

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)



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

For the fiscal year ended December 25, 2005 or



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

For the transition period from to .

Commission file number 1-5353

TELEFLEX INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware

23-1147939

(State or other jurisdiction of
incorporation or organization)

(I.R.S. employer identification no.)

**155 South Limerick Road, Limerick,
Pennsylvania**

19468

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (610) 948-5100

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

<u>Title of Each Class</u>	<u>Name of Each Exchange On Which Registered</u>
Common Stock, par value \$1 per share	New York Stock Exchange
Preference Stock Purchase Rights	New York Stock Exchange

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

NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

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 ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

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

Large accelerated filer☒

Accelerated filer☐

Non-accelerated filer☐

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

The aggregate market value of the Common Stock of the registrant held by non-affiliates of the registrant (37,080,375 shares) on June 26, 2005 (the last business day of the registrant's most recently completed fiscal second quarter) was \$2,124,705,488⁽¹⁾. The aggregate market value was computed by reference to the closing price of the Common Stock on such date.

The registrant had 41,150,750 Common Shares outstanding as of February 21, 2006.

Document Incorporated By Reference: certain provisions of the registrant's definitive proxy statement in connection with its 2006 Annual Meeting of Shareholders, to be filed within 120 days of the close of the registrant's fiscal year are incorporated by reference in Part III hereof.

⁽¹⁾ For the purposes of this definition only, the registrant has defined "affiliate" as including executive officers and directors of the registrant and owners of more than five percent of the common stock of the registrant.

TELEFLEX INCORPORATED
ANNUAL REPORT ON FORM 10-K
FOR THE FISCAL YEAR ENDED DECEMBER 25, 2005

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Information Concerning Forward-Looking Statements

All statements made in this Annual Report on Form 10-K, other than statements of historical fact, are forward-looking statements. The words “anticipate,” “believe,” “estimate,” “expect,” “intend,” “may,” “plan,” “will,” “would,” “should,” “guidance,” “potential,” “continue,” “project,” “forecast,” “confident,” “prospects” and similar expressions typically are used to identify forward-looking statements. Forward-looking statements are based on the then-current expectations, beliefs, assumptions, estimates and forecasts about our business and the industry and markets in which we operate. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions which are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or implied by these forward-looking statements due to a number of factors, including changes in business relationships with and purchases by or from major customers or suppliers, including delays or cancellations in shipments; demand for and market acceptance of new and existing products; our ability to integrate acquired businesses into our operations, realize planned synergies and operate such businesses profitably in accordance with expectations; our ability to effectively execute our restructuring and divestiture program; competitive market conditions and resulting effects on revenues and pricing; increases in raw material costs that cannot be recovered in product pricing; global economic factors, including currency exchange rates and interest rates; difficulties entering new markets; and general economic conditions. For a further discussion of the risks that our business is subject to, see “Item 1A. Risk Factors” of this Annual Report on Form 10-K. We expressly disclaim any intent or obligation to update these forward-looking statements, except as otherwise specifically stated by us.

PART I

ITEM 1. BUSINESS

Overview

Teleflex Incorporated is a diversified industrial company specializing in the design, manufacture and distribution of specialty-engineered products. We serve a wide range of customers in niche segments of the commercial, medical and aerospace industries. Our products include: driver controls, motion controls, power and vehicle management systems and fluid management systems for commercial industries; disposable medical products, surgical instruments, medical devices and specialty devices for hospitals and healthcare providers; and repair products and services, precision-machined components and cargo-handling systems for commercial and military aviation as well as other industrial markets.

For more than 60 years, we have grown by providing engineered products that help our customers meet their business requirements. We have grown through an active program of development of new products, introduction of products into new geographic or end-markets and through acquisitions of companies that can add value with related market, technology or industry expertise. We serve a diverse customer base through operations in 24 countries and local direct sales and distribution networks. In 2005, products distributed from our operations in the United States accounted for 45 percent of revenues, and products distributed from our operations in other countries represented 55 percent of revenues.

Our Business Segments

We classify our business into three business segments — Commercial, Medical and Aerospace. For 2005, the percentages of our consolidated net revenues represented by our segments were as follows: Commercial — 47%; Medical — 33%; and Aerospace — 20%. Additional information regarding our segments is presented in Note 14 to our consolidated financial statements included in this Annual Report on Form 10-K.

Commercial

Our Commercial Segment businesses principally design, manufacture and distribute driver control, motion control, power and vehicle management and fluid management products and systems. Our products are used by a wide range of markets including the passenger car and light truck, marine, recreational, mobile power equipment, military, agricultural and construction vehicle, truck and bus and various other industrial equipment sectors. These products are provided through business operating units organized around geographical location, market knowledge and technical expertise. Major manufacturing operations are located in North America, Europe and Asia.

Driver Controls: This is the largest single product category in the Commercial Segment, representing 47 percent of Commercial Segment revenues in 2005. Products in this category include: full manual and automatic gearshift systems, transmission guide controls, park-lock cables, control cables, mechanical and hydraulic steering, steering columns, throttle controls and industrial vehicle pedal systems. Our driver controls, for example, are used in passenger cars, boats, trucks, agricultural vehicles and recreational vehicles. We are a global supplier of manual and automatic gearshift systems and control cables for passenger cars and light trucks and a leading global provider of both mechanical and hydraulic steering systems for recreational boats.

Motion Controls: Products in this category represented 24 percent of Commercial Segment revenues in 2005. Motion controls include: mechanical and electro-mechanical controls for seat-comfort, interior flexibility, movement and regulation of window, door, function and other safety controls and mobile power equipment controls and products for heavy-lift applications. While the largest portion of this category relates to seat and interior comfort and motion systems sold to automotive suppliers and industrial vehicle manufac-

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turers, our motion systems also serve a wide range of other markets and applications. For example, we are a large supplier of safety cable and light-duty motion controls used in mobile power equipment, and our heavy-lift products, which include heavy-duty cables, hoisting and rigging equipment, are used in oil drilling and other industrial markets.

Power and Vehicle Management Systems: Products in this category represented 18 percent of Commercial Segment revenues in 2005. Power and vehicle management systems include: mobile auxiliary power systems, fuel management systems and components, industrial actuation products and components, instrumentation and electronic controls for engine and vehicle management, diagnostics and monitoring. These products generally address the need for greater fuel efficiency, reduced emissions, mobile power and improved connectivity of engine and vehicle systems. Our major products in this category include mobile auxiliary power units used for power and climate control in heavy duty trucks, industrial vehicles and locomotives, instrumentation and electronic products for marine and industrial vehicles and components and systems for the use of alternative fuels in military, industrial and automotive applications.

Fluid Management Systems: Products in this category represented 11 percent of Commercial Segment revenues in 2005. Fluid management products include premium-branded, custom-manufactured and bulk hose and related assemblies that are generally custom-designed and manufactured to address specific requirements for vapor permeation, durability and flexibility. Our fluid management products can be found in automobiles, recreational boats, remote sensing devices, high-purity food processing, underground fuel transfer, compressed natural gas applications and in a number of other industrial product and equipment applications. The largest percentage of fluid management systems are sold to automotive and industrial customers.

The following table sets forth revenues for 2005, 2004 and 2003 by significant product category for the Commercial Segment.

	<u>2005</u>	<u>2004</u>	<u>2003</u>
	(Dollars in thousands)		
Driver Controls	\$ 554,707	\$ 570,410	\$ 530,499
Motion Controls	\$ 283,698	\$ 264,653	\$ 222,566
Power and Vehicle Management Systems	\$ 222,951	\$ 238,838	\$ 222,943

No other product line for the Commercial Segment amounted to more than 10% of consolidated revenues for any period presented.

The following table sets forth the percentage of revenues by end market for 2005 for the Commercial Segment.

Automotive Original Equipment Manufacturers (OEMs)	38%
Marine/ Recreational	19%
Automotive Suppliers	14%
Industrial Equipment and Other	12%
Truck and Bus	6%
Mobile Power Equipment	4%
Heavy Lift	4%
Agricultural/ Construction	3%

Backlog: As of December 25, 2005, our backlog of firm orders for our Commercial Segment was \$257 million. This compares with \$226 million as of December 26, 2004. Standard Commercial products are typically shipped between two weeks and three months after receipt of order. Therefore, the backlog of such orders is not indicative of probable revenues in any future 12-month period.

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Marketing: The majority of our Commercial Segment products are sold to original equipment manufacturers through a direct sales force of field representatives and technical specialists. We also market our marine products through dealers, distributors and retail outlets serving owners of recreational boats. Our mobile auxiliary power units and climate control units are marketed by our field sales force to dealers and owners of heavy duty trucks and industrial vehicles. Fuel systems and components include custom applications sold directly to military customers and to the automotive aftermarket in Europe.

Medical

Our Medical Segment businesses develop, manufacture and distribute disposable medical products, surgical instruments, medical devices and specialty devices for healthcare providers and medical equipment manufacturers. Our products are largely sold and distributed to hospitals and healthcare providers in a range of clinical settings. These products are provided through business operating units organized around product category, market knowledge, geographical location and technical expertise. Major manufacturing operations are located in North America, Europe and Asia.

Markets for these products are influenced by a number of factors including demographics, utilization and reimbursement patterns in the worldwide healthcare market.

Disposable Medical Products: This is the largest product category in the Medical Segment, representing 61 percent of segment revenues in 2005. Our disposable medical products are generally used in the clinical specialty areas of anesthesia, respiratory care and urology. Anesthesia and respiratory care products include those used in airway management, oxygen administration and therapy, humidification and aerosol therapy. Urology products include: catheters, drain and irrigation supplies. Our products are marketed under the brand names of Rusch, HudsonRCI, Gibeck and Sheridan. The large majority of sales for disposable medical products are made to the hospital/ healthcare provider market with a smaller percentage to the home health market and medical device manufacturers.

Surgical Instruments and Medical Devices: Products in this category represented 31 percent of Medical Segment revenues in 2005. Our surgical instrument and medical device products include: hand-held instruments for general and specialty surgical procedures, devices used in cardiovascular, orthopedic and general surgery and minimally-invasive diagnostic and therapeutic care. We also produce and market a range of ligation and closure products. In addition, we provide instrument management and sterilization services. We market surgical instruments and medical devices under the Deknatel, Pleur-evac, Pilling and Weck brand names.

Specialty Devices: Specialty devices represented 8 percent of Medical Segment revenues in 2005. Products in this category include custom-designed and manufactured specialty instruments for cardiovascular and orthopedic procedures, specialty sutures, microcatheters, introducers and guidewires. We also design and manufacture specialty devices and instruments for industry leading medical device manufacturers and provide them with outsourcing services. Our brands include Beere, KMedic and Deknatel. Specialty devices are generally marketed to medical device manufacturers.

The following table sets forth revenues for 2005, 2004 and 2003 by significant product category for the Medical Segment.

	<u>2005</u>	<u>2004</u>	<u>2003</u>
	(Dollars in thousands)		
Disposable Medical Products	\$ 502,768	\$ 427,888	\$ 282,047
Surgical Instruments and Medical Devices	\$ 261,199	\$ 256,389	\$ 204,474

No other product line for the Medical Segment amounted to more than 10% of consolidated revenues for any period presented.

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The following table sets forth the percentage of revenues by end market for 2005 for the Medical Segment.

Hospitals/ Healthcare Providers	74%
Medical Device Manufacturers	17%
Home Health	9%

Backlog: As of December 25, 2005, our backlog of firm orders for our Medical Segment was \$65 million. This compares with \$65 million as of December 26, 2004. Substantially all of the December 25, 2005 backlog will be filled in 2006. Most of our medical products are sold on orders calling for delivery within a few months. Therefore, the backlog of such orders is not indicative of probable revenues in any future 12-month period.

Marketing: Medical products are sold directly to hospitals, healthcare providers, distributors and to original equipment manufacturers of medical devices through our own sales forces and through independent representatives and independent distributor networks.

Aerospace

Our Aerospace Segment businesses provide repair products and services for flight and ground-based turbine engines; manufacture and distribute precision-machined components; and design, manufacture and market cargo-handling systems. These products require a high degree of engineering sophistication and are often custom-designed. They are provided through business operating units organized by market and technical expertise. Major operations are located in North America, Europe and Asia.

Commercial aviation markets represent the majority percentage of revenues in this segment. Markets for these products are generally influenced by spending patterns in the commercial aviation and military markets.

