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

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended: January 1, 2022

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number: 001-14041

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.)
125 Summer Street **Boston, Massachusetts**	**02110**
(Address of principal executive offices)	(Zip Code)

(781) 848-7100

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common stock, $.01 par value per share	HAE	New York Stock Exchange

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), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	x	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.) Yes ☐No x

The number of shares of $0.01 par value common stock outstanding as of February 4, 2022: 51,111,595

HAEMONETICS CORPORATION
INDEX

ITEM 1. FINANCIAL STATEMENTS

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

	Three Months Ended		Nine Months Ended	
	January 1, 2022	December 26, 2020	January 1, 2022	December 26, 2020
Net revenues	$ 259,769	$ 240,371	$ 728,194	$ 645,434
Cost of goods sold	121,204	120,114	359,003	329,403
Gross profit	138,565	120,257	369,191	316,031
Operating expenses:				
Research and development	10,037	7,501	33,591	22,014
Selling, general and administrative	80,726	65,641	247,722	191,504
Amortization of intangible assets	12,151	7,805	35,930	24,204
Gains on divestitures and sale of assets	—	(1,115)	(9,603)	(32,613)
Total operating expenses	102,914	79,832	307,640	205,109
Operating income	35,651	40,425	61,551	110,922
Interest and other expense, net	(4,263)	(3,051)	(13,249)	(10,612)
Income before provision for income taxes	31,388	37,374	48,302	100,310
Provision for income taxes	8,156	5,492	14,668	9,800
Net income	**$ 23,232**	**$ 31,882**	**$ 33,634**	**$ 90,510**
Net income per share - basic	$ 0.45	$ 0.63	$ 0.66	$ 1.79
Net income per share - diluted	$ 0.45	$ 0.62	$ 0.65	$ 1.77
Weighted average shares outstanding				
Basic	51,094	50,789	51,024	50,634
Diluted	51,344	51,363	51,356	51,234
Comprehensive income	$ 23,419	$ 40,496	$ 33,832	$ 105,787

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

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

	January 1, 2022	April 3, 2021
ASSETS		
Current assets:		
Cash and cash equivalents	$ 236,877	$ 192,305
Accounts receivable, less allowance of $2,382 at January 1, 2022 and $2,226 at April 3, 2021	154,980	127,555
Inventories, net	305,741	322,614
Prepaid expenses and other current assets	31,857	51,072
Total current assets	729,455	693,546
Property, plant and equipment, net	238,841	217,559
Intangible assets, less accumulated amortization of $362,637 at January 1, 2022 and $320,640 at April 3, 2021	323,951	365,483
Goodwill	468,199	466,444
Deferred tax asset	6,050	6,009
Other long-term assets	64,880	70,882
Total assets	**$ 1,831,376**	**$ 1,819,923**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Notes payable and current maturities of long-term debt	$ 144,064	$ 17,016
Accounts payable	51,175	50,293
Accrued payroll and related costs	39,046	47,600
Other liabilities	121,126	138,586
Total current liabilities	355,411	253,495
Long-term debt, net of current maturities	633,118	690,592
Deferred tax liability	26,132	43,825
Other long-term liabilities	85,940	100,341
Total stockholders' equity		
Common stock, $0.01 par value; Authorized — 150,000,000 shares; Issued and outstanding — 51,111,046 shares at January 1, 2022 and 50,868,820 shares at April 3, 2021	511	509
Additional paid-in capital	566,963	602,727
Retained earnings	192,650	157,981
Accumulated other comprehensive loss	(29,349)	(29,547)
Total stockholders' equity	730,775	731,670
Total liabilities and stockholders' equity	**$ 1,831,376**	**$ 1,819,923**

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

HAEMONETICS CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Unaudited in thousands)

	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
	Shares	Par Value				
Balance, April 3, 2021	**50,869**	**$ 509**	**$ 602,727**	**$ 157,981**	**$ (29,547)**	**$ 731,670**
Employee stock purchase plan	39	—	2,210	—	—	2,210
Exercise of stock options	14	—	500	—	—	500
Issuance of restricted stock, net of cancellations	91	1	(1)	—	—	—
Cumulative effect of change in accounting standards	—	—	(61,156)	1,035	—	(60,121)
Share-based compensation expense	—	—	6,828	—	—	6,828
Net loss	—	—	—	(4,454)	—	(4,454)
Other comprehensive income	—	—	—	—	447	447
Balance, July 3, 2021	**51,013**	**$ 510**	**$ 551,108**	**$ 154,562**	**$ (29,100)**	**$ 677,080**
Exercise of stock options	28	1	1,069	—	—	1,070
Issuance of restricted stock, net of cancellations	19	—	—	—	—	—
Share-based compensation expense	—	—	5,979	—	—	5,979
Net income	—	—	—	14,856	—	14,856
Other comprehensive income	—	—	—	—	(436)	(436)
Balance, October 2, 2021	**51,060**	**$ 511**	**$ 558,156**	**$ 169,418**	**$ (29,536)**	**$ 698,549**
Employee stock purchase plan	36	—	1,999	—	—	1,999
Exercise of stock options	12	—	353	—	—	353
Issuance of restricted stock, net of cancellations	3	—	—	—	—	—
Share-based compensation expense	—	—	6,455	—	—	6,455
Net income	—	—	—	23,232	—	23,232
Other comprehensive income	—	—	—	—	187	187
Balance, January 1, 2022	**51,111**	**$ 511**	**$ 566,963**	**$ 192,650**	**$ (29,349)**	**$ 730,775**

HAEMONETICS CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Unaudited in thousands)

	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
	Shares	Par Value				
Balance, March 28, 2020	**50,323**	**$ 503**	**$ 553,229**	**$ 78,512**	**$ (45,135)**	**$ 587,109**
Employee stock purchase plan	22	—	2,144	—	—	2,144
Exercise of stock options	28	1	1,192	—	—	1,193
Issuance of restricted stock, net of cancellations	298	3	(3)	—	—	—
Share-based compensation expense	—	—	6,167	—	—	6,167
Net income	—	—	—	10,527	—	10,527
Other comprehensive income	—	—	—	—	1,429	1,429
Balance, June 27, 2020	**50,671**	**$ 507**	**$ 562,729**	**$ 89,039**	**$ (43,706)**	**$ 608,569**
Exercise of stock options	2	—	67	—	—	67
Issuance of restricted stock, net of cancellations	30	—	—	—	—	—
Share-based compensation expense	—	—	5,952	—	—	5,952
Net income	—	—	—	48,101	—	48,101
Other comprehensive income	—	—	—	—	5,234	5,234
Balance, September 26, 2020	**50,703**	**$ 507**	**$ 568,748**	**$ 137,140**	**$ (38,472)**	**$ 667,923**
Employee stock purchase plan	22	—	1,868	—	—	1,868
Exercise of stock options	50	—	2,578	—	—	2,578
Issuance of restricted stock, net of cancellations	42	1	(1)	—	—	—
Share-based compensation expense	—	—	6,287	—	—	6,287
Net income	—	—	—	31,882	—	31,882
Other comprehensive income	—	—	—	—	8,614	8,614
Balance, December 26, 2020	**50,817**	**$ 508**	**$ 579,480**	**$ 169,022**	**$ (29,858)**	**$ 719,152**

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

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

	Nine Months Ended	
	January 1, 2022	**December 26, 2020**
Cash Flows from Operating Activities:		
Net income	$ 33,634	$ 90,510
Adjustments to reconcile net income to net cash provided by operating activities:		
Non-cash items:		
Depreciation and amortization	72,934	62,377
Amortization of fair value inventory step-up	5,295	—
Impairment of assets	5,144	1,028
Share-based compensation expense	19,262	18,406
Amortization of deferred finance costs	2,608	425
(Benefit) provision for losses on inventory	(280)	3,779
Gains on divestitures and sale of assets	(9,603)	(32,613)
Deferred tax benefit	1,999	(3,953)
Contingent consideration expense	10,272	—
Other non-cash operating activities	1,103	89
Change in operating assets and liabilities:		
Change in accounts receivable	(28,736)	18,588
Change in inventories	11,589	(33,728)
Change in prepaid income taxes	4,400	1,181
Change in other assets and other liabilities	(6,010)	2,687
Change in accounts payable and accrued expenses	(19,398)	(21,518)
Net cash provided by operating activities	104,213	107,258
Cash Flows from Investing Activities:		
Capital expenditures	(61,394)	(25,408)
Acquisition	(2,500)	(16,606)
Proceeds from divestitures	10,642	44,587
Proceeds from sale of property, plant and equipment	1,419	1,085
Net cash (used in) provided by investing activities	(51,833)	3,658
Cash Flows from Financing Activities:		
Net (decrease) in short-term loans	—	(60,000)
Repayment of term loan borrowings	(13,125)	(13,125)
Proceeds from employee stock purchase plan	4,210	4,012
Proceeds from exercise of stock options	1,923	3,838
Other	8	(32)
Net cash used in financing activities	(6,984)	(65,307)
Effect of exchange rates on cash and cash equivalents	(824)	6,082
Net Change in Cash and Cash Equivalents	44,572	51,691
Cash and Cash Equivalents at Beginning of Period	192,305	137,311
Cash and Cash Equivalents at End of Period	**$ 236,877**	**$ 189,002**
Supplemental Disclosures of Cash Flow Information:		
Non-Cash Investing and Financing Activities:		
Transfers from inventory to fixed assets for placement of Haemonetics equipment	$ 25,385	$ 5,878

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

1. BASIS OF PRESENTATION

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of Haemonetics Corporation ("Haemonetics" or the "Company") presented herein have been prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. 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 U.S. GAAP for complete financial statements. In the opinion of the Company's management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included. All intercompany transactions have been eliminated. Operating results for the nine months ended January 1, 2022 are not necessarily indicative of the results that may be expected for the full fiscal year ending April 2, 2022 or any other interim period. The Company has assessed its ability to continue as a going concern. As of January 1, 2022, the Company has concluded that substantial doubt about its ability to continue as a going concern does not exist. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and footnotes included in the Annual Report on Form 10-K for the fiscal year ended April 3, 2021.

The Company considers events or transactions that occur after the balance sheet date but prior to the issuance of the financial statements to provide additional evidence relative to certain estimates or to identify matters that require additional disclosure. Subsequent events have been evaluated as required. There were no material recognized or unrecognized subsequent events as of or for the three and nine months ended January 1, 2022.

2. RECENT ACCOUNTING PRONOUNCEMENTS

Standards Implemented

In December 2019, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Codification ("ASC") Update No. 2019-12 — Income Taxes (Topic 740). The new guidance improves consistent application of and simplifies the accounting for income taxes by removing certain exceptions to the general principals in Topic 740. The Company adopted ASC Update No. 2019-12 effective April 4, 2021. The adoption did not have a material impact on the Company's financial position or results of operations.

In August 2020, the FASB issued ASC Update No. 2020-06 — Debt - Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging - Contracts in Entity's Own Equity (Subtopic 815-40). The amendments simplify the complexity associated with applying U.S. GAAP for certain financial instruments with characteristics of liabilities and equity. Update No. 2020-06 is effective for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. The Company early adopted ASC Update No. 2020-06 effective April 4, 2021 using the modified retrospective method, which resulted in a decrease of $61.2 million to additional paid-in capital, a decrease to non-current deferred tax liabilities of $20.0 million, and an increase of $80.3 million to non-current convertible notes, net, on the Condensed Consolidated Balance Sheets. Additionally, retained earnings was adjusted to remove amortization expense recognized in prior periods related to the debt discount and the convertible notes no longer have a debt discount that will be amortized, net of taxes. The impact to retained earnings on the Condensed Consolidated Balance Sheets as of April 4, 2021 is an increase of $1.0 million.

In July 2021, the FASB issued ASC Update No. 2021-05 — Leases (Topic 842). The new guidance requires a lessor to classify a lease with variable lease payments that do not depend on an index or rate as an operating lease at lease commencement if the lease would have been classified as a sales-type lease or a direct financing lease in accordance with the classification criteria of ASC 842 and the lessor would have otherwise recognized a day-one loss. The Company prospectively adopted ASC Update No. 2021-05 effective in the second quarter of fiscal year 2022. The adoption did not have a material impact on the Company's financial position or results of operations.

3. RESTRUCTURING

On an ongoing basis, the Company reviews the global economy, the healthcare industry, and the markets in which it competes to identify opportunities for efficiencies, enhance commercial capabilities, align its resources and offer its customers better solutions. In order to realize these opportunities, the Company undertakes restructuring-type activities to transform its business.

In July 2019, the Board of Directors of the Company approved the Operational Excellence Program (the "2020 Program") and delegated authority to the Company's management to determine the detail of the initiatives that will comprise the program. During the first quarter of fiscal 2022, the Company revised the program to improve product and service quality, reduce cost principally in its manufacturing and supply chain operations and ensure sustainability while helping to offset impacts from a previously announced customer loss, rising inflationary pressures and effects of the COVID-19 pandemic. The Company now expects to incur aggregate charges between $95 million and $105 million by the end of fiscal 2025. The majority of charges will result in cash outlays, including severance and other employee costs, and will be incurred as the specific actions required to execute these initiatives are identified and approved. During the three and nine months ended January 1, 2022, the Company incurred $5.7 million and $20.2 million, respectively, of restructuring and restructuring related costs under this program. During the three and nine months ended December 26, 2020, the Company incurred $3.1 million and $11.1 million, respectively, of restructuring and restructuring related costs under this program. Total cumulative charges under this program are $47.2 million.

The following table summarizes the activity for restructuring reserves related to the 2020 Program and prior programs for the nine months ended January 1, 2022, substantially all of which relates to employee severance and other employee costs:

(In thousands)	2020 Program	Prior Programs	Total
Balance at April 3, 2021	$ 575	$ 437	$ 1,012
Costs incurred, net of reversals	4,008	28	4,036
Payments	(1,988)	(33)	(2,021)
Balance at January 1, 2022	$ 2,595	$ 432	$ 3,027

The following presents the restructuring costs by line item within our accompanying unaudited Condensed Consolidated Statements of Income and Comprehensive Income:

	Three Months Ended		Nine Months Ended	
(In thousands)	January 1, 2022	December 26, 2020	January 1, 2022	December 26, 2020
Cost of goods sold	$ (187)	$ (49)	$ 2,276	$ 218
Research and development	—	(2)	108	108
Selling, general and administrative expenses	108	(41)	1,652	574
	$ (79)	$ (92)	$ 4,036	$ 900

As of January 1, 2022, the Company had a restructuring liability of $3.0 million, of which $2.6 million is payable within the next twelve months.

In addition to the restructuring costs included in the table above, the Company also incurred costs that do not constitute restructuring under ASC 420, *Exit and Disposal Cost Obligations*, and which the Company instead refers to as restructuring related costs. These costs consist primarily of expenditures directly related to the restructuring actions and include program management costs associated with the implementation of outsourcing initiatives and recent accounting standards.

The tables below present restructuring and restructuring related costs by reportable segment:

Restructuring costs	**Three Months Ended**		**Nine Months Ended**	
(In thousands)	**January 1, 2022**	**December 26, 2020**	**January 1, 2022**	**December 26, 2020**
Plasma	$ (192)	$ (27)	$ 2,507	$ 454
Blood Center	—	66	3	240
Hospital	—	—	(91)	(18)
Corporate	113	(131)	1,617	224
Total	$ (79)	$ (92)	$ 4,036	$ 900

Restructuring related costs	**Three Months Ended**		**Nine Months Ended**	
(In thousands)	**January 1, 2022**	**December 26, 2020**	**January 1, 2022**	**December 26, 2020**
Plasma	$ 1,400	$ 431	$ 4,541	$ 1,235
Blood Center	24	518	554	1,024
Hospital	127	4	292	14
Corporate	4,210	2,282	10,827	8,410
Total	$ 5,761	$ 3,235	$ 16,214	$ 10,683
Total restructuring and restructuring related costs	**$ 5,682**	**$ 3,143**	**$ 20,250**	**$ 11,583**

4. ACQUISITIONS

On January 17, 2021, the Company entered into an Agreement and Plan of Merger with Cardiva Medical, Inc. (“Cardiva”), an industry-leading manufacturer of vascular closure systems based in Santa Clara, California. In connection with this acquisition, which closed on March 1, 2021, the Company acquired 100% of the issued and outstanding shares of capital stock of Cardiva for total consideration of $489.8 million, which consisted of upfront payments in the aggregate of $465.5 million ($418.2 million net of cash acquired) and the fair value of contingent consideration of $24.3 million. The contingent consideration, which could total a maximum of $35.0 million, is payable over the next two years based on sales growth. The Company financed the acquisition through a combination of cash, borrowings under its revolving credit facility and an additional $150.0 million term loan under its existing credit facility.

Cardiva’s portfolio includes two catheter-based vascular access site closure devices. The VASCADE® vascular closure system is designed for “small-bore” femoral arterial and venous closure, generally used in interventional cardiology and peripheral vascular procedures. The VASCADE MVP® vascular closure system is designed for “mid-bore” multi-access femoral venous closure, generally used in electrophysiology procedures, and is the only U.S. Food and Drug Administration (“FDA”) approved closure device for use following cardiac ablation procedures requiring two or more access sites within the same vessel. The addition of the VASCADE portfolio to the Hospital business unit includes products with demonstrated benefits and enhances penetration into the large and growing interventional cardiology and electrophysiology markets.

