall also provide to Executive during the Severance Period, at the Company's expense, such benefits as are in effect and applicable to Executive as of the Termination Date, except to the extent expressly prohibited by the terms of such benefits.~~

~~4.3 Comparable Benefits: Continuation of Benefits. If by operation of law or under the terms of the relevant plan, program or policy, Executive is not eligible to receive any of the payments or benefits described in the foregoing Section 4.2 during the Severance Period, then the Company shall provide to Executive substantially equivalent benefits or, at Executive's election, the cash value of equivalent benefits.~~

~~ARTICLE 5. PROPRIETARY INFORMATION AND NON COMPETITION~~

~~5.1 For the purposes of this Article 5, the following shall have the designated meanings.~~

~~5.1.1. Proprietary Information: Information of value to the Company and not generally available to the public of whatever kind or nature disclosed to the Executive or known by the Executive (whether or not invented, discovered or developed by the Executive) as a consequence of or through the Executive's employment with the Company. Proprietary Information shall include information relating to the design, manufacture, application, know how,research and development relating to the Company's products, sources of supply and material, operating and other cost data, lists of present, past, or prospective customers, customer proposals, price lists and data relating to pricing of the Company's products or services, and shall specifically include all information contained in manuals, memoranda, formulae,plans, drawings and designs, specifications, supply sources, and records of the Company legended or otherwise identified by the Company as Proprietary Information, whether learned by the Executive prior to or after the date hereof.~~

~~5.1.2. Concepts and Ideas: Those concepts and ideas known to the Executive relating to the Company's present and prospective activities and products.~~

~~5.1.3. Inventions: Discoveries and developments, whether or not patentable. Such terms shall not be limited to the meaning of "invention" under the United States Patent Laws.~~

~~5.2 All Inventions which are at any time "made" i.e., conceived or reduced to practice by the Executive, acting alone or in conjunction with others, during or in connection with the Executive's employment (or, if based on or related to Proprietary Information, "made" by the Executive within twelve (12) months after the termination of such employment) and all Concepts and Ideas held by the Executive shall be the property of the Company, free of any reserved or other rights of any kind on the Executive's part in respect thereof.~~

~~5.3 The Executive will promptly make full disclosure to the Company in writing to the Manager of Engineering or the Manager of Research & Development of any such Inventions and Concepts and Ideas. Further, the Executive will, at the Company's costs and expense, promptly execute formal applications for patents and also do all other acts and things (including, among other, the execution and delivery of instruments of further assurance or confirmation) deemed by the Company to be necessary or desirable at any time or times in order to effect the full assignment to the Company of all right and title to such Inventions and Concepts and Ideas, without, during the term of this Agreement, further compensation. The absence of a request by the Company for information, or for the making of an oath, or for the execution of any document, shall in no way be construed to constitute a waiver of the Company's rights under this Agreement.~~

~~5.4 Except as required by the Executive's duties hereunder, the Executive will not, directly or indirectly, use, publish, disseminate, or otherwise disclose any Proprietary Information, Concepts and Ideas or Inventions without the prior written consent of the Company.~~

~~5.5 All documents, procedural manuals, guides, specifications, plans,drawings, designs and similar materials, lists of present, past or prospective customers, customer proposals, invitations to submit proposals, price lists and data relating to pricing of the Company's products and services, records, notebooks and similar repositories of or containing Proprietary Information and Inventions, including all copies thereof, that come into the Executive's possession or control by reasons of the Executive's employment, whether prepared by the Executive or others, are the property of the Company, will not be used by the Executive in any was adverse to the Company, will not be removed from the Company's premises except as the Executive's normal duties require and, at the termination of the Executive's employment with the Company, will be left with or forthwith returned by the Executive to the Company.~~

~~5.6 During the time the Executive is an employee of the Company and for a period of one (1) year thereafter, the Executive will not engage in any activity, on his own behalf or on behalf of any competitor of the Company, which is in the field of blood processing and involves activities similar to those performed at the Company, nor will the Executive endeavor to entice away from the Company any employee whether on the Executive's behalf or on the behalf of another while the Executive is an employee and for a period of one (1) year thereafter.~~

~~ARTICLE 6 MISCELLANEOUS~~

~~6.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.~~

~~6.2 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. If Executive should die while any amount due to him at such time remains unpaid, such amount, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to his devisee, legatee or other designee or of there is no such designee, to his estate.~~