Repair Products and Services: The largest single product category in the Aerospace Segment, repair products and services represented 49 percent of segment revenues in 2005. This category includes repair technologies and services primarily for critical components of flight turbines, including fan blades and airfoils. We utilize advanced reprofiling and adaptive-machining techniques to improve efficiency of aircraft engine performance and reduce turnaround time for maintenance and repairs. Repair products and services are provided through service locations in North America, Europe and Asia. Our repair products and services business is conducted through a consolidated, but not wholly-owned, subsidiary called Airfoil Technologies International (ATI), whose product line serves many of the industry's leading aircraft engine providers and a range of commercial airlines.

Precision-Machined Components: Products in this category represented 26 percent of Aerospace Segment revenues in 2005. Our precision-machined components include: fan blades, compressor blades, cases, blisks and other components for military and commercial flight turbine engines and a range of custom-designed and manufactured products for industrial markets. The vast majority of our precision-machined components are sold to original equipment manufacturers of aircraft engines and for military applications, with a very small percentage of products sold to industrial markets.

Cargo-handling Systems: Products in this category represented 25 percent of Aerospace Segment revenues in 2005. Our cargo-handling systems include on-board cargo-handling systems for wide-body and narrow-body aircraft, actuators, cargo containers, aftermarket spare parts and repair services. Marketed under the Telair International brand name, our wide-body cargo-handling systems are sold to aircraft original equipment manufacturers or to airlines and air freight carriers as "buyer furnished equipment" for original installations or as retrofits for existing equipment. Our other Telair products in this category include: narrow-body aircraft cargo-loading systems and cargo containers. We also manufacture and repair components for

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our systems and other related aircraft controls, including canopy and door actuators, cargo winches and flight controls.

The following table sets forth revenues for 2005, 2004 and 2003 by significant product category for the Aerospace Segment.

	2005	2004	2003
	(Dollars in thousands)		
Repair Products and Services	\$ 241,532	\$ 234,822	\$ 233,381

No other product line for the Aerospace Segment amounted to more than 10% of consolidated revenues for any period presented.

The following table sets forth the percentage of revenues by end market for 2005 for the Aerospace Segment.

Commercial Aviation	84%
Military	12%
Power Generation and Other	4%

Backlog: As of December 25, 2005, our backlog of firm orders for our Aerospace Segment was \$316 million, of which we expect nearly three-fourths to be filled in 2006. Our backlog for our Aerospace Segment on December 26, 2004 was \$289 million.

Marketing: Generally, products sold to the aerospace market are sold through our own force of field representatives.

Discontinued Operations

During the third quarter of 2005, we completed the sale of our automotive pedal systems business and sold a European medical product sterilization business. During the second quarter of 2005, we adopted a plan to sell a small medical business and we are actively marketing this business. During the first quarter of 2005, we completed the sale of Sermatech International, a surface-engineering/specialty coatings business. For 2005 and comparable periods, the automotive pedal systems business, the European medical product sterilization business, the small medical business and Sermatech business have been presented in our consolidated financial statements as discontinued operations. The Sermatech business was previously reported as part of our Aerospace Segment. For a more complete discussion, see Note 15 to our consolidated financial statements included in this Annual Report on Form 10-K.

Government Regulation

Government agencies in a number of countries regulate our products and the products sold by our customers utilizing our products. The U.S. Food and Drug Administration and government agencies in other countries regulate the approval, manufacturing and sale and marketing of many of our healthcare products. The U.S. Federal Aviation Administration and the European Aviation Safety Agency regulate the manufacturing and sale of some of our aerospace products and license the operation of our repair stations. The National Highway Traffic Safety Administration regulates the manufacturing and sale of numerous of our automotive products.

Competition

Given the range and diversity of our products and markets, no one competitor offers competitive products for all the markets and customers that we serve. In general, all of our segments and product lines face significant competition from competitors of varying sizes, although the number of competitors in each market tends to be limited. We believe that our competitive position depends on the technical competence

and creative ability of our engineering personnel, the know-how and skill of our manufacturing personnel and the strength and scope of our sales, service and distribution networks.

Patents and Trademarks

We own a portfolio of patents, patents pending and trademarks. We also license various patents and trademarks. Patents for individual products extend for varying periods according to the date of patent filing or grant and the legal term of patents in the various countries where patent protection is obtained. Trademark rights may potentially extend for longer periods of time and are dependent upon national laws and use of the marks. All capitalized product names throughout this document are trademarks owned by, or licensed to, us or our subsidiaries. Although these have been of value and are expected to continue to be of value in the future, we do not consider any single patent or trademark, except for the Teleflex brand, to be material to the operation of our business.

Suppliers and Materials

Materials used in the manufacture of our products are purchased from a large number of suppliers in diverse geographic locations. We are not dependent on any single supplier for a substantial amount of the materials used or components supplied for our overall operations. Most of the materials and components we use are available from multiple sources and where practical, we attempt to identify alternative suppliers. Volatility in commodity markets, particularly steel and plastic resins, can have a significant impact on the cost of producing certain of our products. We cannot be assured of successfully passing these cost increases through to all of our customers, particularly OEMs.

Seasonality

A portion of our revenues, particularly in the Commercial and Medical segments, are subject to seasonal fluctuations. Revenues in the automotive and industrial markets are generally reduced in the third quarter of each year as a result of preparations by OEM manufacturers for the upcoming model year. In addition, marine aftermarket revenues generally increase in the second quarter as boat owners prepare their watercraft for the upcoming season. Incidence of flu and other disease patterns as well as the frequency of elective medical procedures affect revenues related to disposable medical products.

Employees

We employed approximately 20,400 full-time and temporary employees at December 25, 2005. Of these employees, approximately 8,100 were employed in the United States and 12,300 in countries outside of the United States. Less than 10 percent of our employees in the United States were covered by union contracts. We have government-mandated collective-bargaining arrangements or union contracts that cover employees in other countries. We believe we have good relationships with our employees.

Investor Information

We are subject to the informational requirements of the Securities Exchange Act of 1934. Therefore, we file reports and information, proxy statements and other information with the Securities and Exchange Commission. Such reports, proxy and information statements and other information may be obtained by visiting the Public Reference Room of the SEC at 100 F Street, NE, Washington, DC 20549 or by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an Internet site (<http://www.sec.gov>) that contains reports, proxy and information statements and other information regarding issuers that file electronically.

You can access financial and other information in the Investors section of our Web site. The address is www.teleflex.com. We make available through our Web site, free of charge, copies of our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports

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filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after filing such material electronically or otherwise furnishing it to the SEC. The information on the Web site listed above is not and should not be considered part of this Annual Report on Form 10-K and is intended to be an inactive textual reference only.

We are a Delaware corporation organized in 1943. Our executive offices are located at 155 South Limerick Road, Limerick, PA 19468. Our telephone number is (610) 948-5100.

EXECUTIVE OFFICERS

The names and ages of all of our executive officers as of February 21, 2006 and the positions and offices held by each such officer are as follows:

Name	Age	Positions and Offices with Company
Lennox K. Black	75	Chairman of the Board
John J. Sickler	63	Vice Chairman
Jeffrey P. Black	46	President, Chief Executive Officer and Director
Clark D. Handy	49	Executive Vice President — Human Resources
Martin S. Headley	49	Executive Vice President and Chief Financial Officer
Laurence G. Miller	51	Senior Vice President, General Counsel and Secretary
Kevin K. Gordon	43	Senior Vice President —Corporate Development
Vince Northfield	42	President — Commercial
Forrest Whittaker	56	President — Medical
John Suddarth	46	President — Aerospace

Mr. Lennox K. Black has been Chairman of the Board since April 1983. From January 2000 until May 2002, he was also Chief Executive Officer. Lennox K. Black is the father of Mr. Jeffrey P. Black.

Mr. Sickler has been Vice Chairman since December 2000. From December 2003 until August 2004, he was Interim Chief Financial Officer. Prior to December 2000 he was a Senior Vice President.

Mr. Jeffrey P. Black has been Chief Executive Officer since May 2002 and President since December 2000. He has been a Director since November 2002. Mr. Jeffrey P. Black was President of the Teleflex Industrial Group from July 2000 to December 2000 and President of Teleflex Fluid Systems from January 1999 to July 2000.

Mr. Handy has been Executive Vice President—Human Resources since April 2003. He was Vice President of Human Resources for the Research and Development division of Wyeth, an international provider of pharmaceuticals, consumer healthcare products, and animal healthcare products, from August 2000 to April 2003, and from November 1998 until August 2000 he was Vice President of Human Resources for the Supply Chain division of Wyeth.

Mr. Headley has been Executive Vice President and Chief Financial Officer since August 2004. From July 1996 until August 2004, he was Vice President and Chief Financial Officer of Roper Industries, Inc., a diversified industrial company that designs, manufactures and distributes engineered products and solutions for global niche markets. From July 1993 to June 1996, Mr. Headley served as Chief Financial Officer of the U.S. operations of McKechnie Group, plc, a manufacturer of components and assemblies for a variety of industries.

Mr. Miller has been Senior Vice President, General Counsel and Secretary since November 2004, following a 20-year career with Aramark Corporation. From November 2001 until November 2004, he was Senior Vice President and Associate General Counsel for Food & Support Services division of Aramark, a diversified management services company providing food, refreshment, facility and other support services for a variety

of organizations. From June 1994 until November 2001, Mr. Miller was Senior Vice President and General Counsel for Aramark Uniform Services.

Mr. Gordon has been Senior Vice President –Corporate Development since June 2005. From December 2000 to June 2005, Mr. Gordon was Vice President –Corporate Development. Prior to December 2000, Mr. Gordon was Director of Business Development.

Mr. Northfield has been the President of Teleflex Commercial since June 2005. From 2004 to 2005, Mr. Northfield was the President of Teleflex Automotive and the Vice President of Strategic Development. Mr. Northfield held the position of Vice President of Strategic Development from 2001 to 2004. Prior to 2001, Mr. Northfield was Vice President and General Manager of North American operations of Morse Controls, a manufacturer of performance and control systems and aftermarket parts for marine and industrial applications, which was acquired by Teleflex in 2001.

Mr. Whittaker has been the President of Teleflex Medical since April 2003. Prior to joining Teleflex, Mr. Whittaker was the President of the Respiratory Division of Tyco Healthcare, a company engaged in the manufacture, distribution and servicing of medical devices.

Mr. Suddarth has been the President of Teleflex Aerospace since July 2004. From 2003 to 2004, Mr. Suddarth was the President of Techsonic Industries Inc., a subsidiary of Teleflex that manufactured underwater sonar and video viewing equipment which was divested in 2004. Mr. Suddarth was the Chief Operating Officer of AMF Bowling Products, Inc., a bowling equipment manufacturer, from 2001 to 2003. Prior to 2001, Mr. Suddarth was President of Morse Controls, a manufacturer of performance and control systems and aftermarket parts for marine and industrial applications, which was acquired by Teleflex in 2001.

Our officers are elected annually by the Board of Directors at the first meeting of the Board held after our annual stockholders meeting. Each officer serves at the pleasure of the Board until their respective successors have been elected.

ITEM 1A. RISK FACTORS

Our business is subject to certain risks that could adversely affect our business, financial condition and results of operations. These risks include, but are not limited to, the following:

The costs associated with our restructuring and divestiture program may be greater than expected.

We are engaged in a restructuring and divestiture program, which requires management to utilize significant estimates related to realizable values of assets made redundant or obsolete and expenses for severance and other employee separation costs, lease cancellation and other exit costs. Although the program is substantially completed, actual results could differ materially from those estimated due to, among other things: inability to sell businesses at prices, or within time-periods, anticipated by management; unanticipated expenditures in connection with the effectuation of the program; costs and length of time required to comply with legal requirements applicable to certain aspects of the program; inability to realize anticipated cost savings; and unanticipated difficulties in connection with consolidation of manufacturing and administrative functions.

Many of the industries in which we operate are cyclical, and, accordingly, our business is subject to changes in the economy.

Although the diversified nature of our business reduces the risk that all of our operations would experience simultaneous cyclical downturns, many of the businesses which we operate are subject to specific industry and general economic cycles, most acutely in the automotive, marine, aerospace and transportation industries. Accordingly, any downturn in these or other markets in which we participate could materially adversely affect us. Moreover, if demand changes and we fail to respond accordingly, our results of operations could be materially adversely affected in any given quarter.

We are subject to risks associated with our non-U.S. operations.