Purchase Price Allocation

The Company accounted for the acquisition as a business combination, and in accordance with FASB ASC Topic 805, Business Combinations (Topic 805), recorded the assets acquired and liabilities assumed at their fair values as of the acquisition date. The fair value of assets acquired and liabilities assumed have been recognized based on management’s estimates and assumptions using the information regarding facts and circumstances that existed at the closing date. The assessment of fair value is preliminary and is based on information that was available at the time the consolidated financial statements were prepared. The accounting for income taxes remains preliminary, as the Company is finalizing additional information to complete its assessment. Measurement period adjustments will be recorded in the period in which they are determined, as if they had been completed at the acquisition date. The finalization of the Company’s purchase accounting assessment could result in changes in the valuation of assets acquired and liabilities assumed, which could be material. The final determination of the fair value of certain assets and liabilities will be completed within the measurement period as required by Topic 805. As of January 1, 2022, the valuation studies necessary to determine the fair market value of the assets acquired and liabilities assumed are completed.

The purchase price of $442.3 million, net of $47.3 million of cash acquired, consisted of the amounts presented below, which represent the preliminary determination of the fair value of the identifiable assets acquired and liabilities assumed:

(In thousands)		**March 1, 2021**
Accounts receivable	$	7,304
Inventories		18,765
Prepaid expenses and other current assets		850
Property, plant and equipment		1,186
Intangible assets		250,560
Goodwill		253,966
Other long-term assets		1,868
Total assets acquired	**$**	**534,499**
Accounts payable		3,292
Accrued payroll and related costs		58,211
Other liabilities		1,853
Deferred tax liability		27,102
Other long-term liabilities		1,772
Total liabilities assumed	**$**	**92,230**
Net assets acquired	**$**	**442,269**

The Company determined the identifiable intangible assets were completed technology, customer relationships, trademarks and in-process research and development ("IPR&D"). The fair values of intangible assets were based on valuation techniques with estimates and assumptions developed by the Company. Completed technology and IPR&D were valued using the excess earnings method. Customer relationships were valued using the distributor method. Trademarks were valued using the relief from royalty method. The cash flows used in the valuation of the intangible assets were based on estimates used to price the transaction. In developing the discount rates applied to the cash flow projections, the discount rates were benchmarked with reference to the implied rate of return from the transaction model and the weighted average cost of capital and then adjusted to reflect the relative risk of the asset.

The excess of the purchase price over the tangible assets, identifiable intangible assets and assumed liabilities was recorded as goodwill. As a result of the acquisition of Cardiva, the Company recognized goodwill of $254.0 million, which is attributable to the revenue and cash flow projections associated with completed technologies and the development of future technology that does not exist in the current IPR&D pipeline. The goodwill is not deductible for tax purposes and relates entirely to the Hospital reportable segment.

Intangible assets acquired consist of the following:

(In thousands)		**Amount**	**Weighted-Average Amortization Period**	**Risk-Adjusted Discount Rates used in Purchase Price Allocation**
Completed technology	$	213,290	13 years	13.5 %
Customer relationships		18,166	12 years	13.0 %
Trademarks		5,437	13 years	13.5 %
IPR&D		13,667	Indefinite	15.0 %
Total	**$**	**250,560**		

The Company recorded a long-term deferred tax liability, net, of $27.1 million primarily related to definite-lived intangible assets which cannot be deducted for tax purposes, partially offset by deferred tax assets primarily related to net operating losses acquired.

Acquisition-Related Costs

The amount of acquisition-related costs incurred associated with the acquisition was $9.6 million for the fiscal year ending April 3, 2021. The Company incurred acquisition costs related to legal and other professional fees in the amount of $6.6 million and an additional $3.0 million of debt financing costs and lender fees which were recognized in selling, general and administrative and as interest expense on the unaudited Condensed Consolidated Statements of Income and Comprehensive Income, respectively.

HAS Intellectual Property

In January 2021, the Company entered into an agreement to acquire certain intellectual property owned by HemoAssay Science and Technology (Suzhou) Co. Ltd., a China-incorporated company, and its affiliates (collectively, "HemoAssay") underlying their HAS viscoelastic diagnostic devices, related assays and disposables. The Company previously entered into exclusive manufacturing and distribution agreements with HemoAssay pursuant to which it has exclusive rights to commercialize HemoAssay's HAS devices in China. In connection with the transaction, the Company has agreed to pay up to $15.0 million to HemoAssay in contingent consideration based on certain developmental and manufacturing based milestones. During the nine months ended January 1, 2022, the Company made $2.5 million of milestone payments which were recorded within intangible assets on the Condensed Consolidated Balance Sheets. These products augment the Company's portfolio of hemostasis analyzers within the Hospital business unit.

enicor GmbH

On April 1, 2020, the Company acquired all of the outstanding equity of enicor GmbH ("enicor"), the manufacturer of ClotPro®, a new generation whole blood coagulation testing system that is currently available in select European and Asia Pacific markets, for total consideration of $20.5 million, which consisted of upfront payments of $16.6 million and the fair value of contingent consideration of $3.9 million. The contingent consideration, which could total a maximum of $4.5 million, consists of payments related to the achievement of certain revenue and regulatory milestones. The acquisition of this viscoelastic diagnostic device augments the Company's portfolio of hemostasis analyzers within the Hospital business unit.

Purchase Price Allocation

The Company accounted for the acquisition of enicor as a business combination, and in accordance with FASB ASC Topic 805, *Business Combinations* (*Topic 805*), recorded the assets acquired and liabilities assumed at their respective fair values as of the acquisition date.

The following amounts represent the determination of the fair value of the identifiable assets acquired and liabilities assumed for enicor completed during fiscal 2021:

(In thousands)		**April 1, 2020**
Inventory	$	634
Other current assets		685
Property, plant and equipment		289
Intangible assets		14,090
Goodwill		8,153
Total assets acquired	**$**	**23,851**
Other current liabilities		289
Deferred tax liability		3,036
Total liabilities assumed	**$**	**3,325**
Net assets acquired	**$**	**20,526**

The Company determined the identifiable intangible assets were completed technology, customer relationships and a trademark. The fair value of the intangible assets was estimated using the income approach, and the cash flow projections were discounted using a rate of 20%. The cash flows were based on estimates used to price the transaction, and the discount rates applied were benchmarked with reference to the implied rate of return from the transaction model and the weighted average cost of capital. The benefits of adding a viscoelastic diagnostic device to the Company's portfolio of hemostasis analyzers within the Hospital business unit contributed to an acquisition price in excess of the fair value of net assets acquired for enicor, which resulted in the establishment of goodwill. In addition, the benefits of lower cost manufacturing and complementary sales channels also contributed to the establishment of goodwill for this acquisition. None of the goodwill is expected to be deductible for income tax purposes.

Intangible assets acquired consist of the following:

(In thousands)	Amount	Weighted-Average Amortization Period	Risk-Adjusted Discount Rates used in Purchase Price Allocation
Completed technology	$ 13,441	10 Years	20 %
Customer relationships	347	10 Years	20 %
Trademark	302	10 Years	20 %
Total	**$ 14,090**		

Acquisition-Related Costs

The amount of acquisition-related costs incurred associated with the acquisition was $0.2 million for the nine months ended December 26, 2020.

5. DIVESTITURES

Fajardo, Puerto Rico Manufacturing Operations

On June 29, 2020, the Company sold its Fajardo, Puerto Rico, manufacturing operations to GVS, S.p.A ("GVS"), a leading provider of advanced filtration solutions for critical applications for $15.1 million ($7.8 million, net of cash transferred). Under the terms of the agreement, Haemonetics retained all intellectual property rights to its proprietary blood filters currently manufactured at its Fajardo facility and GVS acquired certain assets consisting primarily of property, plant and equipment, inventory and cash and has assumed certain related liabilities. In connection with this transaction, the Company and GVS also entered into a long-term supply and development agreement that, among other things, grants GVS exclusive rights to manufacture and supply the blood filters currently produced at the Fajardo facility for Haemonetics. The Company also agreed to provide certain transition services to GVS, generally for a period of up to three months depending on the nature of the service.

As a result of this transaction, Haemonetics recognized a pre-tax impairment charge in its Blood Center business unit of $1.0 million in the first quarter of fiscal 2021 and an incremental loss of $0.4 million based on closing adjustments during the third quarter of fiscal 2021, as the carrying value of the assets and liabilities in the asset transfer exceeded the net of the $15.1 million of cash proceeds and an additional contingent liability of $1.5 million. The disposal group consisted of $3.3 million of inventory, $7.2 million of fixed assets, $3.2 million of other liabilities, and $0.4 million of goodwill allocated based on fair value to the business.

U.S. Blood Donor Management Software

On July 1, 2020, the Company sold certain U.S. blood donor management software solution assets within its Blood Center business unit to the GPI Group ("GPI") for an upfront cash payment of $14.0 million ($13.6 million, net of working capital adjustments) and up to $14.0 million in additional consideration contingent on the achievement of commercial milestones over the twelve month period immediately following the closing of the transaction. The disposal group consisted of $1.4 million of accounts receivable, $0.9 million of intangible assets, other liabilities of $1.8 million and $1.4 million of goodwill allocated based on fair value to the business. The Company recognized a gain of $13.2 million associated with the transaction in fiscal 2021. During the first quarter of fiscal year 2022, the Company recognized an additional gain of $9.6 million for contingent consideration earned.

Inlog Holdings France

On September 18, 2020, the Company sold its wholly-owned subsidiary Inlog Holdings France SAS to Abénex Capital ("Abénex"), a private equity firm based in France for $30.5 million ($24.5 million, net of cash transferred). Inlog Holdings France SAS, through its subsidiary In Log SAS, develops and sells blood bank and hospital software solutions used predominantly in France and in several other countries outside of the U.S. The disposal group included $2.2 million of intangible assets, $2.2 million of accounts receivable, $0.3 million of other assets, $3.3 million of liabilities and $3.3 million of goodwill allocated based on the fair value of the business which impacted both the Blood Center and Hospital business units. The Company recognized a gain of $20.0 million upon closing of the transaction in the second quarter of fiscal 2021.

6. INCOME TAXES

The Company conducts business globally and reports its results of operations in a number of foreign jurisdictions in addition to the United States. The Company's reported tax rate is impacted by the jurisdictional mix of earnings in any given period as the foreign jurisdictions in which it operates have tax rates that differ from the U.S. statutory tax rate.

For the three and nine months ended January 1, 2022, the Company reported income tax expense of $8.2 million and $14.7 million, respectively, representing effective tax rates of 26.0% and 30.4%, respectively. The effective tax rate for the nine months ended January 1, 2022 includes discrete tax expense relating to stock compensation shortfalls of $0.9 million, with no discrete tax expense relating to stock compensation shortfalls recorded in the three months ended January 1, 2022.

For the three and nine months ended December 26, 2020, the Company reported income tax expense of $5.5 million and $9.8 million, respectively, representing effective tax rates of 14.7% and 9.8%, respectively. The effective tax rates for the three and nine months ended December 26, 2020 included discrete tax benefits recognized from excess stock compensation deductions of $1.0 million and $5.1 million, respectively. The effective tax rates were also impacted by the jurisdictional mix of earnings including divestiture transactions. During the nine months ended December 26, 2020, the Company sold its Fajardo, Puerto Rico manufacturing operations, certain U.S. blood donor management software solution assets, and its wholly-owned subsidiary, Inlog Holdings France SAS. The tax expense on divestitures, including the associated valuation allowance impacts, were included in the computation of the annual effective tax rate.

7. EARNINGS PER SHARE

The following table provides a reconciliation of the numerators and denominators of the basic and diluted earnings per share computations.

	Three Months Ended		Nine Months Ended	
(In thousands, except per share amounts)	January 1, 2022	December 26, 2020	January 1, 2022	December 26, 2020
Basic EPS				
Net income	$ 23,232	$ 31,882	$ 33,634	$ 90,510
Weighted average shares	51,094	50,789	51,024	50,634
Basic income per share	**$ 0.45**	**$ 0.63**	**$ 0.66**	**$ 1.79**
Diluted EPS				
Net income	$ 23,232	$ 31,882	$ 33,634	$ 90,510
Basic weighted average shares	51,094	50,789	51,024	50,634
Net effect of common stock equivalents	250	574	332	600
Diluted weighted average shares	51,344	51,363	51,356	51,234
Diluted income per share	**$ 0.45**	**$ 0.62**	**$ 0.65**	**$ 1.77**

Basic earnings per share is calculated using the Company's weighted-average outstanding common stock. Diluted earnings per share is calculated using its weighted-average outstanding common stock including the dilutive effect of stock awards as determined under the treasury stock method and the convertible senior notes as determined under the net share settlement method. From the time of the issuance of the convertible senior notes, the average market price of the Company's common shares has been less than the initial conversion price, and consequently no shares have been included in diluted earnings per share for the conversion value of the convertible senior notes. For the three and nine months ended January 1, 2022, weighted average shares outstanding, assuming dilution, excludes the impact of 0.9 million anti-dilutive shares. For the three and nine

months ended December 26, 2020, weighted average shares outstanding, assuming dilution, excludes the impact of 0.4 million and 0.6 million anti-dilutive shares, respectively.

8. REVENUE

The Company's revenue recognition policy is to recognize revenues from product sales, software and services in accordance with ASC Topic 606, *Revenue from Contracts with Customers*. Revenue is recognized when obligations under the terms of a contract with a customer are satisfied; this occurs with the transfer of control of the Company's goods or services. The Company considers revenue to be earned when all of the following criteria are met: it has a contract with a customer that creates enforceable rights and obligations; promised products or services are identified; the transaction price, or the consideration it expects to receive for transferring goods or providing services, is determinable and it has transferred control of the promised items to the customer. A promise in a contract to transfer a distinct good or service to the customer is identified as a performance obligation. A contract's transaction price is allocated to each performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. Some of the Company's contracts have multiple performance obligations. For contracts with multiple performance obligations, the Company allocates the contract's transaction price to each performance obligation based on the estimated standalone selling prices of the good or service in the contract. For goods or services for which observable standalone selling prices are not available, the Company uses an expected cost plus a margin approach to estimate the standalone selling price of each performance obligation.

As of January 1, 2022, the Company had $23.4 million of its transaction price allocated to remaining performance obligations related to executed contracts with an original duration of one year or more. The Company expects to recognize approximately 74% of this amount as revenue within the next twelve months and the remaining balance thereafter.

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the Condensed Consolidated Balance Sheets. The difference in timing between billing and revenue recognition primarily occurs in software licensing arrangements, resulting in contract assets and contract liabilities.

As of January 1, 2022 and April 3, 2021, the Company had contract assets of $5.5 million and $4.8 million, respectively. Contract assets are classified as other current assets and other long-term assets on the Condensed Consolidated Balance Sheets.

As of January 1, 2022 and April 3, 2021, the Company had contract liabilities of $24.4 million and $20.9 million, respectively. During the three and nine months ended January 1, 2022, the Company recognized $4.0 million and $17.2 million of revenue, respectively, that was included in the above April 3, 2021 contract liability balance.

9. INVENTORIES

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

(In thousands)	January 1, 2022	April 3, 2021
Raw materials	$ 89,503	$ 74,910
Work-in-process	18,281	23,111
Finished goods	197,957	224,593
Total inventories	**$ 305,741**	**$ 322,614**

10. LEASES

Lessee Activity

During fiscal 2021, the Company entered into a lease for manufacturing space in Clinton, PA. The Company's current manufacturing operations in Leetsdale, PA will be relocated to the Clinton, PA facility. The lease term associated with the new manufacturing facility is 15 years and 7 months and includes two five year renewal options followed by one four year renewal option. During fiscal 2021, the Company recorded a right-of-use asset of $11.3 million and corresponding liabilities of $15.4 million upon commencement of the lease term in May 2020. In addition, the Company recorded a $4.1 million lease incentive receivable associated with this lease agreement which was received during fiscal 2021.

Lessor Activity

Assets on the Company's balance sheet classified as Haemonetics equipment primarily consist of medical devices installed at customer sites but owned by Haemonetics. These devices are leased to customers under contractual arrangements that typically include an operating or sales-type lease as well as the purchase and consumption of a certain level of disposable products. Sales-type leases are not significant. Contract terms vary by customer and may include options to terminate the contract or options to extend the contract. Where devices are provided under operating lease arrangements, a substantial majority of the entire lease revenue is variable and subject to subsequent non-lease component (disposable products) sales. The allocation of revenue between the lease and non-lease components is based on stand-alone selling prices. Operating lease revenue represents less than 3 percent of the Company's total net sales.