~~6.3 Assignment. Except as otherwise provided in Section 5.4, neither this Agreement nor any rights or obligations hereunder shall be assignable by either party hereto without the prior written consent of the other party.~~

~~6.4 Obligation of the Company's Successors. Any successor to the business of the Company, whether directly or indirectly by merger, consolidation, recapitalization, combination, purchase of stock, purchase of assets or otherwise, shall succeed to the rights and obligations of the Company~~

~~hereunder. The company will require any such successor to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.~~

~~6.5 Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration conducted before a panel of three arbitrators in the Commonwealth of Massachusetts in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.~~

~~6.6 Notices. All notices, requests, demand and other communications to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid, as follows:~~

~~If to the Company, to:~~

~~Haemonetics Corporation~~
~~400 Wood Road Braintree, MA 02184~~

~~If to Executive, to:~~

~~87 Chapman Street Canton, MA 02021~~

~~or such other address as either party hereto shall have designated by notice in writing to the other party.~~

~~6.7 Amendments. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and such officer as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.~~

~~6.8 Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.~~

~~6.9 Severability. In case any provision hereof shall, for any reason, be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein. If any provision hereof shall, for any reason, be held by a court to be excessively broad as to duration, geographical scope, activity or subject matter, it shall be construed by limiting and reducing it to make it enforceable to the extent compatible with applicable law then in effect.~~

~~6.10 Withholding. Any payments provided for hereunder shall be paid after deducting any applicable withholding required under federal, state or local law.~~

~~6.11 Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes the provisions of all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto with respect to the subject matter hereof. A certain Patent, Trade Secrets and Confidential Information Agreement between the Company and the Executive dated October 1, 1979 is hereby terminated and canceled in its entirety. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.~~

~~6.12 Confidentiality. This Agreement, including the terms thereof, shall not be disclosed by Executive other than to Executive's a) spouse, b) legal counselor c) financial advisor, or d) if required by law or court order, but only if Company is first notified of Executive's reasonable belief that such disclosure is necessary and given an opportunity to secure a protective order prohibiting or limiting disclosure.~~

~~IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement under seal as of the date first above written.~~

~~s/ Alicia Lopez~~ ~~s/James L. Peterson~~

~~Alicia Lopez~~ ~~James L. Peterson~~

~~Date: 2/1/99~~

EXHIBIT 31.1

CERTIFICATION

I, Brad Nutter, President and Chief Executive Officer of Haemonetics Corporation, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Haemonetics Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 11, 2003

s/Brad Nutter

Brad Nutter, President and
Chief Executive Officer (Principal
Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, Ronald J. Ryan, Vice President and Chief Financial Officer of Haemonetics Corporation, certify that:

I have reviewed this quarterly report on Form 10-Q of Haemonetics Corporation;

1. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

2. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

3. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

4. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   a) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

   b) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 11, 2003 s/Ronald J. Ryan

Ronald J. Ryan, Vice President and
Chief Financial Officer (Principal
Financial Officer)

EXHIBIT 32.1

Certification Pursuant To
18 U.S.C. Section 1350,
As Adopted Pursuant To
Section 906 of the Sarbanes/Oxley Act of 2002

In connection with the Quarterly Report of Haemonetics Corporation (the "Company") on Form 10-Q for the period ending September 27, 2003 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brad Nutter, President and Chief Executive Officer of the Company, certify, pursuant to Section 1350 of Chapter 63 of Title 18, United States Code, that this Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in this Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 11, 2003

s/Brad Nutter

Brad Nutter,
President and Chief Executive Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Haemonetics and will be retained by Haemonetics and furnished to the Securities and Exchange Commission or its staff upon request.

~~EXHIBIT 32.2~~

~~Certification Pursuant To~~
~~18 U.S.C. Section 1350,~~
~~As Adopted Pursuant To~~
~~Section 906 of the Sarbanes/Oxley Act of 2002~~

~~In connection with the Quarterly Report of Haemonetics Corporation (the "Company") on Form 10-Q for the period ending September 27, 2003 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Ronald J. Ryan, Vice President and Chief Financial Officer of the Company, certify, pursuant to Section 1350 of Chapter 63 of Title 18, United States Code, that this Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in this Report fairly presents, in all material respects, the financial condition and results of operations of the Company.~~

~~Date: November 11, 2003~~

~~s/Ronald J. Ryan~~

~~Ronald J. Ryan,~~
~~Vice President and Chief Financial Officer~~

~~A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Haemonetics and will be retained by Haemonetics and furnished to the Securities and Exchange Commission or its staff upon request.~~