Although no material concentration of our manufacturing operations exists in any single country, we have significant manufacturing operations outside the United States, including entities that are not wholly-owned and other alliances. As of December 25, 2005, approximately 42% of our total assets and 55% of our total revenues were attributable to products distributed from our operations outside the U.S. Our international operations are subject to varying degrees of risk inherent in doing business outside the U.S., including:

- exchange controls and currency restrictions;
- trade protection measures and import or export requirements;
- subsidies or increased access to capital for firms who are currently or may emerge as competitors in countries in which we have operations;
- potentially negative consequences from changes in tax laws;
- differing labor regulations;
- differing protection of intellectual property; and
- unsettled political conditions and possible terrorist attacks against American interests.

These and other factors may have a material adverse effect on our international operations or on our business, results of operations and financial condition.

Our products are typically integrated into other manufacturers' products. As a result changes in demand for our customers' products may adversely affect our revenues on short notice.

Many of our customers in the Commercial and Aerospace segments, including OEMs, integrate our products into products our customers sell. Our customers also generally have no obligation to purchase any minimum quantity of product from us and may terminate our arrangement on short notice, typically 30 to 90 days, sometimes less. Our reported backlog may not be realized as revenues. Revenues could materially decline if these customers experience a reduction in demand for their products or cancel a significant number of contracts and we cannot replace them with similar arrangements.

Customers in our Medical Segment depend on third party reimbursement.

Demand for some of our medical products is impacted by the reimbursement to our customers of patients' medical expenses by government healthcare programs and private health insurers in the countries where we do business. Internationally, medical reimbursement systems vary significantly, with medical centers in some countries having fixed budgets, regardless of the level of patient treatment. Other countries require application for, and approval of, government or third party reimbursement. Without both favorable coverage determinations by, and the financial support of, government and third party insurers, the market for some of our medical products could be impacted.

We cannot be sure that third party payors will maintain the current level of reimbursement to our customers for use of our existing products. Adverse coverage determinations or any reduction in the amount of this reimbursement could harm our business. In addition, through their purchasing power, these payors often seek discounts, price reductions or other incentives from medical products suppliers. Uncertainties regarding future healthcare policy, legislation and regulations, as well as private market practices, could affect our ability to sell our products in commercially acceptable quantities at profitable prices.

Foreign currency exchange rate, commodity price and interest rate fluctuations may adversely affect our results.

We are exposed to a variety of market risks, including the effects of changes in foreign currency exchange rates, commodity prices and interest rates. We expect revenue from products manufactured in, and sold into, non-U.S. markets to continue to represent a significant portion of our net revenue. Our consoli-

dated financial statements reflect translation of items denominated in non-U.S. currencies to U.S. dollars, our reporting currency. When the U.S. dollar strengthens or weakens in relation to the foreign currencies of the countries where we sell or manufacture our products, such as the euro, our U.S. dollar-reported revenue and income will fluctuate. Although we maintain a currency hedging program to reduce the effects of this fluctuation, changes in the relative values of currencies occur from time to time and may, in some instances, have a significant effect on our results of operations.

Many of our products have significant steel and plastic resin content. We also use quantities of other commodities, including copper and zinc. We monitor these exposures as an integral part of our overall risk management program. However, volatility in the prices of these commodities could increase the costs of our products and services. We may not be able to pass on these costs to our customers and this could have a material adverse effect on our results of operations and cash flows.

We depend on our ability to develop new products.

The future success of our business will depend, in part, on our ability to design and manufacture new competitive products and to enhance existing products, including developing electronic technology to replace or improve upon mechanical technology. This product development may require substantial investment by us. There can be no assurance that unforeseen problems will not occur with respect to the development, performance or market acceptance of new technologies or products, such as the inability to:

- identify viable new products;
- obtain adequate intellectual property protection;
- gain market acceptance of new products; or
- successfully obtain regulatory approvals.

Moreover, we may not otherwise be able to successfully develop and market new products. Our failure to successfully develop and market new products could reduce our margins, which would have an adverse effect on our business, financial condition and results of operations.

Our technology is important to our success and our failure to protect this technology could put us at a competitive disadvantage.

Because many of our products rely on proprietary technology, we believe that the development and protection of these intellectual property rights is important to the future success of our business. In addition to relying on patent, trademark and copyright rights, we rely on unpatented proprietary know-how and trade secrets, and employ various methods, including confidentiality agreements with employees, to protect our know-how and trade secrets. Despite our efforts to protect proprietary rights, unauthorized parties or competitors may copy or otherwise obtain and use these products or technology. The steps we have taken may not prevent unauthorized use of this technology, particularly in foreign countries where the laws may not protect our proprietary rights as fully as in the U.S., and there can be no assurance that others will not independently develop the know-how and trade secrets or develop better technology than us or that current and former employees, contractors and other parties will not breach confidentiality agreements, misappropriate proprietary information and copy or otherwise obtain and use our information and proprietary technology without authorization or otherwise infringe on our intellectual property rights.

We are subject to a variety of litigation in the course of our business that could cause a material adverse effect on our results of operations and financial condition.

We are a party to various lawsuits and claims arising in the normal course of business. These lawsuits and claims include actions involving product liability, contracts, intellectual property, employment and environmental matters. The defense of these lawsuits may divert our management's attention, and we may incur significant expenses in defending these lawsuits. In addition, we may be required to pay damage awards or

settlements, or become subject to injunctions or other equitable remedies, that could cause a material adverse effect on our financial condition and results of operations.

The outcome of these legal proceedings may differ from our expectations because the outcomes of litigation, including regulatory matters, are often difficult to reliably predict.

We may incur material losses and costs as a result of product liability and warranty and recall claims that may be brought against us.

We may be exposed to product liability and warranty claims in the event that our products actually or allegedly fail to perform as expected or the use of our products results, or is alleged to result, in bodily injury and/or property damage. Accordingly, we could experience material warranty or product liability losses in the future and incur significant costs to defend these claims. In addition, if any of our products are, or are alleged to be, defective, we may be required to participate in a recall of that product if the defect or the alleged defect relates to safety. Product liability, warranty and recall costs may have a material adverse effect on our financial condition and results of operations.

Much of our business is subject to extensive regulation and/or oversight by the government and failure to comply with those regulations could have a material adverse effect on our results of operations and financial condition.

Numerous national and local government agencies in a number of countries regulate our products and the products sold by our customers incorporating our products. The National Highway Traffic Safety Administration regulates the manufacturing and sale of many of our automotive products. The U.S. Food and Drug Administration regulates the approval, manufacturing and sale and marketing of many of our medical products. The U.S. Federal Aviation Administration and the European Aviation Safety Agency regulate the manufacturing and sale of some of our aerospace products and licenses the operation of our repair stations. Failure to comply with applicable regulations and quality assurance guidelines could lead to temporary manufacturing shutdowns, product shortages or delays in product manufacturing.

We are also subject to numerous foreign, federal, state and local environmental protection and health and safety laws governing, among other things:

- the generation, storage, use and transportation of hazardous materials;
- emissions or discharges of substances into the environment; and
- the health and safety of our employees.

These laws and government regulations are complex, change frequently and have tended to become more stringent over time. We cannot provide assurance that our costs of complying with current or future environmental protection and health and safety laws, or our liabilities arising from past or future releases of, or exposures to, hazardous substances will not exceed our estimates or adversely affect our financial condition and results of operations or that we will not be subject to additional environmental claims for personal injury or cleanup in the future based on our past, present or future business activities.

There is the possibility that acquisitions and strategic alliances may not meet revenue and/or profit expectations.

As part of our strategy for growth, we have made and may continue to make acquisitions and divestitures and enter into strategic alliances. However, there can be no assurance that these will be completed or beneficial to us. We may not be able to identify suitable acquisition candidates, complete acquisitions or integrate acquisitions successfully. Acquisitions involve numerous risks, including difficulties in the integration of the operations, technologies, services and products of the acquired companies and the diversion of management's attention from other business concerns. Although our management will endeavor to evaluate the risks inherent in any particular transaction, there can be no assurance that we will properly ascertain all

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such risks. In addition, prior acquisitions have resulted, and future acquisitions could result, in the incurrence of substantial additional indebtedness and other expenses. Future acquisitions may also result in potentially dilutive issuances of equity securities. There can be no assurance that difficulties encountered with acquisitions will not have a material adverse effect on our business, financial condition and results of operations.

Our workforce covered by collective bargaining and similar agreements could cause interruptions in our provision of services.

Approximately 15% of manufacturing revenues are produced by operations for which a significant part of our workforce is covered by collective bargaining agreements and similar agreements in foreign jurisdictions. It is likely that a significant portion of our workforce will remain covered by collective bargaining and similar agreements for the foreseeable future. Strikes or work stoppages could occur that would adversely impact our relationships with our customers and our ability to conduct our business.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our operations have approximately 168 owned and leased properties consisting of plants, engineering and research centers, distribution warehouses, offices and other facilities. The properties are maintained in good operating condition and are suitable for their intended use. All the plants have space available for the activities currently conducted therein and expected in the next several years.

Our major facilities are as follows:

Location	Square Footage	Owned or Leased
<u>Commercial Segment</u>		
Shanghai, P.R. China	243,000	Leased
Dassel, Germany	213,000	Owned
Vrable, Slovakia	177,000	Leased
Richmond, Canada	168,000	Leased
Litchfield, IL	164,000	Owned
Chongqing, P.R. China	149,000	Leased
Houston, TX	147,000	Owned
Nuevo Laredo, Mexico	143,000	Leased
Van Wert, OH	130,000	Owned
Cluses Cedex, France	120,000	Owned
Singapore, Asia	117,000	Owned
Kitchener, Canada	111,000	Owned
Shanghai, P.R. China	106,000	Owned
Basildon, England	102,000	Leased
Matamoros, Mexico	102,000	Leased
Haysville, KS	100,000	Leased
Hagerstown, MD	99,000	Owned
Limerick, PA	98,000	Owned
Suffield, CT	90,000	Leased
Heiligenhaus, Germany	87,000	Owned
Gorinchem, Netherlands	87,000	Leased

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Location	Square Footage	Owned or Leased
Sarasota, FL	83,000	Owned
Willis, TX	80,000	Owned
Laredo, TX	78,000	Leased
Quebec, Canada	76,000	Leased
Milton Keynes, England	66,000	Owned
Epila, Spain	63,000	Owned
Enschede, Netherlands	54,000	Owned
Clearwater, FL	53,000	Leased
Siofok, Hungary	50,000	Leased
<u>Medical Segment</u>		
Haslet, TX	368,000	Leased
Nuevo Laredo, Mexico	276,000	Leased
Kernen, Germany	206,000	Owned
Durham, NC	199,000	Leased
Perak, West Malaysia	181,000	Owned
Durham, NC	145,000	Owned
Kernan, Germany	123,000	Leased
Tecate, Mexico	97,000	Leased
Arlington Heights, IL	86,000	Leased
Kenosha, WI	67,000	Owned
Montevideo, Uruguay	64,000	Owned
Jaffrey, NH	62,000	Owned
Betschdorf, France	60,000	Owned
Bad Liebenzell, Germany	51,000	Leased
Kuala Lumpur, Malaysia	50,000	Leased
<u>Aerospace Segment</u>		
Cincinnati, OH	204,000	Leased
Simi Valley, CA	122,000	Leased
Muncie, IN	105,000	Leased
Singapore, Asia	104,000	Owned
Miesbach, Germany	101,000	Leased
Mentor, OH	90,000	Leased
Ripley, England	77,000	Leased
Compton, CA	50,000	Leased

In addition to the above, we own or lease approximately 1,385,000 square feet of warehousing, manufacturing and office space located in the United States, Canada, Mexico, South America, Europe, Australia and Asia. We also own or lease certain properties that are no longer being used in our operations. We are actively marketing these owned properties and seeking to sublease these leased properties. At December 25, 2005, the owned properties were classified as held for sale.

ITEM 3. LEGAL PROCEEDINGS

We are a party to various lawsuits and claims arising in the normal course of business. These lawsuits and claims include actions involving product liability, intellectual property, employment and environmental

matters. Based on information currently available, advice of counsel, established reserves and other resources, we do not believe that any such actions are likely to be, individually or in the aggregate, material to our business, financial condition, results of operations or liquidity. However, in the event of unexpected further developments, it is possible that the ultimate resolution of these matters, or other similar matters, if unfavorable, may be materially adverse to our business, financial condition, results of operations or liquidity.