11. NOTES PAYABLE AND LONG-TERM DEBT

Convertible Senior Notes

In March 2021, the Company issued $500.0 million aggregate principal amount of 0% convertible senior notes due 2026 (the "2026 Notes"). The 2026 Notes are governed by the terms of the Indenture between the Company and U.S. Bank National Association, as trustee (the "Indenture"). The total net proceeds from the sale of the 2026 Notes, after deducting the initial purchasers' discounts and debt issuance costs, were approximately $486.7 million. The 2026 Notes will mature on March 1, 2026, unless earlier converted, redeemed or repurchased.

During the third quarter of fiscal 2022, the conditions allowing holders of the 2026 Notes to convert have not been met. The 2026 Notes were therefore not convertible as of January 1, 2022 and were classified as long-term debt on the Company's Condensed Consolidated Balance Sheets.

In accounting for the issuance of the 2026 Notes, the 2026 Notes were separated into liability and equity components. The Company estimated the liability and equity components of the 2026 Notes to be $416.4 million and $83.6 million respectively, at the issuance date. On April 4, 2021, the Company adopted ASC Update No. 2020-06 using the modified retrospective method, which resulted in a decrease of $61.2 million to additional paid-in capital, a decrease to non-current deferred tax liabilities of $20.0 million, and an increase of $80.3 million to non-current convertible notes, net, on the Condensed Consolidated Balance Sheets. Additionally, retained earnings was adjusted to remove amortization expense recognized in prior periods related to the debt discount and the convertible notes no longer have a debt discount that will be amortized, net of taxes. The impact to retained earnings on the Condensed Consolidated Balance Sheets as of April 4, 2021 is an increase of $1.0 million.

As of January 1, 2022, the $500.0 million principal balance was netted down by $11.2 million of deferred financing costs.

Credit Facilities

On June 15, 2018, the Company entered into a credit agreement with certain lenders which provided for a $350.0 million term loan (the "Term Loan") and a $350.0 million revolving loan (the "Revolving Credit Facility" and together with the Term Loan, as amended from time to time, the "Credit Facilities"). The Credit Facilities expire on June 15, 2023. Interest on the Credit Facilities is established using LIBOR plus 1.13% - 1.75%, depending on the Company's leverage ratio. Under the Credit Facilities, the Company is required to maintain certain leverage and interest coverage ratios specified in the credit agreement as well as other customary non-financial affirmative and negative covenants. At January 1, 2022, $288.8 million was outstanding under the Term Loan with an effective interest rate of 1.9%. There were no borrowings outstanding on the Revolving Credit Facility. The Company also has $24.7 million of uncommitted operating lines of credit to fund its global operations under which there were no outstanding borrowings as of January 1, 2022.

The Company has required scheduled principal payments of $4.4 million during the remainder of fiscal 2022, $214.4 million during fiscal 2023 and $70.0 million during the first quarter of fiscal 2024.

The Company was in compliance with the leverage and interest coverage ratios specified in the Credit Facilities as well as all other bank covenants as of January 1, 2022.

12. FINANCIAL INSTRUMENTS AND FAIR VALUE MEASUREMENTS

The Company manufactures, markets and sells its products globally. During the three and nine months ended January 1, 2022, 35.6% and 36.8%, respectively, of the Company's sales were generated outside the U.S., generally in foreign currencies. The Company also incurs certain manufacturing, marketing and selling costs in international markets in local currency.

Accordingly, earnings and cash flows are exposed to market risk from changes in foreign currency exchange rates relative to the U.S. Dollar, the Company's reporting currency. The Company has a program in place that is designed to mitigate the exposure to changes in foreign currency exchange rates. That program includes the use of derivative financial instruments to minimize, for a period of time, the impact on its financial results from changes in foreign exchange rates. The Company utilizes foreign currency forward contracts to hedge the anticipated cash flows from transactions denominated in foreign currencies, primarily the Japanese Yen and the Euro, and to a lesser extent the Swiss Franc, Australian Dollar, Canadian Dollar and the Mexican Peso. This does not eliminate the impact of the volatility of foreign exchange rates. However, because the Company generally enters into forward contracts one year out, rates are fixed for a one-year period, thereby facilitating financial planning and resource allocation.

Designated Foreign Currency Hedge Contracts

All of the Company's designated foreign currency hedge contracts as of January 1, 2022 and April 3, 2021 were cash flow hedges under ASC 815, *Derivatives and Hedging* ("ASC 815"). The Company records the effective portion of any change in the fair value of designated foreign currency hedge contracts in other comprehensive income until the related third-party transaction occurs. Once the related third-party transaction occurs, the Company reclassifies the effective portion of any related gain or loss on the designated foreign currency hedge contracts to earnings. In the event the hedged forecasted transaction does not occur, or it becomes probable that it will not occur, the Company would reclassify the amount of any gain or loss on the related cash flow hedge to earnings at that time. The Company had designated foreign currency hedge contracts outstanding in the contract amount of $39.1 million as of January 1, 2022 and $56.0 million as of April 3, 2021. At January 1, 2022, a gain of $0.4 million, net of tax, will be reclassified to earnings within the next twelve months. Substantially all currency cash flow hedges outstanding as of January 1, 2022 mature within twelve months.

Non-Designated Foreign Currency Contracts

The Company manages its exposure to changes in foreign currency on a consolidated basis to take advantage of offsetting transactions and balances. It uses foreign currency forward contracts as a part of its strategy to manage exposure related to foreign currency denominated monetary assets and liabilities. These foreign currency forward contracts are entered into for periods consistent with currency transaction exposures, generally one month. They are not designated as cash flow or fair value hedges under ASC 815. These forward contracts are marked-to-market with changes in fair value recorded to earnings. The Company had non-designated foreign currency hedge contracts under ASC 815 outstanding in the contract amount of $47.6 million as of January 1, 2022 and $95.6 million as of April 3, 2021.

Interest Rate Swaps

On June 15, 2018, the Company entered into Credit Facilities which provided for a $350.0 million Term Loan and a $350.0 million Revolving Credit Facility. Under the terms of the Credit Facilities, interest is established using LIBOR plus 1.13% - 1.75%. As a result, the Company's earnings and cash flows are exposed to interest rate risk from changes to LIBOR. Part of the Company's interest rate risk management strategy includes the use of interest rate swaps to mitigate its exposure to changes in variable interest rates. The Company's objective in using interest rate swaps is to add stability to interest expense and to manage and reduce the risk inherent in interest rate fluctuations.

In August 2018, the Company entered into two interest rate swap agreements (the "Swaps") to pay an average fixed rate of 2.80% on a total notional value of $241.9 million of debt. As a result of the Swaps, 70% of the Term Loan previously exposed to interest rate risk from changes in LIBOR is now fixed at a rate of 4.05%. The Swaps mature on June 15, 2023. The Company designated the Swaps as cash flow hedges of variable interest rate risk associated with $345.6 million of indebtedness. For the nine months ended January 1, 2022, a gain of $4.9 million, net of tax, was recorded in accumulated other comprehensive loss to recognize the effective portion of the fair value of the Swaps that qualify as cash flow hedges.

Trade Receivables

In the ordinary course of business, the Company grants trade credit to its customers on normal credit terms. In an effort to reduce its credit risk, the Company (i) establishes credit limits for all customers, (ii) performs ongoing credit evaluations of customers' financial condition, (iii) monitors the payment history and aging of customers' receivables, and (iv) monitors open orders against an individual customer's outstanding receivable balance.

The Company's allowance for credit losses is maintained for trade accounts receivable based on the expected collectability, the historical collection experience, the length of time an account is outstanding, the financial position of the customer and information provided by credit rating services. Effective March 29, 2020, the Company adopted Update No. 2016-13, *Financial Instruments – Credit Losses (Topic 326)* which requires consideration of events or circumstances indicating historic collection rates may not be indicative of future collectability. For example, potential adverse changes to customer liquidity from new macroeconomic events such as the COVID-19 pandemic must be taken into consideration. To date, the Company has not experienced significant customer payment defaults, or identified other significant collectability concerns as a result of the pandemic.

The following is a rollforward of the allowance for credit losses:

	Three Months Ended		Nine Months Ended	
(In thousands)	January 1, 2022	December 26, 2020	January 1, 2022	December 26, 2020
Beginning balance	**$ 2,701**	**$ 2,699**	**$ 2,226**	**$ 3,824**
Credit (gain) loss	(305)	(95)	226	(838)
Write-offs	(14)	(79)	(70)	(461)
Ending balance	**$ 2,382**	**$ 2,525**	**$ 2,382**	**$ 2,525**

Fair Value of Derivative Instruments

The following table presents the effect of the Company's derivative instruments designated as cash flow hedges and those not designated as hedging instruments under ASC 815 in its unaudited Condensed Consolidated Statements of Income and Comprehensive Income for the nine months ended January 1, 2022:

(In thousands)	Amount of Gain (Loss) Recognized in Accumulated Other Comprehensive Loss	Amount of Gain (Loss) Reclassified from Accumulated Other Comprehensive Loss into Earnings	Location in Condensed Consolidated Statements of Income and Comprehensive Income	Amount of Gain (Loss) Excluded from Effectiveness Testing	Location in Condensed Consolidated Statements of Income and Comprehensive Income
Designated foreign currency hedge contracts, net of tax	$ 351	$ 1,520	Net revenues, COGS and SG&A	$ (931)	Interest and other expense, net
Non-designated foreign currency hedge contracts	$ —	$ —		$ 1,004	Interest and other expense, net
Designated interest rate swaps, net of tax	$ 1,488	$ (3,367)	Interest and other expense, net	$ —	

The Company did not have fair value hedges or net investment hedges outstanding as of January 1, 2022 or April 3, 2021. As of January 1, 2022, no material deferred taxes were recognized for designated foreign currency hedges.

ASC 815 requires all derivative instruments to be recognized at their fair values as either assets or liabilities on the balance sheet. The Company determines the fair value of its derivative instruments using the framework prescribed by ASC 820, *Fair Value Measurements and Disclosures*, by considering the estimated amount it would receive or pay to sell or transfer these instruments at the reporting date and by taking into account current interest rates, currency exchange rates, current interest rate curves, interest rate volatilities, the creditworthiness of the counterparty for assets, and its creditworthiness for liabilities. In certain instances, the Company may utilize financial models to measure fair value. Generally, it uses inputs that include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; other observable inputs for the asset or liability; and inputs derived principally from, or corroborated by, observable market data by correlation or other means. As of January 1, 2022, the Company has classified its derivative assets and liabilities within Level 2 of the fair value hierarchy prescribed by ASC 815, as discussed below, because these observable inputs are available for substantially the full term of its derivative instruments.

The following tables present the fair value of the Company's derivative instruments as they appear in its Condensed Consolidated Balance Sheets as of January 1, 2022 and April 3, 2021:

(In thousands)	Location in Condensed Consolidated Balance Sheets	As of January 1, 2022	As of April 3, 2021
Derivative Assets:			
Designated foreign currency hedge contracts	Other current assets	$ 1,597	$ 2,061
Non-designated foreign currency hedge contracts	Other current assets	127	104
		$ 1,724	**$ 2,165**
Derivative Liabilities:			
Designated foreign currency hedge contracts	Other current liabilities	$ 84	$ 454
Non-designated foreign currency hedge contracts	Other current liabilities	82	349
Designated interest rate swaps	Other current liabilities	4,466	5,550
Designated interest rate swaps	Other long-term liabilities	622	4,301
		$ 5,254	**$ 10,654**

Other Fair Value Measurements

Fair value is defined as the exit price that would be received from the sale of an asset or paid to transfer a liability, using assumptions that market participants would use in pricing an asset or liability. The fair value guidance establishes the following three-level hierarchy used for measuring fair value:

- Level 1 — Inputs to the valuation methodology are quoted market prices for identical assets or liabilities.
- Level 2 — Inputs to the valuation methodology are other observable inputs, including quoted market prices for similar assets or liabilities and market-corroborated inputs.
- Level 3 — Inputs to the valuation methodology are unobservable inputs based on management's best estimate of inputs market participants would use in pricing the asset or liability at the measurement date, including assumptions about risk.

The Company's money market funds carried at fair value are classified within Level 1 of the fair value hierarchy because they are valued using quoted market prices.

Fair Value Measured on a Recurring Basis

Financial assets and financial liabilities measured at fair value on a recurring basis consist of the following as of January 1, 2022 and April 3, 2021.

	As of January 1, 2022			
(In thousands)	**Level 1**	**Level 2**	**Level 3**	**Total**
Assets				
Money market funds	$ 93,192	$ —	$ —	$ 93,192
Designated foreign currency hedge contracts	—	1,597	—	1,597
Non-designated foreign currency hedge contracts	—	127	—	127
	$ 93,192	**$ 1,724**	**$ —**	**$ 94,916**
Liabilities				
Designated foreign currency hedge contracts	$ —	$ 84	$ —	$ 84
Non-designated foreign currency hedge contracts	—	82	—	82
Designated interest rate swaps	—	5,088	—	5,088
Contingent consideration	—	—	38,377	38,377
	$ —	**$ 5,254**	**$ 38,377**	**$ 43,631**

	As of April 3, 2021			
	Level 1	**Level 2**	**Level 3**	**Total**
Assets				
Money market funds	$ 49,699	$ —	$ —	$ 49,699
Designated foreign currency hedge contracts	—	2,061	—	2,061
Non-designated foreign currency hedge contracts	—	104	—	104
	$ 49,699	**$ 2,165**	**$ —**	**$ 51,864**
Liabilities				
Designated foreign currency hedge contracts	$ —	$ 454	$ —	$ 454
Non-designated foreign currency hedge contracts	—	349	—	349
Designated interest rate swaps	—	9,851	—	9,851
Contingent Consideration	—	—	28,733	28,733
	$ —	**$ 10,654**	**$ 28,733**	**$ 39,387**

Foreign currency hedge contracts - The fair value of foreign currency hedge contracts was measured using significant other observable inputs and valued by reference to over-the-counter quoted market prices for similar instruments. The Company does not believe that the fair value of these derivative instruments differs significantly from the amount that could be realized upon settlement or maturity, or that the changes in fair value will have a significant effect on its results of operations, financial condition or cash flows.

Interest rate swaps - The fair values of interest rate swaps are measured using the present value of expected future cash flows using market-based observable inputs, including credit risk and interest rate yield curves. The Company does not believe that the fair values of these derivative instruments differ significantly from the amounts that could be realized upon settlement or maturity, or that the changes in fair value will have a significant effect on its results of operations, financial condition or cash flows.

Contingent consideration - The fair value of contingent consideration liabilities is based on significant unobservable inputs, including management estimates and assumptions, and is measured based on the probability-weighted present value of the payments expected to be made. Accordingly, the fair value of contingent consideration has been classified as level 3 within the fair value hierarchy. The recurring level 3 fair value measurements of contingent consideration liabilities include the following significant unobservable inputs:

(In thousands)	Fair Value at January 1, 2022	Valuation Technique	Unobservable Input	Range
Revenue-based payments	$ 35,000	Discounted cash flow	Discount rate	2.2%
			Projected year of payment	2022
Revenue-based payments	$ 1,717	Discounted cash flow	Discount rate	8.5%
			Projected year of payment	2022 - 2023
Regulatory-based payment	$ 1,660	Discounted cash flow	Discount rate	4.9%
			Probability of payment	0% - 100%
			Projected year of payment	2022 - 2023

As of January 1, 2022, the remaining maximum potential contingent consideration that the Company could be required to pay is $39.1 million. During the nine months ended January 1, 2022, the Company increased the fair value of the contingent consideration related to the acquisition of Cardiva by $10.7 million, which was recorded as selling, general and administrative expenses within the unaudited Condensed Consolidated Statements of Income and Comprehensive Income. The fair value of contingent consideration associated with acquisitions was $38.4 million at January 1, 2022. As of January 1, 2022, $36.2 million was included in other liabilities and $2.2 million was included in other long-term liabilities on the condensed consolidated balance sheet.

A reconciliation of the change in the fair value of contingent consideration is included in the following table:

(In thousands)		
Balance at April 3, 2021	$	28,733
Change in fair value		10,272
Payments		(367)
Currency translation		(261)
Balance at January 1, 2022	**$**	**38,377**

Other Fair Value Disclosures

The Term Loan, which is carried at amortized cost, accounts receivable and accounts payable approximate fair value. The fair value of the 2026 Notes as of January 1, 2022 was $421.4 million, which was determined by using the market price on the last trading day of the reporting period.

13. COMMITMENTS AND CONTINGENCIES

The Company is a party to various legal proceedings and claims arising out of the ordinary course of its business. The Company believes there are no proceedings or claims pending against it the ultimate resolution of which could have a material adverse effect on the financial condition or results of operations. At each reporting period, the Company evaluates whether or not a potential loss amount or a potential range of loss is probable and reasonably estimable under ASC 450, *Contingencies*, for all matters. Legal costs are expensed as incurred.

During the third quarter of fiscal 2021, the Company received a subpoena from the U.S. Attorney's Office for the District of Massachusetts. The subpoena requests certain documents regarding the Company's apheresis and autotransfusion devices and disposables, including documents relating to product complaints and adverse event reporting, regulatory clearances and product design changes, among other matters. The Company is fully cooperating with this inquiry.