In February 2004, a jury verdict of \$34.8 million was rendered against one of our subsidiaries in a trademark infringement action. In February 2005, the trial judge entered an order rejecting the jury award in its entirety. Both parties have filed notice to appeal on various grounds. While we cannot predict the outcome of the appeals, we will continue to vigorously contest this litigation.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of our stockholders during the quarter ended December 25, 2005.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is listed on the New York Stock Exchange, Inc. (symbol "TFX"). Our quarterly high and low stock prices and dividends for 2005 and 2004 are shown below.

Price Range and Dividends of Common Stock

2005	High	Low	Dividends
First Quarter	\$ 52.85	\$ 48.24	\$ 0.22
Second Quarter	\$ 59.85	\$ 49.41	\$ 0.25
Third Quarter	\$ 71.58	\$ 56.97	\$ 0.25
Fourth Quarter	\$ 71.99	\$ 64.08	\$ 0.25
2004	High	Low	Dividends
First Quarter	\$ 54.93	\$ 47.42	\$ 0.20
Second Quarter	\$ 50.95	\$ 43.97	\$ 0.22
Third Quarter	\$ 50.36	\$ 40.37	\$ 0.22
Fourth Quarter	\$ 52.30	\$ 40.84	\$ 0.22

Various senior and term note agreements provide for the maintenance of certain financial ratios and limit the repurchase of our stock and payment of cash dividends. Under the most restrictive of these provisions, \$213 million of retained earnings was available for dividends and stock repurchases at December 25, 2005. On February 22, 2006, the Board of Directors declared a quarterly dividend of \$0.25 per share on our common stock, which was paid on March 15, 2006 to holders of record on March 6, 2006. As of March 6, 2006, we had approximately 1,005 holders of record of our common stock.

On July 25, 2005, our Board of Directors authorized the repurchase of up to \$140 million of outstanding Teleflex common stock over twelve months ending July 2006. Under the approved plan, we repurchased 690,100 shares on the open market during 2005 for an aggregate purchase price of \$46.5 million. The

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following table sets forth certain information regarding our repurchases of our equity securities on the open market during the fourth quarter of 2005:

	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
September 26, 2005 –October 30, 2005	—	\$ —	—	\$ 100,737,000
October 31, 2005 –November 27, 2005	48,600	\$ 65.99	48,600	\$ 97,529,000
November 28, 2005 –December 25, 2005	61,300	\$ 66.02	61,300	\$ 93,482,000
	<u>109,900</u>	<u>\$ 66.01</u>	<u>109,900</u>	<u>\$ 93,482,000</u>

ITEM 6. SELECTED FINANCIAL DATA

	2005	2004	2003	2002	2001
(Dollars in thousands, except per share)					
Statement of Income Data:					
Revenues ⁽²⁾	\$ 2,514,552	\$ 2,390,411	\$ 2,060,896	\$ 1,849,897	\$ 1,687,743
Income from continuing operations before interest, taxes and minority interest	\$ 248,068	\$ 134,256	\$ 199,690	\$ 209,012	\$ 205,138
Income from continuing operations	\$ 139,772	\$ 65,124	\$ 115,551	\$ 122,431	\$ 113,400
Per Share Data:					
Income from continuing operations — basic	\$ 3.45	\$ 1.62	\$ 2.92	\$ 3.12	\$ 2.93
Income from continuing operations — diluted	\$ 3.41	\$ 1.61	\$ 2.89	\$ 3.08	\$ 2.89
Cash dividends	\$ 0.97	\$ 0.86	\$ 0.78	\$ 0.71	\$ 0.66
Balance Sheet Data:					
Total assets	\$ 2,506,385	\$ 2,691,734	\$ 2,144,745	\$ 1,844,496	\$ 1,654,840
Long-term borrowings, less current portion ⁽²⁾	\$ 505,272	\$ 685,912	\$ 229,634	\$ 240,038	\$ 227,271
Shareholders' equity	\$ 1,142,074	\$ 1,109,733	\$ 1,062,302	\$ 912,281	\$ 778,143
Statement of Cash Flows Data:					
Net cash provided by operating activities from continuing operations	\$ 335,892	\$ 254,795	\$ 225,696	\$ 193,000	\$ 183,253
Free cash flow ⁽³⁾	\$ 226,721	\$ 167,282	\$ 118,517	\$ 93,131	\$ 74,094

(1) Certain reclassifications have been made to the prior years' selected financial data to conform to current year presentation. Certain financial information is presented on a rounded basis, which may cause minor differences.

(2) Amounts exclude the impact of certain businesses sold or discontinued, which have been presented in our consolidated financial results as discontinued operations.

(3) Free cash flow may be considered a non-GAAP financial measure. Regulation G, “Conditions for Use of Non-GAAP Financial Measures,” and other provisions of the Securities Exchange Act of 1934 (“1934 Act”) define and prescribe the conditions for use of certain non-GAAP financial information. We use this non-GAAP financial measure for internal managerial purposes, when publicly providing guidance on possible future results, and as a means to evaluate period-to-period comparisons. This non-GAAP financial measure is used in addition to and in conjunction with results presented in accordance with GAAP. This non-GAAP financial measure should not be relied upon to the exclusion of GAAP financial measures. This non-GAAP financial measure reflects an additional way of viewing an aspect of our operations that, when viewed with our GAAP results and the accompanying reconciliation to the corresponding GAAP financial measure, provides a more complete understanding of factors and trends affecting our business. Management strongly encourages investors to review our financial statements and publicly-filed reports in their entirety and to not rely on any single financial measure. The following is a reconciliation of this non-GAAP financial measure to the nearest GAAP measure as required under Securities and Exchange Commission rules.

	2005	2004	2003	2002	2001
	(Dollars in thousands)				
Free cash flow	\$ 226,721	\$ 167,282	\$ 118,517	\$ 93,131	\$ 74,094
Capital expenditures	69,851	52,938	76,298	72,008	83,573
Dividends	39,320	34,575	30,881	27,861	25,586
Net cash provided by operating activities from continuing operations	<u>\$ 335,892</u>	<u>\$ 254,795</u>	<u>\$ 225,696</u>	<u>\$ 193,000</u>	<u>\$ 183,253</u>

ITEM 7. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

We are focused on achieving consistent and sustainable growth through the continued development of our core businesses and carefully selected acquisitions. Our internal growth initiatives include the development of new products, moving existing products into market adjacencies in which we already participate with other products and the expansion of market share. Our core revenue growth in 2005 as compared to 2004, excluding the impacts of currency, acquisitions and divestitures, was 5%. During the first six months of 2005, our results were benefited by the contribution from the third quarter 2004 acquisition of Hudson Respiratory Care Inc., or HudsonRCI, a leading provider of disposable medical products for respiratory care and anesthesia. Further in 2005, we acquired a small repair products and services business in the Aerospace Segment for \$8.0 million.

During 2004, we commenced a portfolio review program that resulted in the sale of a number of non-core businesses and product lines in 2005:

Date	Business or Product Line Sold	Segment	Gross Proceeds	Pre-tax Gain/ (Loss) On Sale
(Dollars in millions)				
October 2005	Medical product line	Medical	\$ 10.3	\$ 9.0
August 2005	European medical product sterilization business	Medical	\$ 7.9	\$ 2.1
August 2005	Automotive pedal systems business	Commercial	\$ 7.5	\$ (1.7)
February 2005	Sermatech International —a surface engineering/specialty coatings business	Aerospace	\$ 79.9	\$ 34.4

In January and February 2005, we also completed the sale of two small product lines in our Medical Segment and an industrial cables business in our Commercial Segment. During the second quarter of 2005, we adopted a plan to sell a small medical business. We are actively marketing this business and recognized a loss of \$4.6 million in 2005 based upon the excess of the carrying value of the business as compared to the estimated fair value of the business less costs to sell. Additionally, we recognized a \$20.9 million reduction in the carrying value of the automotive pedal systems business during 2005. For 2005 and comparable periods, the automotive pedal systems business, the European medical product sterilization business, the small medical business and Sermatech business have been presented in our consolidated financial statements as discontinued operations.

During the fourth quarter of 2004, we announced and commenced implementation of our restructuring and divestiture program designed to improve future operating performance and position us for future earnings growth. The planned restructuring actions have included exiting or divesting of non-core or low performing businesses, consolidating manufacturing operations and reorganizing administrative functions to enable businesses to share services. The charges associated with the restructuring program for continuing operations that are included in restructuring costs during 2005 totaled \$27.1 million, of which 13%, 76% and 11% were attributable to our Commercial, Medical and Aerospace segments, respectively.

On July 25, 2005, our Board of Directors authorized the repurchase of up to \$140 million of outstanding Teleflex common stock over twelve months ending July 2006. Under the approved plan, we repurchased 0.7 million shares on the open market during 2005 for an aggregate purchase price of \$46.5 million.

During the fourth quarter of 2004, we eliminated the one-month lag for certain of our foreign operations to coincide with the timing of reporting for all of our other operations. As a result, our consolidated results for 2004 include the results of those operations for the month of December 2003 and the entire twelve months of 2004, whereas our consolidated results for 2003 include the results of those operations for the month of December 2002 and the first eleven months of 2003 and our consolidated results for 2005 include the results of those operations for the entire twelve months of 2005. This change increased our consolidated revenues for 2004 by \$16.9 million and reduced our consolidated income from continuing operations before taxes and minority interest for 2004 by \$1.1 million.

On October 22, 2004 the American Jobs Creation Act, or AJCA, was signed into law. The AJCA includes a deduction of 85% of certain foreign earnings that are repatriated, as defined in the AJCA. The deduction is subject to a number of limitations and complexities, and during the past nine months, we have been analyzing the previous guidance provided by the Treasury Department and the potential impact of applying the repatriation provision to unremitted foreign earnings held by our various controlled foreign corporations. During the fourth quarter 2005, management completed its analysis of the impact of the AJCA and finalized and executed a repatriation plan. Under this plan, we repatriated \$304 million of dividends during November and December 2005. Accordingly, we recorded a tax expense of approximately \$8.3 million during the fourth quarter of 2005 as a result of this repatriation. This tax expense was offset by a tax benefit of approximately \$14.1 million related to excess foreign tax credits generated in connection with this repatriation. Management obtained the requisite corporate officer and Board of Directors approvals of the domestic reinvestment plan within the timeframe specified.

Critical Accounting Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and assumptions.

We have identified the following as critical accounting estimates, which are defined as those that are reflective of significant judgments and uncertainties, are the most pervasive and important to the presenta-

tion of our financial condition and results of operations and could potentially result in materially different results under different assumptions and conditions.

Inventory Utilization

Inventories are valued at the lower of average cost or market. Inherent in this valuation are significant management judgments and estimates concerning excess inventory and obsolescence rates. Based upon these judgments and estimates, we record a reserve to adjust the carrying amount of our inventories. We regularly compare inventory quantities on hand against historical usage or forecasts related to specific items in order to evaluate obsolescence and excessive quantities. In assessing historical usage, we also qualitatively assess business trends to evaluate the reasonableness of using historical information as an estimate of future usage. Our inventory reserve was \$44.6 million and \$61.3 million at December 25, 2005 and December 26, 2004, respectively. Dispositions and currency fluctuations accounted for the majority of this decline.

Accounting for Long-Lived Assets

The ability to realize long-lived assets is evaluated periodically as events or circumstances indicate a possible inability to recover their carrying amount. Such evaluation is based on various analyses, including undiscounted cash flow and profitability projections that incorporate, as applicable, the impact on the existing business. The analyses necessarily involve significant management judgment. Any impairment loss, if indicated, is measured as the amount by which the carrying amount of the asset exceeds the estimated fair value of the asset.

Accounting for Goodwill and Other Intangible Assets

In accordance with Statement of Financial Accounting Standards, or SFAS, No. 142, we perform an annual impairment test of our recorded goodwill. In addition, we test our other indefinite-lived intangible assets for impairment. These impairment tests can be significantly altered by estimates of future performance, long-term discount rates and market price valuation multiples. These estimates will likely change over time. Many of our businesses operate in cyclical industries and the valuation of these businesses can be expected to fluctuate as a result of this cyclicity. Goodwill and other intangible assets totaled \$712.0 million and \$745.8 million at December 25, 2005 and December 26, 2004, respectively.

Accounting for Pensions and Other Postretirement Benefits

We provide a range of benefits to eligible employees and retired employees, including pensions and postretirement healthcare. Several statistical and other factors which attempt to anticipate future events are used in calculating the expense and liability related to these plans. These factors include actuarial assumptions about discount rates, expected rates of return on plan assets, compensation increases, turnover rates and healthcare cost trend rates. We review the actuarial assumptions on an annual basis and make modifications to the assumptions based on current rates and trends when appropriate.

Significant differences in our actual experience or significant changes in our assumptions may materially affect our pension and other postretirement obligations and our future expense. A 50 basis point increase in the assumed discount rate would decrease the total net periodic pension and postretirement healthcare expense for 2005 by approximately \$1.1 million and would decrease the projected benefit obligation at December 25, 2005 by approximately \$12.3 million. A 50 basis point decrease in the assumed discount rate would increase these amounts by approximately \$1.1 million and \$13.5 million, respectively. A 50 basis point change in the expected return on plan assets would impact 2005 annual pension expense by approximately \$0.6 million. A 1.0% increase in the assumed healthcare trend rate would increase the 2005 benefit expense by approximately \$0.1 million and would increase the projected benefit obligation by approximately \$2.1 million. A 1.0% decrease in the assumed healthcare trend rate would decrease the 2005 benefit expense

by approximately \$0.1 million and would decrease the projected benefit obligation by approximately \$1.8 million.

Accounting for Restructuring Costs

Restructuring costs, which include termination benefits, contract termination costs, asset impairments and other restructuring costs are recorded at estimated fair value. Key assumptions in calculating the restructuring costs include the terms that may be negotiated to exit certain contractual obligations, the realizable value of certain assets associated with discontinued product lines and the timing of employees leaving the company. The estimated total cost of the restructuring and divestiture actions which commenced in November 2004 is anticipated to be between \$206 million and \$211 million.

Accounting for Allowance for Doubtful Accounts

An allowance for doubtful accounts is maintained for which the collection of the full amount of accounts receivable is doubtful. The allowance is based on our historical experience, the period an account is outstanding, the financial position of the customer and information provided by credit rating services. We review the allowance periodically and adjust it as necessary. Our allowance for doubtful accounts was \$10.1 million and \$11.3 million at December 25, 2005 and December 26, 2004, respectively. The decline is primarily attributable to currency fluctuations.

Product Warranty Liability

Most of our sales are covered by warranty provisions for the repair or replacement of qualifying defective items for a specified period after the time of the sales. We estimate our warranty costs and liability based on a number of factors including historical trends of units sold, the status of existing claims, recall programs and communication with customers. Our estimated product warranty liability was \$14.2 million and \$9.7 million at December 25, 2005 and December 26, 2004, respectively.

Accounting for Income Taxes

Our annual provision for income taxes and determination of the deferred tax assets and liabilities require management to assess uncertainties, make judgments regarding outcomes and utilize estimates. We conduct a broad range of operations around the world, subjecting us to complex tax regulations in numerous international taxing jurisdictions, resulting at times in tax audits, disputes and potentially litigation, the outcome of which is uncertain. Management must make judgments currently about such uncertainties and determine estimates of our tax assets and liabilities. To the extent the final outcome differs, future adjustments to our tax assets and liabilities will be necessary. Our income taxes payable was \$46.2 million and \$23.3 million at December 25, 2005 and December 26, 2004, respectively.

We are also required to assess the realizability of our deferred tax assets, taking into consideration our forecast of future taxable income and available tax planning strategies that could be implemented to realize the deferred tax assets. Based on this assessment, management must evaluate the need for, and amount of, valuation allowances against our deferred tax assets. To the extent facts and circumstances change in the future, adjustments to the valuation allowances may be required.

Accounting Standards Issued Not Yet Adopted

See Note 2 to our consolidated financial statements included in this Annual Report on Form 10-K.

Results of Operations

Discussion of growth from acquisitions reflects the impact of a purchased company up to twelve months beyond the date of acquisition. Activity beyond the initial twelve months is considered core growth. Core growth excludes the impact of translating the results of international subsidiaries at different currency exchange rates from year to year, the impact of eliminating the one-month reporting lag for certain of our foreign operations and the comparable activity of divested companies within the most recent twelve-month period. The following comparisons exclude the impact of certain businesses sold or discontinued, which have been presented in our consolidated financial results as discontinued operations as outlined above.

Comparison of 2005 and 2004

Revenues increased 5% in 2005 to \$2.51 billion from \$2.39 billion in 2004. This increase was due to increases of 5% from core growth and 4% from acquisitions, offset, in part, by decreases of 3% from dispositions and 1% from the impact of eliminating the one-month reporting lag in 2004 for certain of our foreign operations. The Commercial, Medical and Aerospace segments comprised 47%, 33% and 20% of our revenues, respectively.

Materials, labor and other product costs as a percentage of revenues increased to 71.8% in 2005 compared with 71.3% in 2004 due primarily to the impact of duplicate costs and inefficiencies related to the transfer of products between facilities in the Commercial Segment associated with the restructuring program. Selling, engineering and administrative expenses (operating expenses) as a percentage of revenues declined to 17.9% in 2005 compared with 20.4% in 2004 due primarily to the continuing reduction of facilities and supporting infrastructure costs and decreased unallocated corporate expenses relative to higher revenues.

Interest expense increased in 2005 principally from higher acquisition related debt balances in the first half of 2005. Interest income increased in 2005 primarily due to higher average cash balances, related to increased proceeds received from sales of businesses and assets in 2005. The effective income tax rate was 22.99% in 2005 compared with 13.17% in 2004. The higher rate in 2005 was primarily the result of the increase in foreign earnings for businesses located in higher-taxed jurisdictions. Minority interest in consolidated subsidiaries increased \$1.1 million in 2005 due to increased profits from our entities that are not wholly-owned. Net income for 2005 was \$138.8 million, an increase of \$129.3 million from 2004, due primarily to a 60% decrease in restructuring costs and to the gain on the sale of the Sermatech business. Diluted earnings per share increased \$3.15 to \$3.39, and includes the net gain on sales of businesses and assets and the cost of restructuring and discontinued operations.

During the fourth quarter of 2004, we announced and commenced implementation of our restructuring and divestiture program designed to improve future operating performance and position us for future earnings growth. The actions have included exiting or divesting of non-core or low performing businesses, consolidating manufacturing operations and reorganizing administrative functions to enable businesses to share services.

Certain costs associated with our restructuring and divestiture program are not included in restructuring costs. All inventory adjustments that resulted from the restructuring and divestiture program and certain other costs associated with closing out businesses during 2005 and 2004 are included in materials, labor and other product costs and totaled \$2.0 million and \$17.0 million, respectively. The \$2.0 million in costs for 2005 related to our Aerospace Segment. Of the \$17.0 million in costs for 2004, \$4.5 million and \$12.5 million were attributed to our Commercial and Aerospace segments, respectively.

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For 2005 and 2004, the charges, including changes in estimates, associated with the restructuring and divestiture program by segment that are included in restructuring costs were as follows:

2005				
	Commercial	Medical	Aerospace	Total
	(Dollars in thousands)			
Termination benefits	\$ 2,456	\$ 6,492	\$ 517	\$ 9,465
Contract termination costs	(154)	1,184	—	1,030
Asset impairments	156	3,270	1,898	5,324
Other restructuring costs	943	9,694	610	11,247
	<u>\$ 3,401</u>	<u>\$ 20,640</u>	<u>\$ 3,025</u>	<u>\$ 27,066</u>

2004				
	Commercial	Medical	Aerospace	Total
	(Dollars in thousands)			
Termination benefits	\$ 8,407	\$ 6,625	\$ 1,388	\$ 16,420
Contract termination costs	775	—	2,300	3,075
Asset impairments	11,244	3,681	32,662	47,587
Other restructuring costs	390	146	—	536
	<u>\$ 20,816</u>	<u>\$ 10,452</u>	<u>\$ 36,350</u>	<u>\$ 67,618</u>

Termination benefits are comprised of severance-related payments for all employees terminated in connection with the restructuring and divestiture program. Contract termination costs relate primarily to the termination of leases in conjunction with the consolidation of facilities and in 2005 also include a \$0.5 million reduction in the estimated cost associated with a lease termination in conjunction with a consolidation of manufacturing facilities in our Commercial Segment. Asset impairments relate primarily to machinery and equipment associated with the consolidation of manufacturing facilities and in 2004 also relate to goodwill associated with our Industrial Gas Turbine aftermarket services business. Other restructuring costs include expenses primarily related to the consolidation of manufacturing operations and the reorganization of administrative functions.

As of December 25, 2005, we expect to incur the following future restructuring costs in our Medical Segment over the next 2 quarters (dollars in thousands):

Termination benefits	\$ 13,000 - 14,000
Contract termination costs	1,750 - 2,750
Other restructuring costs	2,750 - 5,750
	<u>\$ 17,500 - 22,500</u>

Cost savings from our restructuring and divestiture program were approximately \$53 million in 2005 and we expect cost savings for 2006 to be between \$60 million and \$80 million.

Comparison of 2004 and 2003

Revenues increased 16% in 2004 to \$2.39 billion from \$2.06 billion in 2003. This increase was due to increases of 7% from acquisitions, 6% from core growth, 4% from currency, 1% from the consolidation of variable interest entities and 1% from the impact of eliminating the one-month reporting lag for certain of our foreign operations, offset, in part, by a decrease of 3% from dispositions. The Commercial, Medical and Aerospace segments comprised 50%, 31% and 19% of our revenues, respectively.

Materials, labor and other product costs as a percentage of revenues decreased to 71.3% in 2004 compared to 71.7% in 2003. The decline was due to the disposition of underperforming businesses and a

favorable contribution from the HudsonRCI acquisition. Selling, engineering and administrative expenses (operating expenses) as a percentage of revenues increased to 20.4% in 2004 compared with 18.7% in 2003 due to increases relative to sales in the Commercial and Aerospace segments and higher corporate expenses which were impacted by the costs of compliance with the Sarbanes-Oxley Act of 2002 and costs associated with the resolution of a number of legal matters.

In 2003, we sold an investment, resulting in a pre-tax gain of \$3.1 million, or \$0.05 per share after tax. In 2004, we sold six non-strategic businesses, resulting in a net pre-tax gain of \$2.7 million, or \$0.04 per share.

Interest expense increased in 2004 principally from higher debt outstanding in connection with the HudsonRCI acquisition, net of repayments and lower borrowing costs. The effective income tax rate was 13.17% in 2004 compared with 24.06% in 2003. The lower rate in 2004 was primarily the result of the benefit associated with the restructuring and divestiture program. Minority interest in consolidated subsidiaries increased \$3.1 million in 2004 due to increased profits from our entities that are not wholly-owned. Net income for 2004 was \$9.5 million, a decrease of 91% from 2003. Diluted earnings per share decreased 91% to \$0.24, and includes the cost of restructuring and discontinued operations.

Segment Reviews

The following is a discussion of our segment operating results. Additional information regarding our segments is presented in Note 14 to our consolidated financial statements included in this Annual Report on Form 10-K.

Commercial

Products in the Commercial Segment are manufactured for broad distribution as well as custom fabricated to meet individual customer needs. Consumer spending patterns influence the market trends for products sold to the automotive and marine markets.

Automotive cable and shifter products are manufactured primarily for automotive OEMs. Discussion of marine and industrial product lines below includes the manufacturing and distribution of driver controls, motion controls, power and vehicle management systems and fuel management systems to the automotive supply, marine and industrial markets.

Comparison of 2005 and 2004

Commercial Segment revenues declined 1% in 2005 to \$1.19 billion from \$1.20 billion in 2004. The segment generated an increase of 3% from core growth that was more than offset by a 4% decrease from dispositions. The segment benefited from strength in its industrial OEM markets, the contribution of new driver controls and power and vehicle management system products and increased sales of driver and motion controls to automotive OEM markets. These benefits were more than offset by slower sales of products into marine and recreational markets.

Commercial Segment operating profit declined 23% in 2005 to \$81.1 million from \$105.7 million in 2004. This decline primarily reflects lower volume related contributions from higher margin marine and recreational products, the impact of duplicate costs and inefficiencies related to the transfer of products between two Tier 2 automotive supply facilities, the bankruptcy of an automotive supply customer and the impact of divestitures made in 2004. Operating profit as a percent of revenues declined to 6.8% in 2005 from 8.8% in 2004.

Assets in the Commercial Segment declined \$111.1 million or 12%, primarily due to the impact of currency and business dispositions.

Comparison of 2004 and 2003

Commercial Segment revenues increased 10% in 2004 to \$1.20 billion from \$1.09 billion in 2003. The improvement was due to increases of 8% from core growth, 4% from currency and 3% from acquisitions, offset, in part, by a 5% decrease from dispositions. Revenue from driver control products sold to OEM's increased slightly in 2004 compared to 2003, with increases from currency and core growth mostly offset by a decrease from a disposition. For the remainder of the segment, three-fourths of the revenue improvements were the result of core gains. Favorable currency translation provided a majority of the remaining increase; revenues from acquired entities were equivalent to the impact of dispositions.