14. SEGMENT AND ENTERPRISE-WIDE INFORMATION

The Company determines its reportable segments by first identifying its operating segments, and then by assessing whether any components of these segments constitute a business for which discrete financial information is available and where segment management regularly reviews the operating results of that component. The Company's reporting structure aligns with its operating structure of three global business units and the information that is regularly reviewed by the Company's chief operating decision maker.

The Company's reportable segments are as follows:

- Plasma
- Blood Center
- Hospital

Management measures and evaluates the operating segments based on operating income. Management excludes certain corporate expenses from segment operating income. In addition, certain amounts that management considers to be non-recurring or non-operational are excluded from segment operating income because management evaluates the operating results of the segments excluding such items. These items include integration and transaction costs, deal amortization, restructuring and restructuring related costs, impairments, accelerated device depreciation and related costs, costs related to compliance with the European Union Medical Device Regulation ("MDR") and In Vitro Diagnostic Regulation ("IVDR"), unusual or infrequent and material litigation-related charges and gains and losses on dispositions and sale of assets. Although these amounts are excluded from segment operating income, as applicable, they are included in the reconciliations that follow. Management measures and evaluates the Company's net revenues and operating income using internally derived standard currency exchange rates that remain constant from year to year; therefore, segment information is presented on this basis.

Selected information by reportable segment is presented below:

	Three Months Ended		Nine Months Ended	
(In thousands)	**January 1, 2022**	**December 26, 2020**	**January 1, 2022**	**December 26, 2020**
Net revenues				
Plasma	$ 96,692	$ 102,154	$ 250,499	$ 249,587
Blood Center	74,527	80,417	221,522	234,446
Hospital	82,100	52,334	235,609	148,927
Net revenues by business unit	253,319	234,905	707,630	632,960
Service [(1)]	5,436	4,972	15,655	15,396
Effect of exchange rates	1,014	494	4,909	(2,922)
Net revenues	**$ 259,769**	**$ 240,371**	**$ 728,194**	**$ 645,434**

[(1)] Reflects revenue for service, maintenance and parts

(In thousands)	Three Months Ended		Nine Months Ended	
	January 1, 2022	December 26, 2020	January 1, 2022	December 26, 2020
Segment operating income				
Plasma	$ 51,405	$ 52,673	$ 128,964	$ 129,846
Blood Center	34,561	36,424	103,043	108,926
Hospital	35,072	22,430	97,898	61,672
Segment operating income	121,038	111,527	329,905	300,444
Corporate expenses [1]	(68,013)	(63,202)	(204,930)	(185,005)
Effect of exchange rates	5,807	4,286	15,553	8,644
Integration and transaction costs	(1,860)	—	(19,218)	(3,063)
Deal amortization	(12,151)	(7,805)	(35,930)	(24,204)
Restructuring and restructuring related costs	(5,682)	(3,143)	(20,250)	(11,583)
Impairment of assets and PCS2 related charges	(897)	(1,146)	(4,790)	(4,228)
MDR and IVDR costs	(2,453)	(1,207)	(7,171)	(2,696)
Litigation-related charges	(138)	—	(1,221)	—
Gains on divestitures and sale of assets	—	1,115	9,603	32,613
Operating income	**$ 35,651**	**$ 40,425**	**$ 61,551**	**$ 110,922**

[1] Reflects shared service expenses including quality and regulatory, customer and field service, research and development, manufacturing and supply chain, as well as other corporate support functions.

Management reviews revenue based on the reportable segments noted above. Although these reportable segments are primarily product-based, they differ from the Company's product line revenues for Plasma products and services and Blood Center products and services. Specifically, the Blood Center reportable segment includes plasma products utilized for collection in blood centers primarily for transfusion purposes. Additionally, product line revenues also include service revenues which are excluded from the reportable segments.

Net revenues by product line are as follows:

(In thousands)	Three Months Ended		Nine Months Ended	
	January 1, 2022	December 26, 2020	January 1, 2022	December 26, 2020
Plasma products and services	$ 116,347	$ 123,510	$ 308,931	$ 309,933
Blood Center products and services	59,440	62,787	177,118	182,687
Hospital products and services	83,982	54,074	242,145	152,814
Net revenues	**$ 259,769**	**$ 240,371**	**$ 728,194**	**$ 645,434**

Net revenues generated in the Company's principle operating regions on a reported basis are as follows:

(In thousands)	Three Months Ended		Nine Months Ended	
	January 1, 2022	December 26, 2020	January 1, 2022	December 26, 2020
United States	$ 167,270	$ 147,607	$ 460,404	$ 382,600
Japan	19,916	20,854	55,949	57,330
Europe	41,540	41,874	126,055	123,541
Asia	30,434	29,050	83,157	77,602
Other	609	986	2,629	4,361
Net revenues	**$ 259,769**	**$ 240,371**	**$ 728,194**	**$ 645,434**

15. ACCUMULATED OTHER COMPREHENSIVE LOSS

The components of Accumulated Other Comprehensive Loss are as follows:

(In thousands)	Foreign Currency	Defined Benefit Plans	Net Unrealized Gain/(Loss) on Derivatives	Total
Balance as of April 3, 2021	**$ (21,528)**	**$ (560)**	**$ (7,459)**	**$ (29,547)**
Other comprehensive income (loss) before reclassifications[(1)]	(3,488)	—	1,839	(1,649)
Amounts reclassified from Accumulated Other Comprehensive Income[(1)]	—	—	1,847	1,847
Net current period other comprehensive income (loss)	(3,488)	—	3,686	198
Balance as of January 1, 2022	**$ (25,016)**	**$ (560)**	**$ (3,773)**	**$ (29,349)**

[(1)] Presented net of income taxes, the amounts of which are insignificant.

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

This Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") should be read in conjunction with both our interim condensed consolidated financial statements and notes thereto which appear elsewhere in this Quarterly Report on Form 10-Q and our annual consolidated financial statements, notes thereto and the MD&A contained in our Annual Report on Form 10-K for the fiscal year ended April 3, 2021. The following discussion may contain forward-looking statements and should be read in conjunction with the "Cautionary Statement Regarding Forward-Looking Information" in this discussion.

Introduction

Haemonetics Corporation is a global healthcare company dedicated to providing a suite of innovative medical products and solutions for customers to help them improve patient care and reduce the cost of healthcare. Our technology addresses important medical markets: blood and plasma component collection, the surgical suite and hospital transfusion services. When used in this report, the terms "we," "us," "our", "Haemonetics" and the "Company" mean Haemonetics Corporation.

We view our operations and manage our business in three principal reporting segments: Plasma, Blood Center and Hospital. For that purpose, "Plasma" includes plasma collection devices and disposables, plasma donor management software, and anticoagulant and saline sold to plasma customers. "Blood Center" includes blood collection and processing devices and disposables for red cells, platelets and whole blood. "Hospital", which is comprised of Hemostasis Management, Cell Salvage, Transfusion Management and Vascular Closure products, includes devices and methodologies for measuring coagulation characteristics of blood, surgical blood salvage systems, specialized blood cell processing systems and disposables, blood transfusion management software and vascular closure devices.

We believe that Plasma and Hospital have growth potential, while Blood Center competes in challenging markets that require us to manage the business differently, including reducing costs, shrinking the scope of the current product line, and evaluating opportunities to exit unfavorable customer contracts.

Recent Developments

Operational Excellence Program

During the second quarter of fiscal 2022, our Board of Directors approved the revised Operational Excellence Program (the "2020 Program"). The revised program is designed to improve product and service quality, reduce cost principally in our manufacturing and supply chain operations and ensure sustainability while helping to offset impacts from a previously announced customer loss, rising inflationary pressures and effects of the COVID-19 pandemic. We now expect to incur aggregate charges between $95 million and $105 million by the end of fiscal 2025 and to achieve total gross savings of $115 million to $125 million on an annualized basis once the program is completed. The majority of charges will result in cash outlays, including severance and other employee costs, and will be incurred as the specific actions required to execute these initiatives are identified and approved. During the three and nine months ended January 1, 2022, the Company incurred $5.7 million and $20.2 million, respectively, of restructuring and restructuring related costs under this program. During the three and

nine months ended December 26, 2020, the Company incurred $3.1 million and $11.1 million, respectively, of restructuring and restructuring related costs under this program. Total cumulative charges under this program are $47.2 million as of January 1, 2022.

CSL Contract Loss

In April 2021, CSL Plasma, Ltd. informed Haemonetics of its intent not to renew its supply agreement for the use of PCS2 plasma collection system devices and the purchase of disposable plasmapheresis kits (the "Supply Agreement") following the expiration of the current term of the Supply Agreement in June 2022. In fiscal year 2021, revenue under this Supply Agreement was $88.6 million, or 10.2% of total revenue. As a result of this anticipated contract loss, we recorded a $20.9 million one-time asset impairment charge relating to disposables manufacturing equipment and $5.0 million of additional expenses in the fourth quarter of fiscal 2021. In the first quarter of fiscal 2022, we incurred an additional $2.8 million of accelerated depreciation expense relating to disposables manufacturing equipment that is no longer in use. During the third quarter of fiscal 2022, we amended the Supply Agreement to allow CSL to continue to use our PCS2 devices and purchase disposables through December 2023. The extension provides CSL the ability to utilize our devices and disposables in their collection centers on a non-exclusive basis, and we are working with them to quantify their volume requirements over the life of the agreement.

COVID-19

We continue to closely manage the impacts of the COVID-19 pandemic on our business, results of operations and financial condition. The progression of the COVID-19 pandemic during fiscal 2022 has significantly impacted our financial results. While the duration and additional implications remain uncertain, the full extent of the impact will depend on future developments that are highly uncertain and cannot be accurately predicted, including new information that may emerge concerning COVID-19, the actions taken to contain it or treat its impact and the economic impact on local, regional, national and international markets.

Our priorities continue to be the safety of our employees and business continuity while continuing to invest in growth opportunities. Our manufacturing and supply chain remain operational without significant disruptions and we continue to operate in all of our markets.

Although the pace and timing of the recovery is uncertain, we remain confident in the long term strength of the end markets that we serve across our three business units. For additional information regarding the expected impacts to our business units and the various risks posed by the COVID-19 pandemic, refer to Results of Operations within the MD&A contained in this Quarterly Report on Form 10-Q and Risk Factors contained in Item 1A of the Annual Report on Form 10-K for the fiscal year ended April 3, 2021.

Financial Summary

	Three Months Ended			Nine Months Ended		
(In thousands, except per share data)	**January 1, 2022**	**December 26, 2020**	**% Increase/ (Decrease)**	**January 1, 2022**	**December 26, 2020**	**% Increase/ (Decrease)**
Net revenues	$ 259,769	$ 240,371	*8.1 %*	$ 728,194	$ 645,434	*12.8 %*
Gross profit	$ 138,565	$ 120,257	*15.2 %*	$ 369,191	$ 316,031	*16.8 %*
% of net revenues	*53.3 %*	*50.0 %*		*50.7 %*	*49.0 %*	
Operating expenses	$ 102,914	$ 79,832	*28.9 %*	$ 307,640	$ 205,109	*50.0 %*
Operating income	$ 35,651	$ 40,425	*(11.8)%*	$ 61,551	$ 110,922	*(44.5)%*
% of net revenues	*13.7 %*	*16.8 %*		*8.5 %*	*17.2 %*	
Interest and other expense, net	$ (4,263)	$ (3,051)	*39.7 %*	$ (13,249)	$ (10,612)	*24.8 %*
Income before provision for income taxes	$ 31,388	$ 37,374	*(16.0)%*	$ 48,302	$ 100,310	*(51.8)%*
Provision for income taxes	$ 8,156	$ 5,492	*48.5 %*	$ 14,668	$ 9,800	*49.7 %*
% of pre-tax income	*26.0 %*	*14.7 %*		*30.4 %*	*9.8 %*	
Net income	$ 23,232	$ 31,882	*(27.1)%*	$ 33,634	$ 90,510	*(62.8)%*
% of net revenues	*8.9 %*	*13.3 %*		*4.6 %*	*14.0 %*	
Net income per share - basic	$ 0.45	$ 0.63	*(28.6)%*	$ 0.66	$ 1.79	*(63.1)%*
Net income per share - diluted	$ 0.45	$ 0.62	*(27.4)%*	$ 0.65	$ 1.77	*(63.3)%*

Net revenues increased 8.1% and 12.8% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. Without the effect of foreign exchange, net revenues increased 7.9% and 11.6% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. Revenue increases in Hospital, primarily Vascular Closure, drove the overall increase in revenue during the three and nine months ended January 1, 2022.

Operating income decreased 11.8% and 44.5% during the three and nine months ended January 1, 2022, respectively, as compared with the same period of fiscal 2021, primarily due to increased spend related to the acquisition of Cardiva Medical, Inc. ("Cardiva"), including higher transaction and integration costs as well as increased intangible amortization expense, an increase in the fair value of contingent consideration and increased freight costs. During the nine months ended January 1, 2022, costs driven by the amortization of the fair value inventory step-up related to Cardiva, asset impairments and gains on divestitures during the prior period also contributed to the decrease. The decrease during the three and nine months ended January 1, 2022, was partially offset by favorable volumes and product mix and productivity savings from the 2020 Program.

Management's Use of Non-GAAP Measures

Management uses non-GAAP financial measures, in addition to financial measures in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"), to monitor the financial performance of the business, make informed business decisions, establish budgets and forecast future results. These non-GAAP financial measures should be considered supplemental to, and not a substitute for, our reported financial results prepared in accordance with U.S. GAAP. Constant currency growth, a non-GAAP financial measure, measures the change in revenue between the current and prior year periods using a constant currency conversion rate. We have provided this non-GAAP financial measure because we believe it provides meaningful information regarding our results on a consistent and comparable basis for the periods presented.

RESULTS OF OPERATIONS

Net Revenues by Geography

	Three Months Ended				
(In thousands)	January 1, 2022	December 26, 2020	Reported growth	Currency impact	Constant currency growth [1]
United States	$ 167,270	$ 147,607	13.3 %	— %	13.3 %
International	92,499	92,764	(0.3)%	0.6 %	(0.9)%
Net revenues	$ 259,769	$ 240,371	8.1 %	0.2 %	7.9 %

[1] Constant currency growth, a non-GAAP financial measure, measures the change in revenue between the current and prior year periods using a constant currency. See "*Management's Use of Non-GAAP Measures.*"

	Nine Months Ended				
(In thousands)	January 1, 2022	December 26, 2020	Reported growth	Currency impact	Constant currency growth [1]
United States	$ 460,404	$ 382,600	20.3 %	— %	20.3 %
International	267,790	262,834	1.9 %	3.0 %	(1.1)%
Net revenues	$ 728,194	$ 645,434	12.8 %	1.2 %	11.6 %

[1] Constant currency growth, a non-GAAP financial measure, measures the change in revenue between the current and prior year periods using a constant currency. See "*Management's Use of Non-GAAP Measures.*"

Our principal operations are in the U.S, Europe, Japan and other parts of Asia. Our products are marketed in approximately 90 countries around the world through a combination of our direct sales force, independent distributors and agents. During the three and nine months ended January 1, 2022 our revenue generated outside the U.S. was 35.6% and 36.8%, respectively, of total net revenues, as compared with 38.6% and 40.7% during the three and nine months ended December 26, 2020, respectively. International sales are generally conducted in local currencies, primarily Japanese Yen, Euro, Chinese Yuan and Australian Dollars. Our results of operations are impacted by changes in foreign exchange rates, particularly in the value of the Yen, Euro and Australian Dollar relative to the U.S. Dollar. We have placed foreign currency hedges to mitigate our exposure to foreign currency fluctuations.

Please see the section entitled “Foreign Exchange” in this discussion for a more complete explanation of how foreign currency affects our business and our strategy for managing this exposure.

Net Revenues by Business Unit

	Three Months Ended				
(In thousands)	January 1, 2022	December 26, 2020	Reported growth	Currency impact	Constant currency growth [1]
Plasma	$ 96,460	$ 101,934	(5.4)%	(0.1)%	(5.3)%
Blood Center	75,692	80,920	(6.5)%	0.8 %	(7.3)%
Hospital [2]	82,273	52,651	56.3 %	(0.6)%	56.9 %
Service	5,344	4,866	9.8 %	0.5 %	9.3 %
Net revenues	$ 259,769	$ 240,371	8.1 %	0.2 %	7.9 %

[1] Constant currency growth, a non-GAAP financial measure, measures the change in revenue between the current and prior year periods using a constant currency. See *“Management’s Use of Non-GAAP Measures.”*
[2] Hospital revenue includes Hemostasis Management revenue of $33.5 million and $28.5 million during the three months ended January 1, 2022 and December 26, 2020, respectively. Hemostasis Management revenue increased 17.5% in the third quarter of fiscal 2022, as compared with the same period of fiscal 2021. Without the effect of foreign exchange, Hemostasis Management revenue increased 18.4% in the third quarter of fiscal 2022, as compared with the same period of fiscal 2021. Hospital revenue also includes Vascular Closure revenue of $24.3 million for the three months ended January 1, 2022.