Commercial Segment operating profit declined 5% in 2004 to \$105.7 million from \$111.5 million in 2003. Marine and industrial operating profit improved on volume gains which were partially offset by a cancellation of automotive alternative fuel programs in North America, pricing pressure in the automotive supplier market and costs related to a new product launch. Operating profit in the automotive cables and shifters product line declined as a result of pricing pressure and increased raw material costs. Operating profit as a percent of revenues declined to 8.8% in 2004 from 10.2% in 2003.

Assets in the Commercial Segment increased \$31.1 million, as currency and receivable increases in European automotive cable and shifter and United States light-duty cables were tempered by the impact of business dispositions.

Medical

Products in the Medical Segment generally are required to meet exacting standards of performance and have long product life cycles. Economic influences on revenues relate primarily to spending patterns in the worldwide medical devices and hospital supply market.

Comparison of 2005 and 2004

Medical Segment revenues increased 13% in 2005 to \$831.1 million from \$736.4 million in 2004. This increase was due to increases of 13% from acquisitions and 3% from core growth, offset, in part, by decreases of 2% from the impact of eliminating the one-month reporting lag in 2004 for certain of our foreign operations and 1% from dispositions. Medical Segment revenues increased primarily as a result of the increased sale of disposable medical products, particularly related to the third quarter 2004 acquisition of HudsonRCI, a provider of respiratory care products. Sales of surgical instruments and medical devices increased primarily as a result of new product sales and volume increases for specialty devices sold to medical device manufacturers.

Medical Segment operating profit increased 29% in 2005 to \$150.0 million from \$116.7 million in 2004 driven primarily by the HudsonRCI acquisition and significant improvements in the core business as benefits of the restructuring program began to be recognized. Operating profit as a percent of revenues increased to 18.0% in 2005 from 15.8% in 2004.

Assets in the Medical Segment declined \$67.0 million or 6%, primarily due to the impact of currency.

Comparison of 2004 and 2003

Medical Segment revenues increased 40% in 2004 to \$736.4 million from \$525.8 million in 2003. This increase was due to increases of 24% from acquisitions, 6% from core growth, 5% from currency, 3% from the impact of eliminating the one-month reporting lag for certain of our foreign operations and 2% from the consolidation of variable interest entities. In disposable medical products, 59% of the growth came from the HudsonRCI acquisition with currency and core improvement providing a majority of the remaining increase. In surgical instruments and medical devices, the cardiothoracic acquisition in the third quarter of 2003 accounted for over two-thirds of the year-over-year revenue improvement.

Medical Segment operating profit increased 38% in 2004 to \$116.7 million from \$84.7 million in 2003. This increase was driven largely by acquisitions and core volume gains in both the disposable medical products and surgical instruments and medical devices product lines. Operating profit as a percent of revenues declined to 15.8% in 2004 from 16.1% in 2003.

Assets in the Medical Segment increased \$538.9 million or 95% primarily due to the HudsonRCI acquisition.

Aerospace

Products and services in the Aerospace Segment, many of which are proprietary, require a high degree of engineering sophistication and are often custom-designed. Economic influences on these products and services relate primarily to spending patterns in the worldwide aerospace industry and to demand for power generation.

Comparison of 2005 and 2004

Aerospace Segment revenues increased 9% in 2005 to \$493.8 million from \$453.2 million in 2004. Strong core growth in repair products and services and in sales of both narrow-body cargo loading systems and wide-body cargo system conversions, along with an increase due to a small acquisition in 2005, was partially offset by the impact of eliminating the one-month reporting lag in 2004 for certain of our foreign operations and by the phase out of industrial gas turbine aftermarket services.

Aerospace Segment operating profit increased to a profit of \$33.4 million in 2005 from a loss of \$10.5 million in 2004, an improvement of \$43.9 million. Higher volume and improvements in precision-machined components and the cargo systems businesses contributed to the increase as did a reduction in losses resulting from the exit of the industrial gas turbine aftermarket services. Operating profit (loss) as a percent of revenues was 6.8% in 2005 versus (2.3)% in 2004.

Assets in the Aerospace Segment declined \$106.0 million or 27%, due primarily to the impact of the sale of the Sermatech International business.

Comparison of 2004 and 2003

Aerospace Segment revenues increased 2% in 2004 to \$453.2 million from \$445.6 million in 2003. This increase was due to increases of 1% from core growth, 1% from currency and 1% from the impact of eliminating the one-month reporting lag for certain of our foreign operations, offset, in part, by a 1% decrease from dispositions. Core growth was the result of double-digit growth in repair products and services and precision-machined components, which more than compensated for declines in industrial gas turbine, or IGT and cargo-handling systems. Core revenue growth was in part due to increased sales of lower margin offerings.

Aerospace Segment operating profit declined 279% in 2004 to a loss of \$10.5 million from a profit of \$5.9 million in 2003. Operating profit declined due primarily to one-time charges in IGT related to our restructuring and divestiture program, pricing pressures from the aerospace OEMs and aftermarket and higher costs in manufactured components. Operating profit (loss) as a percent of revenues was (2.3)% in 2004 versus 1.3% in 2003.

Assets in the Aerospace Segment declined \$69.9 million or 15% due substantially to the phase-out of the IGT business.

Liquidity and Capital Resources

Operating activities provided net cash of approximately \$335.9 million during 2005. Changes in our operating assets and liabilities during 2005 resulted in a net cash inflow of \$69.7 million. The most significant change was a decrease in accounts receivable, which was primarily due to improved cash collection practices including the sale of certain receivables under a non-recourse securitization program. Our financing activities during 2005 consisted primarily of a reduction in long-term borrowings of \$270.3 million and proceeds from long-term borrowings of \$109.2 million, as a result of improved operating cash flow, the repatriation of foreign earnings, proceeds from the disposition of businesses and lower capital spending. During 2005, we also made payments to minority interest shareholders of \$63.0 million and purchases of treasury stock of \$46.5 million. Our investing activities during 2005 consisted primarily of proceeds from the sale of businesses and assets of \$142.9 million. During 2005, we also had capital expenditures of \$69.9 million. We had net cash used in discontinued operations of \$2.7 million in 2005. See the "Interest Rate Risk" section of Item 7A on page 30 for additional information regarding interest rates and borrowings.

Operating activities provided net cash of approximately \$254.8 million during 2004. Changes in our operating assets and liabilities during 2004 resulted in a net cash inflow of \$25.9 million. The most significant changes were an increase in accounts payable and accrued expenses and a decrease in inventories, offset, in part, by an increase in accounts receivable and a decrease in income taxes payable. The increase in accounts payable and accrued expenses was due primarily to increased accruals associated with the restructuring and divestiture program. The decrease in inventories was the result of our focus on improved working capital management. The increase in accounts receivable was largely a result of increased business levels and the HudsonRCI acquisition. The decrease in income taxes payable was a result of tax deductions associated with the restructuring and divestiture program, for which the cash benefits were received in 2005. Our financing activities during 2004 consisted primarily of the receipt of \$511.6 million in gross proceeds from long-term borrowings, primarily for the acquisition of HudsonRCI. This amount is offset by a decrease in notes payable and current borrowings of \$137.8 million and a reduction in long-term borrowings of \$77.9 million, driven by improved operating cash flow, proceeds from the disposition of businesses and lower year-over-year capital spending. Our investing activities during 2004 consisted primarily of payments for businesses acquired of \$458.5 million. We had net cash provided by discontinued operations of \$7.4 million in 2004.

Operating activities provided net cash of approximately \$225.7 million during 2003. Changes in our operating assets and liabilities during 2003 resulted in a net cash outflow of \$6.3 million. The most significant change was an increase in accounts receivable, offset, in part, by an increase in income taxes payable. Accounts receivable growth was in line with volume improvement as accounts receivable as a percentage of fourth quarter revenues remained flat. Our financing activities during 2003 consisted primarily of a reduction in long-term borrowings of \$37.5 million, offset, in part, by an increase in notes payable and current borrowings of \$35.1 million. During 2003, we also paid \$30.9 million in dividends. Our investing activities during 2003 consisted primarily of payments for businesses acquired of \$85.2 million and capital expenditures of \$76.3 million. We had net cash used in discontinued operations of \$21.1 million in 2003.

We use an accounts receivable securitization program to gain access to enhanced credit markets and reduce financing costs. As currently structured, we sell certain trade receivables on a non-recourse basis to a consolidated special purpose entity, which in turn sells an interest in those receivables to a commercial paper conduit. The conduit issues notes secured by that interest to third party investors. The assets of the special purpose entity are not available to satisfy our obligations.

During the first quarter of 2005, we amended the securitization program agreement. In accordance with the provisions of SFAS No. 140, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities," transfers of assets under the program now qualify as sales of receivables and accordingly, \$40.1 million and \$0 of accounts receivable and the related amounts previously recorded in notes payable were removed from the consolidated balance sheet as of December 25, 2005 and December 26, 2004, respectively.

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On July 25, 2005, our Board of Directors authorized the repurchase of up to \$140 million of outstanding Teleflex common stock over twelve months ending July 2006. Under the approved plan, we repurchased 0.7 million shares on the open market for an aggregate purchase price of \$46.5 million during 2005.

During the fourth quarter of 2005, management completed its analysis of the impact of the AJCA and finalized and executed a foreign earnings repatriation plan. Under this plan, we repatriated \$304 million of dividends during November and December 2005.

The valuation allowance for deferred tax assets of \$32.6 million and \$31.7 million at December 25, 2005 and December 26, 2004, respectively, relates principally to the uncertainty of the utilization of certain deferred tax assets, primarily tax loss and credit carryforwards in various jurisdictions. We believe that we will generate sufficient future taxable income to realize the tax benefits related to the remaining net deferred tax asset. The valuation allowance was calculated in accordance with the provisions of SFAS No. 109, "Accounting for Income Taxes," which requires that a valuation allowance be established and maintained when it is "more likely than not" that all or a portion of deferred tax assets will not be realized.

In addition to the cash generated from operations, we have approximately \$383 million in committed and \$120 million in uncommitted unused lines of credit available. The availability of the lines of credit is dependent upon us maintaining our financial condition including our continued compliance with bank covenants. Various senior and term note agreements provide for the maintenance of certain financial ratios and limit the repurchase of our stock and payment of cash dividends. Under the most restrictive of these provisions, \$213 million of retained earnings was available for dividends and stock repurchases at December 25, 2005.

On February 22, 2006, the Board of Directors declared a quarterly dividend of \$0.25 per share on our common stock, which was paid on March 15, 2006 to holders of record on March 6, 2006. As of March 6, 2006, we had approximately 1,005 holders of record of our common stock.

Fixed rate borrowings comprised 68% of total borrowings at December 25, 2005. Approximately 22% of our total borrowings of \$631 million are denominated in currencies other than the U.S. dollar, principally the euro, which we believe provides a natural hedge against fluctuations in the value of assets outside the United States.

The following table provides our net debt to total capital ratio:

	<u>2005</u>	<u>2004</u>
	(Dollars in thousands)	
Net debt includes:		
Current borrowings	\$ 125,510	\$ 101,856
Long-term borrowings	<u>505,272</u>	<u>685,912</u>
Total debt	630,782	787,768
Less: Cash and cash equivalents	<u>239,536</u>	<u>115,955</u>
Net debt	\$ 391,246	\$ 671,813
Total capital includes:		
Net debt	\$ 391,246	\$ 671,813
Shareholders' equity	<u>1,142,074</u>	<u>1,109,733</u>
Total capital	\$ 1,533,320	\$ 1,781,546
Percent of net debt to total capital	26%	38%

The decline in our percent of net debt to total capital for 2005 as compared to 2004 is primarily due to the receipt of proceeds from the sale of businesses and assets and improved management of working capital.

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We believe that our cash flow from operations and our ability to access additional funds through credit facilities will enable us to fund our operating requirements, capital expenditures and additional acquisition opportunities.