	Nine Months Ended				
(In thousands)	January 1, 2022	December 26, 2020	Reported growth	Currency impact	Constant currency growth [1]
Plasma	$ 250,244	$ 248,553	0.7 %	0.3 %	0.4 %
Blood Center	225,379	233,622	(3.5)%	2.0 %	(5.5)%
Hospital [2]	237,074	148,468	59.7 %	1.5 %	58.2 %
Service	15,497	14,791	4.8 %	3.1 %	1.7 %
Net revenues	$ 728,194	$ 645,434	12.8 %	1.2 %	11.6 %

[1] Constant currency growth, a non-GAAP financial measure, measures the change in revenue between the current and prior year periods using a constant currency. See *“Management’s Use of Non-GAAP Measures.”*
[2] Hospital revenue includes Hemostasis Management revenue of $97.2 million and $78.5 million during the nine months ended January 1, 2022 and December 26, 2020, respectively. Hemostasis Management revenue increased 23.8% in the first nine months of fiscal 2022, as compared with the same period of fiscal 2021. Without the effect of foreign exchange, Hemostasis Management revenue increased 23.2% in the first nine months of fiscal 2022, as compared with the same period of fiscal 2021. Hospital revenue also includes Vascular Closure revenue of $66.8 million for the nine months ended January 1, 2022.

Plasma

Plasma revenue decreased 5.4% and increased 0.7% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. Without the effect of foreign exchange, Plasma revenue decreased 5.3% and increased 0.4% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. The decrease during the three months ended January 1, 2022, as compared with the same period of fiscal 2021 was primarily driven by a decline in plasma liquid solutions and a large stocking order in the prior period. The increase during the nine months ended January 1, 2022 was primarily driven by increase in volume of plasma disposables and increase in software revenue, partially offset by pricing adjustments and declines in plasma liquid solutions as a result of certain strategic exits within our liquid solutions business.

Although we continue to experience the negative impact of COVID-19 on our business, we believe the impacts on plasma collection are temporary and anticipate volumes to recover to pre-pandemic levels. However, the exact timing of the recovery remains uncertain and is expected to occur after the end of fiscal 2022. We remain confident in the strength of the plasma end market growth as the long-term global demand for plasma-derived pharmaceuticals is expected to continue.

In early April 2021, CSL Plasma, Ltd. informed us of its intent not to renew its supply agreement for the use of PCS2 plasma collection system devices and the purchase of disposable plasmapheresis kits following the expiration of the current term of the Supply Agreement in June 2022. In fiscal 2021, revenue under this Supply Agreement was $88.6 million. During the third quarter of fiscal 2022, we amended the Supply Agreement to allow CSL to continue to use our PCS2 devices and purchase disposables through December 2023. The extension provides CSL the ability to utilize our devices and disposables in their collection centers on a non-exclusive basis, and we are working with them to quantify their volume requirements over the life of the agreement.

Blood Center

Blood Center revenue decreased 6.5% and 3.5% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. Without the effect of foreign exchange, Blood Center revenue decreased 7.3% and 5.5% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. The decrease during the three and nine months ended January 1, 2022 as compared with the same periods of fiscal 2021 was primarily driven by continued declines in whole blood disposables and the impact of previously discontinued customer contracts in North America as well as an apheresis stocking order in the prior year period. The divestiture of certain blood donor management software solution assets in fiscal 2021 also contributed to the decline during the nine months ended January 1, 2022, as compared with the same period of fiscal 2021.

We have not yet experienced the reversal of the large stocking orders made by distributors and blood collectors during the first quarter of fiscal 2021 in response to the COVID-19 pandemic. The timing and magnitude of potential reversals in the future periods is likely to occur over an extended period of time as customers' risk aversion returns to normal along with safety stock levels.

Hospital

Hospital revenue increased 56.3% and 59.7% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. Without the effect of foreign exchange, Hospital revenue increased 56.9% and 58.2% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. The increase during the three and nine months ended January 1, 2022 was primarily attributable to Vascular Closure revenue resulting from the acquisition of Cardiva and an increase in TEG disposables revenue in the U.S. The increase during the nine months ended January 1, 2022 also reflected the impact of the COVID-19 pandemic on the prior year period, partially offset by the divestiture of certain blood bank and hospital software solution assets during the same period of fiscal 2021. We believe that the demand for our hospital products is inherently strong and that procedure volumes will continue to improve with a return to normal levels.

Gross Profit

	Three Months Ended			Nine Months Ended		
(In thousands)	January 1, 2022	December 26, 2020	% Increase	January 1, 2022	December 26, 2020	% Increase
Gross profit	$ 138,565	$ 120,257	15.2 %	$ 369,191	$ 316,031	16.8 %
% of net revenues	*53.3 %*	*50.0 %*		50.7 %	49.0 %	

Gross profit increased 15.2% and 16.8% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. Without the effect of foreign exchange, gross profit increased 14.4% and 14.3% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. The increase during the three and nine months ended January 1, 2022 was primarily driven by the addition of Vascular Closure, favorable volumes and product mix, lower expenses related to the COVID-19 pandemic, currency translation, and productivity savings from the 2020 Program. The increase was partially offset by recent divestitures in fiscal 2021 and inflationary pressures and higher freight costs in our global supply chain. The increase during the nine months ended January 1, 2022 was also partially offset by pricing adjustments, the amortization of the fair value inventory step-up related to the acquisition of Cardiva and asset impairments.

Operating Expenses

(In thousands)	Three Months Ended			Nine Months Ended		
	January 1, 2022	December 26, 2020	% Increase	January 1, 2022	December 26, 2020	% Increase/ (Decrease)
Research and development	$ 10,037	$ 7,501	*33.8 %*	$ 33,591	$ 22,014	*52.6 %*
% of net revenues	*3.9 %*	*3.1 %*		*4.6 %*	*3.4 %*	
Selling, general and administrative	$ 80,726	$ 65,641	*23.0 %*	$ 247,722	$ 191,504	*29.4 %*
% of net revenues	*31.1 %*	*27.3 %*		*34.0 %*	*29.7 %*	
Amortization of intangible assets	$ 12,151	$ 7,805	*55.7 %*	$ 35,930	$ 24,204	*48.4 %*
% of net revenues	*4.7 %*	*3.2 %*		*4.9 %*	*3.8 %*	
Gains on divestitures and sale of assets	$ —	$ (1,115)	*n/m*	$ (9,603)	$ (32,613)	*(70.6)%*
% of net revenues	*— %*	*(0.5)%*		*(1.3)%*	*(5.1)%*	
Total operating expenses	$ 102,914	$ 79,832	*28.9 %*	$ 307,640	$ 205,109	*50.0 %*
% of net revenues	*39.6 %*	*33.2 %*		*42.2 %*	*31.8 %*	

Research and Development

Research and development expenses increased 33.8% and 52.6% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. Without the effect of foreign exchange, research and development expenses increased 33.4% and 51.5% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. These increases were primarily due to increased spend related to investments in our Hospital Business unit, primarily driven by Vascular Closure, as well as costs related to compliance with the European Union Medical Device Regulation (“MDR”) and In Vitro Diagnostic Regulation (“IVDR”) requirements. The increase during the three and nine months ended January 1, 2022, was partially offset by cost savings related to the 2020 Program.

Selling, General and Administrative

Selling, general and administrative expenses increased 23.0% and 29.4% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. Without the effect of foreign exchange, selling, general, and administrative expenses increased 23.1% and 27.9% during the three and nine months ended January 1, 2022, respectively, as compared with the same period of fiscal 2021. The increase during three and nine months ended January 1, 2022 was primarily due to spend related to the acquisition of Cardiva, including the increase in the fair value of contingent consideration. Higher freight costs also contributed to these increases, which were partially offset by cost savings related to the 2020 Program.

Amortization of Intangible Assets

We recognized amortization expense of $12.2 million and $35.9 million during the three and nine months ended January 1, 2022, respectively and $7.8 million and $24.2 million during the three and nine months ended December 26, 2020, respectively. The increase was primarily driven by an increase in intangible assets resulting from recent acquisitions.

Gains on Divestitures

We recognized gains on divestitures of $9.6 million during the nine months ended January 1, 2022. We recognized gains on divestitures of $1.1 million and $32.6 million during the three and nine months ended December 26, 2020, respectively. Refer to Note 5, *Divestitures*, to the Unaudited Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q for additional information pertaining to these divestitures.

Interest and Other Expense, Net

Interest and other expenses increased 39.7% and 24.8% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. Without the effects of foreign exchange, interest and other expenses increased 40.6% and 24.0% during the three and nine months ended January 1, 2022, respectively, as compared with the same periods of fiscal 2021. The increase during the three and nine months ended January 1, 2022 was primarily driven by realized losses due to foreign currency and the amortization of deferred financing fees associated with our March 2021 issuance of $500 million in aggregate principal amount of 0% convertible senior notes, partially offset by a reduction in interest expense from borrowings under our $350.0 million term loan and $350.0 million revolving loan due to lower borrowings. The effective interest rate on our term loan and revolving loan as of January 1, 2022 was 1.9%.

Income Taxes

We conduct business globally and report our results of operations in a number of foreign jurisdictions in addition to the United States. Our reported tax rate is impacted by the jurisdictional mix of earnings in any given period as the foreign jurisdictions in which we operate have tax rates that differ from the U.S. statutory tax rate.

For the three and nine months ended January 1, 2022, we reported income tax expense of $8.2 million and $14.7 million, respectively, representing effective tax rates of 26.0% and 30.4%, respectively. The effective tax rate for the nine months ended January 1, 2022 includes discrete tax expense relating to stock compensation shortfalls of $0.9 million, with no discrete tax expense relating to stock compensation shortfalls recorded in the three months ended January 1, 2022.

For the three and nine months ended December 26, 2020, we reported income tax expense of $5.5 million and $9.8 million, respectively, representing effective tax rates of 14.7% and 9.8%, respectively. The effective tax rates for the three and nine months ended December 26, 2020 include discrete tax benefits recognized from excess stock compensation deductions of $1.0 million and $5.1 million, respectively. The effective tax rates were also impacted by the jurisdictional mix of earnings including divestiture transactions. During the three and nine months ended December 26, 2020, the Company sold its Fajardo, Puerto Rico manufacturing operations, certain U.S. blood donor management software solution assets, and its wholly-owned subsidiary Inlog Holdings France SAS. The tax expense on divestitures, including the associated valuation allowance impacts, were included in the computation of the annual effective tax rate.

Liquidity and Capital Resources

The following table contains certain key performance indicators we believe depict our liquidity and cash flow position:

(Dollars in thousands)	January 1, 2022	April 3, 2021
Cash & cash equivalents	$ 236,877	$ 192,305
Working capital	$ 374,044	$ 440,051
Current ratio	2.1	2.7
Net debt[(1)]	$ (540,305)	$ (515,303)
Days sales outstanding (DSO)	54	51
Inventory turnover	1.3	1.2

[(1)]Net debt position is the sum of cash and cash equivalents less total debt.

Our primary sources of liquidity are cash and cash equivalents, internally generated cash flow from operations, our revolving credit line that expires in the first quarter of fiscal 2024 and proceeds from employee stock option exercises. We believe these sources are sufficient to fund our cash requirements over at least the next twelve months. Our expected cash outlays relate primarily to acquisitions, investments, capital expenditures, including the build out of our new manufacturing facility in Clinton, PA, cash payments under our credit agreement and restructuring initiatives.

In March 2021, the Company issued $500.0 million aggregate principal amount of 0% convertible senior notes due 2026, or the 2026 Notes. The 2026 Notes are governed by the terms of the Indenture between the Company and U.S. Bank National Association, as trustee. The total net proceeds from the sale of the 2026 Notes, after deducting the initial purchasers' discounts and debt issuance costs, were approximately $486.7 million. The 2026 Notes will mature on March 1, 2026, unless earlier converted, redeemed or repurchased. The 2026 Notes have an effective interest rate of 0.5% as of January 1, 2022.

As of January 1, 2022, we had $236.9 million in cash and cash equivalents, the majority of which is held in the U.S. or in countries from which it can be repatriated to the U.S. On June 15, 2018, we entered into a five-year credit agreement which provided for a $350.0 million term loan and a $350.0 million revolving loan (together with the term loan, as amended from time to time, the "Credit Facilities"). Interest on the term loan and revolving loan is established using LIBOR plus 1.13% - 1.75%, depending on our leverage ratio. Under the Credit Facilities, we are required to maintain certain leverage and interest coverage ratios specified in the credit agreement as well as other customary non-financial affirmative and negative covenants. The Company and its lenders agreed to increase the maximum consolidated leverage ratio the Company is required to maintain for the four consecutive quarters immediately following the closing of the Cardiva acquisition to 4.25:1.0, after which the maximum consolidated leverage ratio the Company is required to maintain will revert to 3.5:1.0.

As of January 1, 2022, $288.8 million was outstanding under the term loan with an effective interest rate of 1.9%. There were no borrowings outstanding on the revolving loan. We also had $24.7 million of uncommitted operating lines of credit to fund our global operations under which there were no outstanding borrowings as of January 1, 2022.

The Company has scheduled principal payments of $4.4 million and $214.4 million required during the remainder of fiscal 2022 and during fiscal 2023, respectively. The Company was in compliance with the leverage and interest coverage ratios specified in the credit agreement as well as all other bank covenants as of January 1, 2022.

During the second quarter of fiscal 2022, our Board of Directors approved a revised 2020 Program. We now estimate that we will incur aggregate charges between $95 million and $105 million in connection with the 2020 Program. These charges, the majority of which will result in cash outlays, including severance and other employee costs, will be incurred as the specific actions required to execute these initiatives are identified and approved and are expected to be substantially completed by the end of fiscal 2025. During the three and nine months ended January 1, 2022, we incurred $5.7 million and $20.2 million, respectively, of restructuring and restructuring related costs under this program.

Cash Flows

	Nine Months Ended	
(In thousands)	**January 1, 2022**	**December 26, 2020**
Net cash provided by (used in):		
Operating activities	$ 104,213	$ 107,258
Investing activities	(51,833)	3,658
Financing activities	(6,984)	(65,307)
Effect of exchange rate changes on cash and cash equivalents[(1)]	(824)	6,082
Net change in cash and cash equivalents	$ 44,572	$ 51,691

[(1)]The balance sheet is affected by spot exchange rates used to translate local currency amounts into U.S. Dollars. In accordance with U.S. GAAP, we have removed the effect of foreign currency throughout our cash flow statement, except for its effect on our cash and cash equivalents.

Net cash provided by operating activities decreased by $3.0 million during the nine months ended January 1, 2022, as compared with the nine months ended December 26, 2020. The decrease in cash provided by operating activities was primarily the result of higher working capital due to lower collections of accounts receivable, partially offset by an increase in net income, as adjusted for depreciation, amortization and other non-cash charges compared with the prior period.

Net cash used in investing activities increased by $55.5 million during the nine months ended January 1, 2022, as compared with the nine months ended December 26, 2020. The increase in cash used in investing activities was primarily the result of an increase in capital expenditures in the current year and lower proceeds received from various divestitures during fiscal 2021 as compared to fiscal 2022, partially offset by decreased acquisition spend.

Net cash used in financing activities increased by $58.3 million during the nine months ended January 1, 2022, as compared with the nine months ended December 26, 2020, primarily due to a repayment of the revolving credit facility in fiscal 2021.

Concentration of Credit Risk

Concentrations of credit risk with respect to trade accounts receivable are generally limited due to our large number of customers and their diversity across many geographic areas. Certain markets and industries, however, can expose us to concentrations of credit risk. For example, in the Plasma business unit, sales are concentrated with several large customers. As a result, accounts receivable extended to any one of these biopharmaceutical customers can be significant at any point in time. In addition, a portion of our trade accounts receivable outside the U.S. include sales to government-owned or supported healthcare systems in several countries, which are subject to payment delays and local economic conditions. Payment is dependent upon the financial stability and creditworthiness of those countries' national economies.

We have not incurred significant losses on receivables. We continually evaluate all receivables for potential collection risks associated with the availability of government funding and reimbursement practices. If the financial condition of customers or the countries' healthcare systems deteriorate such that their ability to make payments is uncertain, allowances may be required in future periods.

Inflation

We experienced rising inflationary pressures in our global supply chain that had an impact on our results of operations during the nine months ended January 1, 2022. We continue to monitor inflationary pressures generally and raw materials indices that may affect our procurement and production costs. Increases in the price of petroleum derivatives could result in corresponding increases in our costs to procure plastic raw materials. We expect the inflationary pressures we have experienced in our global supply chain to continue into fiscal 2023. Historically, we have been able to mitigate the effects of inflation by improving our manufacturing and purchasing efficiencies, by increasing employee productivity and by adjusting the selling prices of products.

Foreign Exchange

During the three and nine months ended January 1, 2022, 35.6% and 36.8%, respectively, of our sales were generated outside the U.S., generally in foreign currencies, yet our reporting currency is the U.S. Dollar. We also incur certain manufacturing, marketing and selling costs in international markets in local currency. Our primary foreign currency exposures relate to sales denominated in Euro, Japanese Yen, Chinese Yuan and Australian Dollars. We also have foreign currency exposure related to manufacturing and other operational costs denominated in Swiss Francs, Canadian Dollars, Mexican Pesos and Malaysian Ringgit. The Yen, Euro, Yuan and Australian Dollar sales exposure is partially mitigated by costs and expenses for foreign operations and sourcing products denominated in foreign currencies.

Since our foreign currency denominated Yen, Euro, Yuan and Australian Dollar sales exceed the foreign currency denominated costs, whenever the U.S. Dollar strengthens relative to the Yen, Euro, Yuan or Australian Dollar, there is an adverse effect on our results of operations and, conversely, whenever the U.S. Dollar weakens relative to the Yen, Euro, Yuan or Australian Dollar, there is a positive effect on our results of operations. For Swiss Francs, Canadian Dollars Mexican Pesos and Malaysian Ringgit our primary cash flows relate to product costs or costs and expenses of local operations. Whenever the U.S. Dollar strengthens relative to these foreign currencies, there is a positive effect on our results of operations. Conversely, whenever the U.S. Dollar weakens relative to these currencies, there is an adverse effect on our results of operations.

We have a program in place that is designed to mitigate our exposure to changes in foreign currency exchange rates. That program includes the use of derivative financial instruments to minimize, for a period of time, the unforeseen impact on our financial results from changes in foreign exchange rates. We utilize forward foreign currency contracts to hedge the anticipated cash flows from transactions denominated in foreign currencies, primarily Japanese Yen and Euro, and to a lesser extent Swiss Francs, Australian Dollars, Canadian Dollars and Mexican Pesos. This does not eliminate the volatility of foreign exchange rates, but because we generally enter into forward contracts one year out, rates are fixed for a one-year period, thereby facilitating financial planning and resource allocation. These contracts are designated as cash flow hedges. 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.

Recent Accounting Pronouncements

There are currently no recent accounting pronouncements that we expect to have a material impact on our financial position and results of operations.

Cautionary Statement Regarding Forward-Looking Information

Certain statements that we make from time to time, including statements contained in this Quarterly Report on Form 10-Q and incorporated by reference into this report, constitute "forward looking-statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements do not relate strictly to historical or current facts and reflect management's assumptions, views, plans, objectives and projections about the future. Forward-looking statements may be identified by the use of words such as "may," "will," "should," "could," "would," "expects," "plans," "anticipates," "believes," "estimates," "projects," "predicts," "foresees," "potential" and other words of similar meaning in conjunction with, among other things: discussions of future operations; expected operating results and financial performance; impacts of the COVID-19 pandemic; the Company's strategy for growth; product development, commercialization and anticipated performance and benefits; regulatory approvals; impacts of acquisitions or dispositions; market position and expenditures.

Because forward-looking statements are based on current beliefs, expectations and assumptions regarding future events, they are subject to uncertainties, risks and changes that are difficult to predict and many of which are outside of the Company's control. Investors should realize that if underlying assumptions prove inaccurate, or known or unknown risks or uncertainties materialize, the Company's actual results and financial condition could vary materially from expectations and projections expressed or implied in its forward-looking statements. Investors are therefore cautioned not to rely on these forward-looking statements.

The following are some important factors that could cause our actual results to differ from our expectations in any forward-looking statements. For further discussion of these and other factors, see Item 1A. Risk Factors in our most recent Annual Report on Form 10-K.

- The effect of the ongoing COVID-19 pandemic, or outbreaks of communicable diseases, on our business, financial conditions and results of operations, including the time it will take for vaccines to be broadly distributed and accepted in the U.S. and the rest of the world, and the effectiveness of such vaccines in slowing or stopping the spread of COVID-19 and mitigating the economic effects of the pandemic;

- Failure to achieve our long-term strategic and financial-improvement goals;

- Demand for and market acceptance risks for new and existing products, including material reductions in purchasing from or loss of a significant customer;

- Product quality or safety concerns, leading to product recalls, withdrawals, regulatory action by the FDA (or similar non-U.S. regulatory agencies), reputational damage, declining sales or litigation;

- Security breaches of our information technology systems or our products, which could impair our ability to conduct business or compromise sensitive information of the Company or its customers, suppliers and other business partners, or of customers' patients;

- Pricing pressures resulting from trends toward healthcare cost containment, including the continued consolidation among healthcare providers and other market participants;

- The continuity, availability and pricing of plastic and other raw materials, finished goods and components used in the manufacturing of our products (including those purchased from sole-source suppliers) and the related continuity of our manufacturing, sterilization, supply and distribution;

- Our ability to develop, manufacture and market new products and technologies successfully and in a timely manner and the ability of our competitors and other third parties to develop products or technologies that render our products or technologies noncompetitive or obsolete;

- Our ability to obtain the anticipated benefits of restructuring programs that we have or may undertake, including the Operational Excellence Program;

- The potential that the expected strategic benefits and opportunities from our acquisition of Cardiva and any other planned or completed acquisition or divestiture by the Company may not be realized or may take longer to realize than expected;

- The impact of enhanced requirements to obtain regulatory approval in the U.S. and around the world and the associated timing and cost of product approval;
- Our ability to comply with established and developing U.S. and foreign legal and regulatory requirements, including FCPA, MDR/IVDR and similar laws in other jurisdictions, as well as U.S. and foreign export and import restrictions and tariffs;
- Our ability to meet our debt obligations and raise additional capital when desired on terms reasonably acceptable to us;
- The potential impact of our convertible senior notes and related capped call transactions;
- Our ability to execute and realize anticipated benefits from our investments in emerging economies;
- The potential effect of foreign currency fluctuations and interest rate fluctuations on our net sales, expenses, and resulting margins;
- The impact of changes in U.S. and international tax laws;
- Our ability to protect intellectual property and the outcome of patent litigation;
- Costs and risks associated with product liability and other litigation claims;
- Our ability to retain and attract key personnel; and
- Market conditions impacting our stock price and/or share repurchase programs we may enter into from time to time, and the possibility that such share repurchase programs may be delayed, suspended or discontinued.

Investors should understand that it is not possible to predict or identify all such factors and should not consider the risks described above and in Item 1A. Risk Factors in our Annual Report on Form 10-K to be a complete statement of all potential risks and uncertainties. The Company does not undertake to publicly update any forward-looking statement that may be made from time to time, whether as a result of new information or future events or developments.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our exposure relative to market risk is due to foreign exchange risk and interest rate risk.

Foreign Exchange Risk

See the section above 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 and costs. We do not use the financial instruments for speculative or trading activities.

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 $3.2 million increase in the fair value of the forward contracts; whereas a 10% weakening of the U.S. Dollar would result in a $3.5 million decrease of the fair value of the forward contracts.

Interest Rate Risk

Our exposure to changes in interest rates is associated with borrowings under our Credit Facilities, all of which is variable rate debt. Total outstanding debt under our Credit Facilities as of January 1, 2022 was $288.8 million with an interest rate of 1.9% based on prevailing LIBOR rates. An increase of 100 basis points in LIBOR rates would result in additional annual interest expense of $0.9 million. On August 21, 2018, we entered into two interest rate swap agreements to effectively convert $241.9 million of borrowings under our Credit Facilities from a variable rate to a fixed rate. These interest rate swaps are intended to mitigate the exposure to fluctuations in interest rates and qualify for hedge accounting treatment as cash flow hedges.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We conducted an evaluation, as of January 1, 2022, 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 Exchange Act. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective as of January 1, 2022.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the three months ended January 1, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

Information with respect to this Item may be found in Note 13, *Commitments and Contingencies* to the Unaudited Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

Item 1A. Risk Factors

There are no material changes from the Risk Factors previously disclosed in our Annual Report on Form 10-K for the fiscal year ended April 3, 2021.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Not applicable.

Item 6. Exhibits

3.1	Restated Articles of Organization of the Company, reflecting Articles of Amendment dated August 23, 1993, August 21, 2006, July 26, 2018 and July 25, 2019 (filed as Exhibit 3.1 to the Company's Form 8-K dated July 29, 2019 and incorporated herein by reference).
3.2	By-Laws of the Company, as amended through June 29, 2020 (filed as Exhibit 3.1 to the Company's Form 8-K dated June 30, 2020 and incorporated herein by reference).
10.1*	Fourteenth Amendment to lease dated July 17, 1990, made as of November 11, 2021 by and between Buncher Company and the Company for property located in Leetsdale, Pennsylvania (1).
10.2*	CFO Retention and Transition Agreement, dated as of November 8, 2021, by and between the Company and William P. Burke (2).
31.1*	Certification pursuant to Section 302 of Sarbanes-Oxley Act of 2002, of Christopher A. Simon, President and Chief Executive Officer of the Company.
31.2*	Certification pursuant to Section 302 of Sarbanes-Oxley of 2002, of William Burke, Executive Vice President, 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 Christopher A. Simon, 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 William Burke, Executive Vice President, Chief Financial Officer of the Company.
101*	The following materials from Haemonetics Corporation on Form 10-Q for the quarter ended January 1, 2022 formatted in inline Extensible Business Reporting Language (XBRL) includes: (i) Condensed Consolidated Statements of Income and Comprehensive Income, (ii) Condensed Consolidated Balance Sheets, (iii) Condensed Consolidated Statements of Cash Flows, and (iv) Notes to Condensed Consolidated Financial Statements.
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document and contained in Exhibit 101).

* Document filed with this report.

** Document furnished with this report.

(1) Certain portions of this exhibit are considered confidential and have been omitted as permitted under SEC rules and regulations.

(2) Agreement, plan or arrangement related to the compensation of officers or 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

February 8, 2022 By: /s/ Christopher A. Simon

Christopher A. Simon,
President and Chief Executive Officer
(Principal Executive Officer)

February 8, 2022 By: /s/ William Burke

William Burke, Executive Vice President, Chief Financial Officer
(Principal Financial Officer)

CERTAIN INFORMATION HAS BEEN OMITTED FROM THIS DOCUMENT BECAUSE IT IS (I) NOT MATERIAL, AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED. OMISSIONS ARE MARKED [***].

Exhibit 10.1

FOURTEENTH AMENDMENT TO AGREEMENT OF LEASE

DATED THIS 11th DAY OF NOVEMBER, 2021

BY AND BETWEEN

THE BUNCHER COMPANY, as Landlord, a Pennsylvania corporation having its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania,

AND

HAEMONETICS CORPORATION, as Tenant, a Massachusetts corporation having its principal place of business in the City of Boston, Suffolk County, Massachusetts.

WHEREAS, the parties hereto have entered into that certain Agreement of Lease dated July 17, 1990; as amended by First Amendment to Agreement of Lease dated April 30, 1991; by Second Amendment to Agreement of Lease dated October 18, 2000; by Third Amendment to Agreement of Lease dated March 23, 2004; by Fourth Amendment to Agreement of Lease dated March 12, 2008; by Fifth Amendment to Agreement of Lease dated October 1, 2008; by Sixth Amendment to Agreement of Lease made as of January 8, 2010; by Seventh Amendment to Agreement of Lease made as of March 31, 2011; by letter agreement dated January 27, 2012; along with the renewal letter dated June 8, 2010, exercising the renewal option for the Fourth Renewal Term pursuant to paragraph 3 of the Sixth Amendment to Agreement of Lease; by Eighth Amendment to Agreement of Lease dated February 26, 2013; by Ninth Amendment to Agreement of Lease dated March 12, 2014; by Tenth Amendment to Agreement of Lease dated as of May 31, 2017; by Eleventh Amendment to Agreement of Lease dated as of March 2, 2018; by Twelfth Amendment to Agreement of Lease dated May 22, 2020; and by Thirteenth Amendment to Agreement of Lease dated December 21, 2020 (hereinafter collectively the “Lease”);

WHEREAS, the “Leased Premises” covered by the Lease is 89,177 agreed-upon rentable square feet of space in Buncher Commerce Park, Leetsdale Borough, Allegheny County, Pennsylvania, which is allocated as follows: (a) 81,929 agreed-upon rentable square feet of space in Buildings 18 and 18A; (b) 5,672 agreed-upon rentable square feet of space in the Parking Area; (c) 809 agreed-upon rentable square feet of space in the Building 18 Expansion Space; and (d) 767 agreed-upon rentable square feet of space in the Building 18 Second Expansion Space;

WHEREAS, all terms defined in the Lease and used therein shall have the same meaning herein as in the Lease unless otherwise provided herein; and

WHEREAS, the parties hereto desire to amend the Lease to (i) extend the term of the Lease for two (2) additional months (the “Sixth Extended Term”); (ii) restate the monthly rental for the Leased Premises during the balance of the Fourth Extended Term, restate the monthly rental for the Leased Premises for the Fifth Extended Term, and establish the monthly rental for the Lased Premises for the Sixth Extended Term;

(iii) relieve Tenant of the obligation to remove certain Alterations and equipment from the Leased Premises at the expiration of the term of the Lease in exchange for consideration payable by Tenant to Landlord; and (iv) amend existing Lease provisions and to incorporate additional provisions into the Lease to reflect the intentions of the parties.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound, the parties hereto promise, covenant and agree that the Lease be and is hereby amended as follows:

1. TERM: The Lease and the term thereof are hereby extended for the Sixth Extended Term to commence immediately following the expiration of the Fifth Extended Term of the Lease, i.e. April 1, 2022. The expiration date of the term of the Lease, as extended by the Sixth Extended Term, is hereby changed from March 31, 2022, to May 31, 2022.

2. RENT: Effective on the date of execution hereof, paragraph 2 (Rent) of the Thirteenth Amendment to Agreement of Lease dated December 21, 2020, shall be null and void and of no further force and effect and the following shall be substituted therefor:

"2. RENT: Tenant shall pay to Landlord as rental for the Leased Premises the following amounts at the following times:

A. Tenant shall continue to pay to Landlord on the first (1st) day of each calendar month during the balance of the Fourth Extended Term of the Lease including December 1, 2021, as monthly rental for the Building 18 Expansion Space and the Building 18 Second Expansion Space portions of the Leased Premises the amount of $[***], and beginning on January 1, 2022 and continuing on the first (1st) day of each succeeding calendar month thereafter during the Fifth Extended Term and Sixth Extended Term of the Lease, Tenant shall pay to Landlord as monthly rental for the Building 18 Expansion Space and the Building 18 Second Expansion Space portions of the Leased Premises the amount of $[***].

B. Tenant shall continue to pay to Landlord on the first (1st) day of each calendar month during balance of the Fourth Extended Term of the Lease until and including December 1, 2021 as monthly rental for the Building 18, Building 18A, and the Parking Area portions of the Leased Premises the amount of $[***].

C. Beginning on January 1, 2022 and continuing on the first (1st) day of each succeeding calendar month thereafter during the Fifth Extended Term and the Sixth Extended Term of the Lease, Tenant shall pay to Landlord as monthly rental for the Building 18, Building 18A, and the Parking Area portions of the Leased Premises the amount of $[***].

The monthly rentals as set forth herein shall be payable in advance, without demand, deduction or set off. All rentals and other amounts payable under the Lease shall be paid to The Buncher Company at P. O. Box 768, Pittsburgh, Pennsylvania 15230-0768 or at such other place or to such other party as may be designated by Landlord in writing.

If any installment of monthly rental or additional rental becomes overdue for a period in excess of ten (10) business days, Tenant shall pay interest at a monthly rate equal to one percent (1%) accruing from the due date to the date of payment thereof.

Such interest shall constitute additional rental due and payable to Landlord by Tenant. The interest charge will be in addition to, and not in lieu of, any other remedy Landlord may have under the Lease. If there are accrued and unpaid rental amounts, all payments of monthly rental and additional rental shall be applied in such order as Landlord shall determine."

3. RELEASE OF OBLIGATION TO REMOVE CERTAIN ALTERATIONS AND EQUIPMENT FROM THE LEASED PREMISES AND RELEASE OF OBLIGATION TO MAKE CERTAIN FLOOR REPAIRS:

A. Subject to payment of $[***] by Tenant to Landlord within ten (10) days following the date of execution of this Fourteenth Amendment to Agreement of Lease, Landlord hereby releases Tenant from the obligation to, within fifteen (15) days following the expiration of the term of the Lease, (i) remove from the Leased Premises all existing alterations, fixtures and equipment located within the Leased Premises, installed by Tenant during the term of the Lease, including without limitation those items identified in that certain letter dated November 2, 2020, marked Exhibit D-14, attached hereto and made a part hereof; (ii) remove approximately 500 bolts that secure equipment to the warehouse concrete floor that Tenant is removing from the Leased Premises; and (iii) place epoxy or other filling material into the holes caused by the removal of the foregoing bolts. Tenant hereby warrants that, as to all alterations, fixtures and equipment to be abandoned by Tenant as set forth herein, it has good and marketable title free of all liens, encumbrances, liabilities and adverse claims. On the date of expiration or earlier termination of the term of the Lease, Tenant shall, if desired by Landlord, deliver to Landlord, its successors, assigns, or transferees, a Bill of Sale conveying to Landlord good and marketable title to all alterations, fixtures and equipment to be abandoned by Tenant as set forth herein.