Contractual obligations at December 25, 2005 are as follows:

	<u>Total</u>	<u>Payments due by period</u>			
		<u>Less than 1 year</u>	<u>1-3 years</u>	<u>3-5 years</u>	<u>More than 5 years</u>
		(Dollars in millions)			
Long-term borrowings	\$ 542	\$ 37	\$ 87	\$ 18	\$ 400
Interest obligations	194	35	53	46	60
Operating lease obligations	151	30	46	36	39
Minimum purchase obligations ⁽¹⁾	<u>102</u>	<u>95</u>	<u>6</u>	<u>1</u>	<u>—</u>
Total contractual obligations	\$ 989	\$ 197	\$ 192	\$ 101	\$ 499

(1) Purchase obligations are defined as agreements to purchase goods or services that are enforceable and legally binding and that specify all significant terms, including fixed or minimum quantities to be purchased, fixed, minimum or variable pricing provisions and the approximate timing of the transactions. These obligations relate primarily to material purchase requirements.

We also have obligations with respect to our pension and other postretirement benefit plans. See Note 12 to our consolidated financial statements included in this Annual Report on Form 10-K.

Off Balance Sheet Arrangements

We have residual value guarantees under operating leases for plant and equipment. The maximum potential amount of future payments we could be required to make under these guarantees is approximately \$6.9 million.

We use an accounts receivable securitization program to gain access to enhanced credit markets and reduce financing costs. As currently structured, we sell certain trade receivables on a non-recourse basis to a consolidated special purpose entity, which in turn sells an interest in those receivables to a commercial paper conduit. The conduit issues notes secured by that interest to third party investors. The assets of the special purpose entity are not available to satisfy our obligations.

During the first quarter of 2005, we amended the securitization program agreement. In accordance with the provisions of SFAS No. 140, transfers of assets under the program now qualify as sales of receivables and accordingly, \$40.1 million and \$0 of accounts receivable and the related amounts previously recorded in notes payable were removed from the consolidated balance sheet as of December 25, 2005 and December 26, 2004, respectively.

See also Note 13 to our consolidated financial statements included in this Annual Report on Form 10-K.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market Risk

We are exposed to certain financial risks, specifically fluctuations in market interest rates, foreign currency exchange rates and, to a lesser extent, commodity prices. We use derivative financial instruments to manage or reduce the impact of some of these risks. All instruments are entered into for other than trading purposes. We are also exposed to changes in the market traded price of our common stock as it influences the valuation of stock options and their effect on pro forma earnings as disclosed.

Interest Rate Risk

We are exposed to changes in interest rates as a result of our borrowing activities and our cash balances. Interest rate swaps are used to manage a portion of our interest rate risk. The table below is an analysis of the amortization and related interest rates by year of maturity for our fixed and variable rate debt obligations. Variable interest rates shown below are weighted average rates of the debt portfolio. For the swaps, notional amounts and related interest rates are shown by year of maturity. The fair value of the interest rate swaps as of December 25, 2005 was \$1.5 million.

	Year of Maturity						Total
	2006	2007	2008	2009	2010	Thereafter	
	(Dollars in thousands)						
Fixed rate debt	\$ 6,506	\$ 6,500	\$ 17,655	\$ —	\$ —	\$ 400,000	\$ 430,661
Average interest rate	7.1%	7.1%	6.0%	—	—	5.6%	5.6%
Variable rate debt	\$ 119,004	\$ 24,239	\$ 38,241	\$ 18,637	\$ —	\$ —	\$ 200,121
Average interest rate	4.4%	4.9%	3.0%	5.4%	—	—	4.3%
Amount subject to swaps:							
Variable to fixed			\$ 52,981				
Average rate to be received			3.7%				
Average rate to be paid			5.8%				

A 1.0% increase or decrease in variable interest rates would adversely or positively impact our expected net earnings by approximately \$1.1 million or (\$1.1 million), respectively.

Foreign Currency Risk

We are exposed to fluctuations in market values of transactions in currencies other than the functional currencies of certain subsidiaries. We have entered into forward contracts with several major financial institutions to hedge a portion of projected cash flows from these exposures. The following table presents our open forward currency contracts as of December 25, 2005, which all mature in 2006. Forward contract notional amounts presented below are expressed in the stated currencies (in thousands). The fair value of the open forward contracts as of December 25, 2005 was \$0.5 million.

Forward Currency Contracts:	
Pay U.S. dollars	(41,115)
Receive euros	9,600
Receive Singapore dollars	37,947
Receive Canadian dollars	1,609
Receive Swedish krona	36,102
Receive British pounds	4,096
Receive Malaysian ringgits	44,528

A movement of 10% in the value of the U.S. dollar against foreign currencies would impact our expected net earnings by approximately \$0.9 million.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The financial statements and supplementary data required by this Item are included herein, commencing on page F-1.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

(a) Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures as of the end of the period covered by this report are functioning effectively to provide reasonable assurance that the information required to be disclosed by us in reports filed under the Securities Exchange Act of 1934 is (i) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (ii) accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding disclosure. A controls system cannot provide absolute assurance, however, that the objectives of the controls system are met, and no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within a company have been detected.

(b) Management's Report on Internal Control Over Financial Reporting

Our management's report on internal control over financial reporting is set forth on page F-2 of this Annual Report on Form 10-K and is incorporated by reference herein.

(c) Change in Internal Control over Financial Reporting

No change in our internal control over financial reporting occurred during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

For information with respect to our Directors and Director nominees, see "Election Of Directors," "Nominees For The Board of Directors" and "Additional Information About The Board Of Directors and Corporate Governance" in the Proxy Statement for our 2006 Annual Meeting, which information is incorporated herein by reference. The Proxy Statement for our 2006 Annual Meeting will be filed within 120 days of the close of our fiscal year.

For information with respect to our Executive Officers, see Part I of this report on page 9, which information is incorporated herein by reference.

ITEM 11. EXECUTIVE COMPENSATION

See "Additional Information About The Board Of Directors and Corporate Governance," "Compensation Committee Report on Executive Compensation," "Five-Year Shareholder Return Comparison" and "Executive Compensation and Other Information" in the Proxy Statement for our 2006 Annual Meeting, which information is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

See “Security Ownership of Certain Beneficial Owners and Management,” “Election Of Directors” and “Nominees For The Board of Directors” in the Proxy Statement for our 2006 Annual Meeting, which information is incorporated herein by reference.

The following table sets forth certain information as of December 25, 2005 regarding our 1990 Stock Compensation Plan, 2000 Stock Compensation Plan and Global Employee Stock Purchase Plan:

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (A))
	(A)	(B)	(C)
Equity compensation plans approved by security holders	1,809,234	\$ 46.82	1,457,764
Equity compensation plans not approved by security holders	—	—	41,205(1)

(1) 41,205 shares are available under purchase rights granted to our non-United States employees under our Global Employee Stock Purchase Plan.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

See “Additional Information About The Board Of Directors and Corporate Governance,” “Compensation Committee Report on Executive Compensation” and “Executive Compensation and Other Information” in the Proxy Statement for our 2006 Annual Meeting, which information is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

See “Audit and Non-Audit Fees” and “Policy on Audit Committee Pre-Approval of Audit and Non-Audit Services of Independent Auditors” in the Proxy Statement for our 2006 Annual Meeting, which information is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES.

(a) Consolidated Financial Statements:

The Index to Consolidated Financial Statements and Schedule is set forth on page F-1 hereof.

(b) Exhibits:

The Exhibits are listed in the Index to Exhibits.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Annual Report to be signed on its behalf by the undersigned, thereunto duly authorized as of the date indicated below.

TELEFLEX INCORPORATED

By: /s/ Jeffrey P. Black
Jeffrey P. Black
President and Chief Executive Officer
(Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and as of the date indicated below.

By: /s/ Martin S. Headley
Martin S. Headley
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

By: /s/ Bruno Fontanot
Bruno Fontanot
Corporate Controller and Chief Accounting Officer
(Principal Accounting Officer)

By: /s/ Lennox K. Black
Lennox K. Black
Director

By: /s/ Donald Beckman
Donald Beckman
Director

By: /s/ Jeffrey P. Black
Jeffrey P. Black
Director

By: /s/ William R. Cook
William R. Cook
Director

By: /s/ Sigismundus W.W. Lubsen
Sigismundus W.W. Lubsen
Director

By: /s/ Patricia C. Barron
Patricia C. Barron
Director

By: /s/ Judith M. von Seldeneck
Judith M. von Seldeneck
Director

By: /s/ Harold L. Yoh III
Harold L. Yoh III
Director

By: /s/ James W. Zug
James W. Zug
Director

By: /s/ Benson F. Smith
Benson F. Smith
Director

By: /s/ George Babich, Jr.
George Babich, Jr.
Director

Dated: March 20, 2006

TELEFLEX INCORPORATED
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CONSOLIDATED FINANCIAL STATEMENTS

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MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of Teleflex Incorporated and its subsidiaries (the "Company") is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 25, 2005. In making this assessment, management used the framework established in Internal Control —Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). As a result of this assessment and based on the criteria in the COSO framework, management has concluded that, as of December 25, 2005, the Company's internal control over financial reporting was effective.

Management's assessment of the effectiveness of the Company's internal control over financial reporting as of December 25, 2005 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

/s/ Jeffrey P. Black

Jeffrey P. Black

President and Chief Executive Officer

/s/ Martin S. Headley

Martin S. Headley

*Executive Vice President and
Chief Financial Officer*

March 20, 2006

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Teleflex Incorporated:

We have completed integrated audits of Teleflex Incorporated's 2005 and 2004 consolidated financial statements and of its internal control over financial reporting as of December 25, 2005, and an audit of its 2003 consolidated financial statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Our opinions, based on our audits, are presented below.

Consolidated financial statements and financial statement schedule

In our opinion, the consolidated financial statements listed in the accompanying index present fairly, in all material respects, the financial position of Teleflex Incorporated and its subsidiaries at December 25, 2005 and December 26, 2004, and the results of their operations and their cash flows for the years ended December 25, 2005, December 26, 2004 and December 28, 2003 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the accompanying index presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

Internal control over financial reporting

Also, in our opinion, management's assessment, included in Management's Report on Internal Control Over Financial Reporting, appearing on page F-2, that the Company maintained effective internal control over financial reporting as of December 25, 2005 based on criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), is fairly stated, in all material respects, based on those criteria. Furthermore, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 25, 2005, based on criteria established in *Internal Control — Integrated Framework* issued by the COSO. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting. Our responsibility is to express opinions on management's assessment and on the effectiveness of the Company's internal control over financial reporting based on our audit. We conducted our audit of internal control over financial reporting in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. An audit of internal control over financial reporting includes obtaining an understanding of internal control over financial reporting, evaluating management's assessment, testing and evaluating the design and operating effectiveness of internal control, and performing such other procedures as we consider necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinions.

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A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Philadelphia, Pennsylvania
March 20, 2006

TELEFLEX INCORPORATED AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

	Year Ended		
	December 25, 2005	December 26, 2004	December 28, 2003
	(Dollars and shares in thousands, except per share)		
Revenues	\$ 2,514,552	\$ 2,390,411	\$ 2,060,896
Materials, labor and other product costs	1,804,601	1,704,170	1,478,667
Gross profit	709,951	686,241	582,229
Selling, engineering and administrative expenses	449,040	487,100	385,607
Net gain on sales of businesses and assets	(14,223)	(2,733)	(3,068)
Restructuring costs	27,066	67,618	—
Income from continuing operations before interest, taxes and minority interest	248,068	134,256	199,690
Interest expense	44,516	37,683	26,877
Interest income	(4,363)	(565)	(539)
Income from continuing operations before taxes and minority interest	207,915	97,138	173,352
Taxes on income from continuing operations	47,806	12,795	41,711
Income from continuing operations before minority interest	160,109	84,343	131,641
Minority interest in consolidated subsidiaries, net of tax	20,337	19,219	16,090
Income from continuing operations	139,772	65,124	115,551
Operating income (loss) from discontinued operations (including net gain on disposal of \$34,851, \$0 and \$0, respectively)	2,304	(68,262)	(5,771)
Taxes (benefit) on income (loss) from discontinued operations	3,259	(12,655)	677
Loss from discontinued operations	(955)	(55,607)	(6,448)
Net income	\$ 138,817	\$ 9,517	\$ 109,103
Earnings (losses) per share:			
Basic:			
Income from continuing operations	\$ 3.45	\$ 1.62	\$ 2.92
Loss from discontinued operations	\$ (0.02)	\$ (1.38)	\$ (0.16)
Net income	\$ 3.43	\$ 0.24	\$ 2.76
Diluted:			
Income from continuing operations	\$ 3.41	\$ 1.61	\$ 2.89
Loss from discontinued operations	\$ (0.02)	\$ (1.37)	\$ (0.16)
Net income	\$ 3.39	\$ 0.24	\$ 2.73
Weighted average common shares outstanding:			
Basic	40,516	40,205	39,598
Diluted	40,958	40,495	39,942