B. Notwithstanding the foregoing, Tenant shall, at its sole cost and expense, (a) remove those alterations, fixtures and equipment itemized and described on Exhibit E-14 attached hereto and made a part hereof, and (b) remove, in compliance with the terms and conditions set forth in section 4 (Maintenance and Repair), section 5 (Alterations), section 10 (Surrender) and section 12 (Tenant's Property) of the Agreement of Lease dated July 17, 1990, any and all future alterations, fixtures and equipment installed by Tenant following the date of this Fourteenth Amendment to Agreement of Lease.

4. CONFESSION OF JUDGMENT: Tenant hereby restates, ratifies and confirms paragraph 5 (Confession of Judgment) of the Thirteenth Amendment to Agreement of Lease dated December 21, 2020:

THE FOLLOWING PARAGRAPHS SET FORTH WARRANTS OR AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST TENANT IN THE EVENT OF A DEFAULT BY TENANT AS DESCRIBED BELOW. IN GRANTING THESE WARRANTS OF ATTORNEY TO CONFESS JUDGMENT AGAINST TENANT, TENANT HEREBY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY AND ON THE ADVICE OF SEPARATE COUNSEL OF TENANT, UNCONDITIONALLY WAIVES ANY AND ALL RIGHT THAT TENANT HAS OR MAY HAVE TO PRIOR NOTICE AND OPPORTUNITY FOR A HEARING UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA. USE OF THESE WARRANTS OF ATTORNEY SHALL NOT EXHAUST THE SAME OR THE POWER TO THEREAFTER CONFESS JUDGMENTS, AS A CONTINUING REMEDY, TO BE USED AS OFTEN AS IT MAY BE REQUIRED, AND NOTWITHSTANDING ANY LAW OR RULE TO THE CONTRARY, A REPRODUCED COPY OF THIS INSTRUMENT CERTIFIED BY AN

ATTORNEY OF ANY COURT OF RECORD TO BE TRUE AND CORRECT SHALL BE SUFFICIENT EVIDENCE OF THE CONTENTS HEREOF FOR THE PURPOSES HEREINAFTER SET FORTH.

FOR VALUE RECEIVED AND FORTHWITH ON EVERY DEFAULT HEREUNDER OR ON ANY AND EVERY BREACH OF COVENANT HEREIN, TENANT HEREBY EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR TENANT AND WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT OR A SERIES OF JUDGMENTS AGAINST TENANT AND IN FAVOR OF LANDLORD, ITS SUCCESSORS OR ASSIGNS, AS OF ANY TERM FOR THE FULL SUM DUE BY REASON OF ANY DEFAULT HEREUNDER, INCLUDING UNPAID RENT FOR THE BALANCE OF THE TERM OF THE LEASE, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES. TENANT FURTHER AUTHORIZES THE ISSUANCE OF WRITS OF EXECUTION AS LANDLORD MAY ELECT UPON ANY SUCH JUDGMENT OR JUDGMENTS, WITH RELEASE OF ALL ERRORS AND WITHOUT STAY OF EXECUTION AND INQUISITION, AND EXTENSION UPON ANY LEVY OF REAL ESTATE IS HEREBY WAIVED AND CONDEMNATION AGREED TO AND THE EXEMPTION OF ANY AND ALL PROPERTY FROM LEVY OR SALE BY VIRTUE OF ANY LAW NOW IN FORCE OR HEREINAFTER ENACTED IS ALSO EXPRESSLY WAIVED.

FOR THE PURPOSE OF OBTAINING POSSESSION OF THE LEASED PREMISES IN THE EVENT OF THE FAILURE OF TENANT TO VACATE THE LEASED PREMISES ON OR BEFORE THE EXPIRATION OF THE TERM OF THE LEASE, AS MAY BE EXTENDED, OR PRIOR TO THE EXPIRATION OF THE TERM OF THE LEASE IN THE EVENT OF DEFAULT, TENANT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE, TO APPEAR FOR TENANT AND ALL PERSONS CLAIMING UNDER OR THROUGH TENANT, TO SIGN AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN AMICABLE ACTION IN EJECTMENT FOR POSSESSION OF THE LEASED PREMISES, AND/OR TO APPEAR FOR AND CONFESS JUDGMENT, OR A SERIES OF JUDGMENTS, AGAINST TENANT, AND AGAINST ALL PERSONS CLAIMING UNDER OR THROUGH TENANT IN FAVOR OF LANDLORD, FOR RECOVERY BY LANDLORD OF POSSESSION THEREOF, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES, FOR WHICH THE LEASE, OR A COPY THEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT; AND THEREUPON A WRIT OF POSSESSION MAY IMMEDIATELY ISSUE FOR POSSESSION OF THE LEASED PREMISES, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER AND WITHOUT ANY STAY OF EXECUTION.

HAEMONETICS CORPORATION

By: /s/ William P. Burke

William P. Burke

CFO

5. TENANT'S PROPERTY: Section 12 (Tenant's Property) of the Agreement of Lease dated July 17, 1990, as modified by sub-paragraphs 3.A. and 3.B., is hereby supplemented, as follows:

A. If any equipment (i) identified and described on Exhibit E-14 attached hereto, or (ii) installed by Tenant following the date of this Fourteenth Amendment to Agreement of this Lease is anchored to the concrete floor of the Leased Premises by anchor bolts, said bolts shall be removed pursuant to the instructions on Exhibit C-14 attached hereto and made a part hereof.

6. BROKERAGE: Landlord and Tenant each hereby warrants to the other that no real estate broker has been involved in this transaction on its behalf and that no finder's fees or real estate commissions have been earned by any third party. If either party breaches the foregoing warranty, the breaching party shall indemnify, defend and hold harmless the other for any liability or claims for commissions or fees, including reasonable attorneys' fees and costs, arising from a breach of this warranty.

7. TENANT'S ACKNOWLEDGMENT: Tenant hereby acknowledges that as of the date of this Fourteenth Amendment to Agreement of Lease, Landlord is not in default of any of its obligations under the Lease, and Tenant has no claims, counterclaims, offsets or defenses with respect to Landlord's obligations under the Lease.

8. AUTHORIZATION: Tenant and Landlord each hereby represent and warrant that it has full authority to enter into, deliver, and perform its obligations hereunder; that the individual executing this Fourteenth Amendment to Agreement of Lease on behalf of such party has full authority to legally bind such party; that nothing herein conflicts with either of the party's governing documents or any of its commitments or obligations; and that no consent or approval of any third party is required to perform its obligations hereunder.

9. NO OTHER MODIFICATIONS: Except as amended hereby, all terms and conditions of the Lease shall remain in full force and effect and are hereby ratified by Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have hereunto set their hands and seals the day and year first above written.

ATTEST:

By: /s/ Richard E. Werner
Richard E. Werner
Vice President and General Counsel

(Corporate Seal)

THE BUNCHER COMPANY

By: /s/ David B. Heaton
David B. Heaton
President/CEO

ATTEST:

By: /s/ Thomas Powers
Thomas Powers
Assistant Corporate Secretary

(Corporate Seal)

HAEMONETICS CORPORATION

By: /s/ William P. Burke
William P. Burke
CFO

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF BRISTOL)

On this 11th day of November, 2021, before me, a Notary Public, personally appeared William P. Burke, who acknowledged himself to be the CFO of HAEMONETICS CORPORATION, a Massachusetts corporation, and that he as such CFO, being authorized to do so, executed the foregoing Fourteenth Amendment to Agreement of Lease, including but not limited to paragraph 4, for the purposes therein contained by signing in the name of the corporation by himself as CFO.

WITNESS my hand and official seal the day and year aforesaid.

/s/ Sheryl A. Larkin

Notary Public

My Commission Expires: February 5, 2027

Exhibit 10.2

November 8, 2021

William P. Burke
Address on file with the Company

RE: CFO Retention and Transition Agreement

Dear Bill:

This Retention and Transition Agreement (this "**Agreement**") sets forth the understanding between you and Haemonetics Corporation (the "**Company**") regarding your continued employment as Chief Financial Officer of the Company and your planned retirement from the Company and transition. On behalf of the Board of Directors of the Company, I want to thank you for your willingness to provide continued service as Chief Financial Officer and then in the role of Special Advisor as provided in this Agreement in order to ensure a seamless and successful transition to the next Chief Financial Officer of the Company.

1. Continued Service as Chief Financial Officer and Special Advisor.

   a. Transition. Your service as Executive Vice President and Chief Financial Officer ("**CFO**") of the Company will continue until the earlier of (1) the date your successor to the position of CFO of the Company commences employment with the Company and (2) June 30, 2022. After your successor to the position of CFO of the Company commences employment (if prior to June 30, 2022), you will continue to be employed by the Company and agree to serve as a Special Advisor to the Company's Chief Executive Officer (the "**CEO**"). As Special Advisor, your duties may include providing guidance to the CEO, supporting and advising the new CFO and such other reasonable duties related to the finance function of the Company as assigned to you by the CEO.

   b. Retention Date. Your service as an employee with the Company will end on June 30, 2022 (the "**Retention Date**"). For avoidance of doubt, the termination of your employment on the Retention Date, under the terms of this Agreement, is not a Qualifying Termination under the Executive Severance Agreement between you and the Company dated November 7, 2017 (the "**Executive Severance Agreement**").

2. Compensation and Retention Payment.

   a. Salary. From now until the Retention Date (the "**Transition Period**"), you will continue to receive your current salary, provided that your employment does not earlier terminate.

   b. Annual Bonus. The execution of this Agreement will not affect your eligibility to receive an annual bonus for fiscal 2022, which will be based on actual Company performance assuming full achievement of any individual performance goals and will be paid when fiscal year 2022 bonuses are generally paid to senior executives of the Company subject to and in accordance with the terms of such annual bonus program. Provided you remain employed with the Company through the Retention Date and satisfy the other conditions to receive the Retention Bonus set forth in Section 2(e), the Company will pay you a Pro Rata Bonus for fiscal year 2023 within 21 days after the expiration of the Revocation Period, as defined in Exhibit A hereto. A "**Pro Rata Bonus**" means an amount equal to

your Annual Target Bonus multiplied by a fraction the numerator of which is the number of days in fiscal 2023 that you were employed through the Retention Date and the denominator of which is 365. "**Target Bonus**" means an amount equal to 75% of your current annual salary. The Company will only pay the Pro Rata Bonus for fiscal 2023 once the Supplemental Release attached hereto as Exhibit A has been timely executed by you and become effective in accordance with its terms.

c. Equity Incentive Awards. All of your outstanding equity incentive awards, including stock options, restricted stock units, and performance-based restricted stock units, will continue to vest (and, for stock options, to be exercisable) subject to and in accordance with their current terms. You will not receive any further equity incentive awards under the Company's long-term incentive plans.

d. Benefit Plans and Programs. During the Transition Period, subject to your continued service, you will continue to remain eligible to participate in the Company employee benefit plans and programs in which you currently participate on the same terms and conditions as other senior executives of the Company, except as otherwise set forth in this Agreement.

e. Retention Bonus.

In addition, if you (1) do not resign (for any reason) and are not terminated by the Company for Cause (as defined in your Executive Severance Agreement) prior to the Retention Date, (2) cooperate fully in transitioning your job, (3) agree to the terms of this Agreement and timely sign, return, and do not revoke it, and (4) timely sign, return, and do not revoke the Supplemental Release attached hereto as Exhibit A, the Company will provide you with a retention bonus (the "**Retention Bonus**"). The Retention Bonus will be calculated as follows: (1) if your successor commences employment on or before April 2, 2022, the Retention Bonus will be an aggregate amount equal to 25% of your base salary at the annualized rate in effect as of the date hereof, paid to you in approximately equal installments over the course of the three (3) months following the Retention Date; or (2) if your successor commences employment after April 2, 2022, the Retention Bonus will be an aggregate amount equal to 50% of your base salary at the annualized rate in effect as of the date hereof, paid to you in approximately equal installments over the course of the six (6) months following the Retention Date. The Retention Bonus will be paid to you in accordance with the Company's regular payroll practices, beginning on the first regularly scheduled payroll date of the Company following the date on which the Supplemental Release becomes effective in accordance with its terms. The Company will pay the Retention Bonus only after you have timely executed the Supplement Release, attached hereto as Exhibit A, that is not revoked as provided herein. The Retention Bonus payment is not considered compensation for purposes of the Company's 401(k) or other retirement plans.

For avoidance of doubt, in the event that you are terminated without Cause before the Retention Date, you are not entitled to the Retention Bonus, and your Executive Severance Agreement will govern the terms of you departure from the Company.

The Company may withhold from any and all amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

3. Release of Claims. You voluntarily release and discharge the Company and its current and former predecessors, successors, assigns, parent companies, subsidiaries, affiliates, and other related entities, as well as all of their current and former agents, officers, directors, employees, representatives, attorneys, and all persons acting by, through, under, or in concert with any of them (any and all of which are referred to as "**Releasees**"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, causes of action, damages, losses, expenses, and debts of any nature whatsoever, known or unknown ("**Claims**"), which you have, claim to have, ever had, or ever claimed to have had against Releasees. This general release of Claims includes, without implication of limitation, all Claims relating to your employment and separation from employment with the Company; all Claims of discrimination, harassment and retaliation prohibited by any federal, state, or local statute, regulation, or ordinance, including without implication of limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans With Disabilities Act, Massachusetts General Laws chapter 151B, the Massachusetts Wage Act (including but not limited to paid time off, overtime and other wages), the Family and Medical Leave Act, and the Employee Retirement Income Securities Act; and all other statutory and common law Claims. You also waive any Claim for reinstatement, attorney's fees, interest, or costs, and all Claims for wages or other compensation (including but not limited to those under the Massachusetts Wage Act), *provided that* this Release shall not be construed to impair your right to enforce the terms of this Agreement or to waive any claims that may not by law be waived.

   Notwithstanding the foregoing, this Agreement will not be construed to (i) impair your right to enforce the terms of this Agreement, (ii) waive any Claims that may not by law be waived, (iii) impair your rights under any equity or equity award agreement, any subscription agreement, any stockholders' agreement, or any other written agreement between you and the Company, insofar as you have continuing rights under any such agreement after the effective date of this Agreement, (iv) release or discharge any rights you may have to indemnification as a current or former manager, director, officer or employee under the organizational documents of the Company, under applicable law, or otherwise, or to protection under any insurance policy maintained by the Company, or (v) impair any rights that you may have to vested retirement benefits.

   In addition, nothing in this Agreement (including but not limited to the release of claims, confidentiality, cooperation, and non-disparagement provisions) shall be construed to prevent you from communicating or filing a charge or complaint with, or from participating in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission ("SEC"), or any other any federal, state or local agency charged with the enforcement of any laws, or from exercising rights under Section 7 of the National Labor Relations Act to engage in joint activity with other employees, although by signing this Agreement you are waiving and hereby do waive any and all rights to individual relief (monetary or otherwise) based on claims asserted in such a charge or complaint, or asserted by any third-party on your behalf, except where such a waiver of individual relief is prohibited (such as, for example in connection with an award for information provided to the SEC).

4. Professional Transition. For the period during which you are receiving payments of the Retention Bonus, you agree (i) to cooperate with the Company and its accountants and legal counsel, as reasonably requested by the Company, with respect to legal and business issues of which you have personal or corporate knowledge and (ii) to make yourself available at reasonable times and upon reasonable notice to answer questions or provide information within your possession as requested by the Company relating to the Company, its subsidiaries and/or their respective

operations. You acknowledge that the Company's obligations under this Agreement are expressly contingent on such cooperation and assistance, and on your dealing with any issues relating to your employment with or separation from the Company in a responsible, positive and professional manner.

5. Confidential Information. You agree that during your employment with the Company and at all times thereafter:

a. You will not at any time, directly or indirectly, disclose or divulge any Confidential Information (as hereinafter defined), except as required in connection with your work for the Company or requested in writing by the Company, and except to the extent required by law, subpoena or court order (but only after you have provided the Company with reasonable notice and opportunity to take action against any legally required disclosure to the extent permitted by law). As used herein, "**Confidential Information**" means all trade secrets and all other proprietary information of a business, financial, marketing, technical or other nature relating to the business of the Company including, without limitation, any customer or vendor lists, financial statements and projections, know-how, pricing policies, operational methods, methods of doing business, technical processes, formulae, designs and design projects, inventions, computer hardware, software programs, business strategy, plans and projects (actual or prospective) pertaining to the Company and including any information of others that the Company has agreed to keep confidential; provided that Confidential Information shall not include any information that has entered or enters the public domain through no fault of you.

b. You shall make no use whatsoever, directly or indirectly, of any Confidential Information at any time except as may be required in connection with your work for the Company.

c. Prior to the Retention Date, or upon the Company's request at any time and for any reason, you shall immediately deliver to the Company all materials (including all soft and hard copies) in your possession that contain or relate to Confidential Information (including without limitation copies of contracts, contract analyses, and product development plans and product marketing and sales plans related to the Company's business) and all other Company documents and property (including without limitation Company laptop computer and telephone).

d. All Developments made by you, either alone or in conjunction with others, at any time or at any place during your employment with the Company, whether or not reduced to writing or practice during such period of employment, shall be and hereby are the exclusive property of the Company without any further compensation to you. In addition, without limiting the generality of the prior sentence, all Developments which are copyrightable work by you are intended to be "work made for hire" as defined in Section 101 of the Copyright Act of 1976, as amended, and shall be and hereby are the property of the Company. "**Developments**" means any and all inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein that (i) relate to the business in which the Company is engaged or in which the Company intended to engage in during your employment with the Company, (ii) are or were created or improved in whole or in part by using any Company resources, data, facilities or equipment, or (iii) are or were created or improved within the scope of your employment.

e. You have promptly disclosed any Developments to the Company. If any Development is not the property of the Company by operation of law, this Agreement or otherwise, you will, and hereby do, assign to the Company all right, title and interest in such Development, without further consideration, and will assist the Company and its nominees in every way, at the Company's expense, to secure, maintain and defend the Company's rights in such Development. You shall sign all instruments necessary for the filing and prosecution of any applications for, or extension or renewals of, letters patent (or other intellectual property registrations or filings) of the United States or any foreign country in which the Company desires to file and that relate to any Development. You hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as your agent and attorney-in-fact (which designation and appointment shall be deemed coupled with an interest and shall survive your death or incapacity), to act for and in your behalf to execute and file any such applications, extensions or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, other intellectual property registrations or filings or such other similar documents with the same legal force and effect as if executed by you. You waive all claims to moral rights in the Developments.

6. Restrictive Covenants. You acknowledge that (i) the services performed by you while employed by the Company were of a special, unique, unusual, extraordinary, and intellectual character, (ii) the provisions of this Section 6 are reasonable and necessary to protect the Company's business, goodwill and Confidential Information, and (iii) the Retention Bonus and other consideration provided herein constitute adequate consideration for this Section 6. You therefore agree that for a period of one (1) year after the Retention Date:

a. You will not, directly or indirectly, individually or as a consultant to, or an employee, officer, director, manager, stockholder, partner, member, investor, lender or other owner or participant in any business entity, other than the Company, engage in, or assist any other person or entity to engage in, any business which competes with the Business anywhere in the United States or anywhere else in the world where the Company does business or planned to do business during your employment. For purpose of this section, the "Business" shall mean the research, development, production, distribution, marketing, providing and/or selling of hematology and other blood-related products and solutions, including without limitation those for blood and plasma component collection, cell processing, autologous blood transfusion, hemostasis management, vascular closure and transfusion services;

b. You will not, directly or indirectly, (i) solicit, divert or take away, or attempt to solicit, divert or take away, the business or relationship of the Company with any of its customers, clients, distributors, dealers, referral sources, business partners, suppliers, vendors, service providers, consultants, lenders, investors, landlords, licensors or attorneys or any other person or entity with whom the Company does business (collectively, "**Business Partners**"), or (ii) otherwise interfere with the Company's business relationship with any of its Business Partners;

c. You will not, directly or indirectly, solicit, recruit, hire or engage, or otherwise interfere with the business relationship of the Company with, any current or former employee of the Company, other than any person who ceased to be employed by the Company for a period of at least six (6) months;

d. You will give notice to the Company of each new business activity you plan to undertake, no later than ten (10) business days after beginning any such activity. The notice shall state the name and address of the person, corporation, association or other entity or organization (each, an "**Entity**") for whom such activity is undertaken and the nature of your business relationship or position with the Entity. You further agree to provide the Company with other pertinent information concerning such business activity as you may reasonably request in order to determine your continued compliance with your obligations under this Agreement. However, in all cases, your obligation to notify the Company shall be limited to information that is public and non-confidential and that subsequently becomes public and non-confidential during the one (1) year following the Retention Date. You consent to notification by the Company to your new employer or its agents regarding your rights and obligations under this Agreement or any other agreement or understanding with the Company; and

e. You will not, directly or indirectly, assist any person or entity in performing any activity prohibited by Sections 6(a), 6(b), or 6(c).

7. Non-Disparagement. Other than as permitted in Section 3 above, you agree not to make any disparaging statements, written or oral, about the Company, the Company's products or services, or any of the Company's directors, officers, executives, stockholders, investors, lenders, affiliates, managers, members, partners, agents, attorneys or representatives. The Company agrees that it will not issue any press release or public statement that disparages you or your employment with the Company. In addition, the Company agrees that the members of its Board of Directors and its executive officers shall not make any disparaging statements, written or oral, about you or your employment with the Company. Notwithstanding anything in this Section 7 or elsewhere in this Agreement, nothing in this Agreement shall prohibit either party (and, in the case of the Company, its Board of Directors or executive officers) from making truthful statements that are required by applicable law, regulation or legal process.

8. Litigation Cooperation. You agree to cooperate in good faith with the Company in the defense or prosecution of any claims, arbitration or regulatory proceedings or action which already have been brought or which may be brought in the future against or on behalf of the Company or any of its directors, officers, employees, or agents which relate to events or occurrences that transpired during your employment with the Company. Your full cooperation in connection with such claims or actions shall include, without implication of limitation, being available to meet with counsel to prepare for discovery or trial and to testify truthfully as a witness when reasonably requested by the Company at reasonable times designated in good faith by the Company (all such services referred to herein as "**Litigation Cooperation**"). Except as required by law, you agree that you will not voluntarily disclose any information to any person or party that is adverse to the Company and you will maintain the confidences and privileges of the Company. The Company agrees to reimburse you for any reasonable and customary out-of-pocket expenses that you incur in connection with such Litigation Cooperation, subject to reasonable documentation. The Company further agrees that if such Litigation Cooperation occurs more than six (6) months after the Retention Date, the Company will in good faith negotiate with you for reasonable payment for his services, at an hourly rate commensurate with your salary as of the Retention Date, provided that the Company and you acknowledge and agree that you shall not be entitled to compensation for time spent actually testifying under oath in any proceeding. The Company will try, in good faith, to exercise its rights under this Section so as not to unreasonably interfere with your ability to engage in gainful employment.

9. Limited Disclosure. You agree not to disclose the substance of this Agreement, except to your spouse, tax advisor, an attorney with whom you choose to consult regarding your consideration of this Agreement, and/or to any federal, state or local government agency. You agree and acknowledge that the Company will disclose this Agreement, as required by applicable law.

10. Effect of Breach. You recognize and agree that the compensation and benefits offered to you hereunder are in consideration for your full and complete compliance with the covenants and provisions of this Agreement. Accordingly, you agree that if you willfully violate this Agreement, including but not limited to the terms of Sections 5 through 10, and fail to remedy such violation within the period of ten (10) days following your receipt of written notice from the Company, the Company may immediately terminate payment of further compensation or benefits otherwise owed to you hereunder, and may recover the full value of any such compensation and benefits already provided to you to the maximum extent permitted by law. You acknowledge that a breach of any of the covenants continued in Sections 5 through 10 of this Agreement could result in irreparable injury to the Company for which there might be no adequate remedy at law, and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain a temporary restraining order and/or preliminary injunction and a permanent injunction restraining you from engaging in any activities prohibited by Sections 5 through 10 herein or such other equitable relief as may be required to enforce specifically any covenants of Sections 5 through 10. In the event the Company prevails in any action against you arising from such a breach, the Company shall be entitled to recover from you all reasonable attorneys' fees and costs incurred by it in connection with such breach. In the event that you prevail in any action involving the enforcement of the provisions of this Agreement, you shall be entitled to recover from the Company all reasonable attorneys' fees and costs incurred by you in such action. Additionally, if you violate Section 6 of this Agreement, the temporal period applicable to that Section shall be extended by the period of time during which such violation occurred. Any event of a breach by you will not affect the release set forth or any other of your continuing obligations under this Agreement.

11. Tax Withholding; Section 409A.

a. All payments made by the Company to you or your dependents, beneficiaries or estate will be subject to the withholding of such amounts relating to tax and/or other payroll deductions as may be required by law.

b. The parties intend that the benefits and payments provided under this Agreement shall be exempt from, or comply with, the requirements of Section 409A of the Internal Revenue Code (the "**Code**"). Notwithstanding the foregoing, the Company shall in no event be obligated to indemnify you for any taxes or interest that may be assessed by the Internal Revenue Service pursuant to Section 409A of the Code. Each payment or installment under this Agreement is intended to be a "separate payment" for purposes of Section 409A.

12. Governing Law and Interpretation. This Agreement, and any dispute arising under or relating to this Agreement, will in all respects, be governed by and construed in accordance with the internal substantive and procedural laws of the Commonwealth of Massachusetts, without regard to any conflicts of laws principles. The parties irrevocably and unconditionally (a) submit to the exclusive jurisdiction of the Commonwealth of Massachusetts, in any court therein as may be permitted by applicable law (the "**Courts**") for the purpose of any suit, action or other proceeding arising under or relating to this Agreement, (b) agree not to commence any suit, action or other proceeding arising under or relating to this Agreement except in the Courts, and (c) waive, and

agree not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such suit, action or proceeding, any claim that such party is not subject personally to the jurisdiction of the Courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by the Courts.

13. WAIVER OF JURY TRIAL. EACH PARTY AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER OR OTHERWISE RELATES TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

14. Non-admission of Wrongdoing. The parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

15. Amendment. This Agreement may not be modified, altered or changed except in writing and signed by both parties wherein specific reference is made to this Agreement.

16. Entire Agreement. This Agreement (including its Exhibits) constitutes the entire agreement between you and the Company regarding your termination of employment with the Company. You acknowledge that you have not relied on any representations, promises, or agreements of any kind made to you in connection with your decision to accept this Agreement (including its Exhibits).

17. Severability; Counterparts. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instruments.

YOU ARE ADVISED THAT YOU HAVE UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT AND GENERAL RELEASE IN WHICH YOU WAIVE IMPORTANT RIGHTS, INCLUDING THOSE UNDER THE ADEA. YOU ARE ALSO ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT AND GENERAL RELEASE CONCERNING THE RIGHTS BEING WAIVED AS WELL AS ALL OTHER TERMS OF THIS AGREEMENT AND GENERAL RELEASE.

THE SIGNED AGREEMENT MUST BE RETURNED TO: LAURIE MILLER, HAEMONETICS, CORPORATION, 125 SUMMER STREET, BOSTON MA, 02110.

YOU MAY REVOKE THIS AGREEMENT AND GENERAL RELEASE FOR A PERIOD OF SEVEN (7) BUSINESS DAYS FOLLOWING THE DAY YOU SIGN THIS AGREEMENT. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO LAURIE MILLER, AND MUST STATE, “I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT AND GENERAL RELEASE.” THE REVOCATION MUST BE PERSONALLY DELIVERED OR MAILED TO LAURIE MILLER, HAEMONETICS CORP., 125 SUMMER STREET, BOSTON, MA 02110. IF MAILED THE REVOCATION MUST BE POSTMARKED WITHIN SEVEN (7)

BUSINESS DAYS AFTER YOU SIGN THIS AGREEMENT. YOU AGREE THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT AND GENERAL RELEASE DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

YOU VOLUNTARILY, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS, INCLUDING ADEA CLAIMS, YOU HAVE OR MIGHT HAVE AGAINST THE COMPANY AND ANY RELATED PERSONS OR ENTITIES.

Thank you again for your dedicated leadership and your continued service.

To indicate agreement with the foregoing, please sign and return this Agreement to me.

On behalf of the Company:

By:	/s/ Christopher A. Simon
Name:	Christopher A. Simon
Title:	President and Chief Executive Officer

Accepted and Agreed:

/s/ William P. Burke

Name:	William P. Burke
Date:	November 8, 2021

Exhibit A

SUPPLEMENTAL RELEASE OF CLAIMS

This Release of Claims (this "**Release**") is entered into as of the last date indicated on the signature page of this Release by and between Haemonetics Corporation (the "**Company**") and William P. Burke ("**you**"). You and the Company agree as follows:

1. Release of Claims. You voluntarily release and discharge the Company and its current and former predecessors, successors, assigns, parent companies, subsidiaries, affiliates, and other related entities, as well as all of their current and former agents, officers, directors, employees, representatives, attorneys, and all persons acting by, through, under, or in concert with any of them (any and all of which are referred to as "**Releasees**"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, causes of action, damages, losses, expenses, and debts of any nature whatsoever, known or unknown ("**Claims**"), which you have, claim to have, ever had, or ever claimed to have had against Releasees. This general release of Claims includes, without implication of limitation, all Claims relating to your employment and separation from employment with the Company; all Claims of discrimination, harassment and retaliation prohibited by any federal, state, or local statute, regulation, or ordinance, including without implication of limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans With Disabilities Act, Massachusetts General Laws chapter 151B, the Massachusetts Wage Act (including but not limited to paid time off, overtime and other wages), the Family and Medical Leave Act, and the Employee Retirement Income Securities Act; and all other statutory and common law Claims. You also waive any Claim for reinstatement, attorney's fees, interest, or costs, and all Claims for wages or other compensation (including but not limited to those under the Massachusetts Wage Act), *provided that* this Release shall not be construed to impair your right to enforce the terms of this Agreement or to waive any claims that may not by law be waived.

Notwithstanding the foregoing, this Release will not be construed to (i) impair your right to enforce the terms of this Release or the Agreement, (ii) waive any Claims that may not by law be waived, (iii) impair your rights under any equity or equity award agreement, any subscription agreement, any stockholders' agreement, or any other written agreement between you and the Company, insofar as you have continuing rights under any such agreement after the effective date of this Agreement, (iv) release or discharge any rights you may have to indemnification as a current or former manager, director, officer or employee under the organizational documents of the Company, under applicable law, or otherwise, or to protection under any insurance policy maintained by the Company, or (v) impair any rights that you may have to vested retirement benefits**.**

In addition, nothing in this Agreement (including but not limited to the release of claims, confidentiality, cooperation, and non-disparagement provisions) shall be construed to prevent you from communicating or filing a charge or complaint with, or from participating in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission ("**SEC**"), or any other any federal, state or local agency charged with the enforcement of any laws, or from exercising rights under Section 7 of the National Labor Relations Act to engage in joint activity with other employees, although by signing this Agreement you are waiving and hereby do waive any and all rights to individual relief (monetary or otherwise) based on claims asserted in such a charge or complaint, or asserted by any third-party on your behalf, except where such a waiver of individual relief is prohibited (such as, for example in connection with an award for information provided to the SEC).

2. Consideration. In consideration of your execution of this Release, the Company will provide you with the Retention Bonus and other benefits set forth in the Agreement, which consideration you would not otherwise be entitled to receive. Except as set forth in this Section 2, it is expressly agreed that the Company does not have any obligation to provide you at any time in the future with any payments, equity, benefits or other consideration. This Release shall not supersede any continuing obligations you may have under the terms of the Agreement.

3. Non-Filing of Complaint or Charges. By signing this Release, you represent and warrant that you have not filed any complaints, charges or claims for relief against any of the Releasees with any local, state or federal court or administrative agency. You further acknowledge and agree that you have waived any relief available to you (including with limitation, monetary damages, equitable relief and reinstatement) under any of the claims and/or causes of action referenced in Section 1 of this Release.

4. Voluntary Waiver and Acknowledgement. You acknowledge that you have been advised to and given the opportunity to consult with the attorney of your choice in connection with executing this Release, and that you have been given the opportunity, if so desired, to consider this Release for twenty-one (21) days before executing it. If you sign this Release prior to the Separation Date, or later than twenty-one (21) days following the Separation Date, it will not be valid. The Company acknowledges that, for a period of seven (7) days from the date that you sign this Release (the "**Revocation Period**"), you will retain the right to revoke this Release by written notice to Human Resources Department at the Company, received before the end of the Revocation Period, and that this Release will not become effective or enforceable until the expiration of the Revocation Period.

5. Other Terms. You and the Company acknowledge that the performance of the promises of each is contingent upon the fulfillment of the obligations of the other party as set forth in this Release and the Agreement. You and the Company agree that this Release is not, and shall not be construed to be, an admission of any violation of any federal, state or local statute or regulation, or of any duty owed by either party. This Release shall take effect as an instrument under seal and shall be governed and construed in accordance with the law of Massachusetts, without regard for its choice of law principles. If any provision of this Release is deemed invalid, the remaining provisions shall not be affected and shall be enforced to the maximum extent permitted by law.

IN WITNESS WHEREOF, you and the Company have executed this Release as of the date last written below.

William P. Burke	**Haemonetics Corporation**
_____	By: _____ Name: Title:
Date:_____	Date:_____

EXHIBIT 31.1

CERTIFICATION

I, Christopher A. Simon, 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) 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
    d) 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.

February 8, 2022

/s/ Christopher A. Simon

Christopher A. Simon, President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, William Burke, 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) 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
    d) 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.

February 8, 2022

/s/ William Burke

William Burke, Executive Vice President, Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

Certification Pursuant To
18 USC. 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 ended January 1, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Christopher A. Simon, 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.

February 8, 2022

/s/ Christopher A. Simon
Christopher A. Simon,
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 USC. 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 ended January 1, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, William Burke, Executive Vice President, 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.

February 8, 2022

/s/ William Burke
William Burke,
Executive Vice President, 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.