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

TELEFLEX INCORPORATED AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

	December 25, 2005	December 26, 2004
	(Dollars and shares in thousands)	
ASSETS		
Current assets		
Cash and cash equivalents	\$ 239,536	\$ 115,955
Accounts receivable, net	421,236	514,179
Inventories	404,271	431,399
Prepaid expenses	20,571	26,863
Deferred tax assets	66,063	65,119
Assets held for sale	16,899	54,384
Total current assets	1,168,576	1,207,899
Property, plant and equipment, net	447,816	584,252
Goodwill	504,666	524,134
Intangibles and other assets	259,218	271,951
Investments in affiliates	24,666	24,194
Deferred tax assets	101,443	79,304
Total assets	\$ 2,506,385	\$ 2,691,734
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Notes payable	\$ 88,902	\$ 62,455
Current portion of long-term borrowings	36,608	39,401
Accounts payable	206,548	183,700
Accrued expenses	206,231	231,339
Income taxes payable	46,222	23,294
Deferred tax liabilities	5,100	5,162
Liabilities held for sale	66	27,952
Total current liabilities	589,677	573,303
Long-term borrowings	505,272	685,912
Deferred tax liabilities	149,180	153,668
Other liabilities	102,782	103,640
Total liabilities	1,346,911	1,516,523
Minority interest in equity of consolidated subsidiaries	17,400	65,478
Commitments and contingencies		
Shareholders' equity		
Common shares, \$1 par value Issued: 2005 — 41,123 shares; 2004 —40,450 shares	41,123	40,450
Additional paid-in capital	204,550	173,013
Retained earnings	939,335	839,838
Accumulated other comprehensive income	6,614	57,608
	1,191,622	1,110,909
Less: Treasury stock, at cost	49,548	1,176
Total shareholders' equity	1,142,074	1,109,733
Total liabilities and shareholders' equity	\$ 2,506,385	\$ 2,691,734

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

TELEFLEX INCORPORATED AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended		
	December 25, 2005	December 26, 2004	December 28, 2003
	(Dollars in thousands)		
Cash Flows from Operating Activities of Continuing Operations:			
Net income	\$ 138,817	\$ 9,517	\$ 109,103
Adjustments to reconcile net income to net cash provided by operating activities:			
Loss from discontinued operations	955	55,607	6,448
Depreciation expense	85,931	92,498	82,369
Amortization expense of intangible assets	13,851	13,579	8,492
Amortization expense of deferred financing costs	1,071	462	—
Net gain on sales of businesses and assets	(14,223)	(2,733)	(3,068)
Impairment of long-lived assets	5,324	29,926	—
Impairment of goodwill	—	14,122	—
Deferred income taxes	14,093	(3,330)	12,576
Minority interest in consolidated subsidiaries	20,337	19,219	16,090
Changes in operating assets and liabilities, net of effects of acquisitions:			
Accounts receivable	49,618	(37,123)	(17,863)
Inventories	2,830	26,527	(6,316)
Prepaid expenses	7,216	(630)	3,768
Accounts payable and accrued expenses	10,045	56,890	5,297
Income taxes payable	27	(19,736)	8,800
Net cash provided by operating activities from continuing operations	<u>335,892</u>	<u>254,795</u>	<u>225,696</u>
Cash Flows from Financing Activities of Continuing Operations:			
Proceeds from long-term borrowings	109,208	511,582	—
Reduction in long-term borrowings	(270,335)	(77,936)	(37,519)
Increase (decrease) in notes payable and current borrowings	27,903	(137,751)	35,109
Proceeds from stock compensation plans	23,173	16,227	6,495
Payments to minority interest shareholders	(63,035)	(17,254)	(6,847)
Purchases of treasury stock	(46,518)	—	—
Dividends	(39,320)	(34,575)	(30,881)
Net cash provided by (used in) financing activities from continuing operations	<u>(258,924)</u>	<u>260,293</u>	<u>(33,643)</u>
Cash Flows from Investing Activities of Continuing Operations:			
Expenditures for property, plant and equipment	(69,851)	(52,938)	(76,298)
Payments for businesses acquired, net of cash acquired	(14,701)	(458,531)	(85,245)
Proceeds from sales of businesses and assets	142,930	49,444	4,728
Investments in affiliates	62	100	(2,737)
Other	(2,433)	(4,921)	(2,899)
Net cash provided by (used in) investing activities from continuing operations	<u>56,007</u>	<u>(466,846)</u>	<u>(162,451)</u>
Cash Flows from Discontinued Operations — Revised (See Note 1):			
Net cash provided by operating activities	1,576	14,226	7,262
Net cash used in financing activities	(1,584)	(811)	(1,724)
Net cash used in investing activities	(2,700)	(5,996)	(26,624)
Net cash provided by (used in) discontinued operations	<u>(2,708)</u>	<u>7,419</u>	<u>(21,086)</u>
Effect of exchange rate changes on cash and cash equivalents	<u>(6,686)</u>	<u>3,714</u>	<u>3,570</u>
Net increase in cash and cash equivalents	123,581	59,375	12,086
Cash and cash equivalents at the beginning of the year	<u>115,955</u>	<u>56,580</u>	<u>44,494</u>
Cash and cash equivalents at the end of the year	<u>\$ 239,536</u>	<u>\$ 115,955</u>	<u>\$ 56,580</u>

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

adjustment					(47,076)	(47,076)		(47,076)
Minimum pension liability adjustment, net of tax of \$375					(2,974)	(2,974)		(2,974)
Comprehensive income					<u>\$ 87,823</u>			
Shares issued under compensation plans	673	673	31,537			(32)	1,376	33,586
Deferred compensation						82	(3,230)	(3,230)
Purchases of treasury stock						690	(46,518)	(46,518)
Balance at December 25, 2005	<u>41,123</u>	<u>\$ 41,123</u>	<u>\$ 204,550</u>	<u>\$ 939,335</u>	<u>\$ 6,614</u>	<u>766</u>	<u>\$ (49,548)</u>	<u>\$ 1,142,074</u>

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

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, except per share)

Note 1— Summary of significant accounting policies

Consolidation: The consolidated financial statements include the accounts of Teleflex Incorporated and its subsidiaries (the "Company"). Also in accordance with Interpretation ("FIN") No. 46(R), "Consolidation of Variable Interest Entities," the Company consolidates variable interest entities in which it bears a majority of the risk to the potential losses or gains from a majority of the expected returns. Intercompany transactions are eliminated in consolidation. Investments in affiliates over which the Company has significant influence but not a controlling equity interest are carried on the equity basis. Investments in affiliates over which the Company does not have significant influence are accounted for by the cost method. These consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America and include management's estimates and assumptions that affect the recorded amounts.

During the fourth quarter of 2004, the Company eliminated the one-month lag for certain of its foreign operations to coincide with the timing of reporting for all of the Company's other operations. As a result, the Company's consolidated results for 2004 include the results of those operations for the month of December 2003 and the entire twelve months of 2004, whereas the Company's consolidated results for 2003 include the results of those operations for the month of December 2002 and the first eleven months of 2003 and the consolidated results for 2005 include the results of those operations for the entire twelve months of 2005. This change increased the Company's consolidated revenues for 2004 by \$16,879 and reduced the Company's consolidated income from continuing operations before taxes and minority interest for 2004 by \$1,114.

See Note 15 for a description of discontinued operations.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair values: The estimated fair value amounts presented in these consolidated financial statements have been determined by the Company using available market information and appropriate methodologies. However, considerable judgment is required in interpreting market data to develop the estimates of fair value. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts. Such fair value estimates are based on pertinent information available to management as of December 25, 2005 and December 26, 2004, and have not been comprehensively revalued for purposes of these consolidated financial statements since such dates.

Cash and cash equivalents: All highly liquid debt instruments with an original maturity of three months or less are classified as cash equivalents. The carrying value of cash equivalents approximates their current market value.

Accounts receivable: Accounts receivable represents amounts due from customers related to the sale of products. An allowance for doubtful accounts is maintained and represents the Company's estimate of probable losses on realization of the full receivable. The allowance is provided at such time that management believes reasonable doubt exists that such balances will be collected within a reasonable period of time. The allowance is based on the Company's historical experience, the period an account is outstanding, the financial position of the customer and information provided by credit rating services. The allowance for

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

doubtful accounts was \$10,090 and \$11,296 as of December 25, 2005 and December 26, 2004, respectively.

Inventories: Inventories are valued at the lower of average cost or market. Elements of cost in inventory include raw materials, direct labor, and manufacturing overhead. In estimating market value, the Company evaluates inventory for excess and obsolete quantities based on estimated usage and sales.

Property, plant and equipment: Property, plant and equipment are stated at cost, net of accumulated depreciation. Costs incurred to develop internal-use computer software during the application development stage generally are capitalized. Costs of enhancements to internal-use computer software are capitalized, provided that these enhancements result in additional functionality. Other additions and those improvements which increase the capacity or lengthen the useful lives of the assets are also capitalized. With minor exceptions, straight-line composite lives for depreciation of property, plant and equipment are as follows: buildings —30 years; machinery and equipment — 8 to 10 years. Repairs and maintenance costs are expensed as incurred.

Goodwill and other intangible assets: Goodwill and other intangible assets with indefinite useful lives are not amortized but are tested for impairment at least annually. Impairment losses, if any, are recorded as part of income from operations. Impairment tests are performed annually, or more frequently if there is a triggering event.

In connection with the Company's restructuring and divestiture program, the Company determined in the fourth quarter of 2004 that a portion of its goodwill was impaired and recorded a charge of \$18.6 million, \$14.1 million of which was included in restructuring costs and \$4.5 million of which was included in discontinued operations. The Company performed an annual impairment test of its remaining recorded goodwill and indefinite-lived intangible assets in the fourth quarters of 2005 and 2004 and found no instances of impairment.

Intangible assets consisting of intellectual property, customer lists and distribution rights are being amortized over their estimated useful lives, which range from 4 to 30 years, with a weighted average amortization period of 12 years. The Company continually evaluates the reasonableness of the useful lives of these assets.

Long-lived assets: The ability to realize long-lived assets is evaluated periodically as events or circumstances indicate a possible inability to recover their carrying amount. Such evaluation is based on various analyses, including undiscounted cash flow and profitability projections that incorporate, as applicable, the impact on the existing business. The analyses necessarily involve significant management judgment. Any impairment loss, if indicated, is measured as the amount by which the carrying amount of the asset exceeds the estimated fair value of the asset.

Product warranty liability: Product warranty liability arises out of the need to repair or replace product without charge to the customer. The Company warrants such products from manufacturing defect. The Company estimates its warranty liability based on historical trends of units sold, the status of existing claims, recall programs and communication with customers.

Foreign currency translation: Assets and liabilities of non-domestic subsidiaries denominated in local currencies are translated into U.S. dollars at the rates of exchange at the balance sheet date; income and expenses are translated at the average rates of exchange prevailing during the year. The resultant translation adjustments are reported as a component of accumulated other comprehensive income (loss) in shareholders' equity.

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Derivative financial instruments: The Company uses derivative financial instruments primarily for purposes of hedging exposures to fluctuations in interest rates and foreign currency exchange rates. All instruments are entered into for other than trading purposes. All derivatives are recognized on the balance sheet at fair value. Changes in the fair value of derivatives are recorded in earnings or other comprehensive income (loss), based on whether the instrument is designated as part of a hedge transaction and, if so, the type of hedge transaction. Gains or losses on derivative instruments reported in other comprehensive income (loss) are reclassified to earnings in the period in which earnings are affected by the underlying hedged item. The ineffective portion of all hedges is recognized in current period earnings. If the hedging relationship ceases to be highly effective or it becomes probable that an expected transaction will no longer occur, gains or losses on the derivative are recorded in current period earnings.

Stock-based compensation: Statement of Financial Accounting Standards ("SFAS") No. 123, "Accounting for Stock-Based Compensation," encourages, but does not require, companies to record compensation cost for stock-based employee compensation plans at fair value. The Company has chosen to continue to account for stock-based compensation using the intrinsic value method prescribed in Accounting Principles Board ("APB") Opinion No. 25, "Accounting for Stock Issued to Employees," and related interpretations. Accordingly, compensation expense for stock options and restricted stock issued to employees is measured as the excess, if any, of the quoted market price of the Company's stock at the date of the grant over the amount an employee must pay to acquire the stock.

The following table illustrates the pro forma net income and earnings per share for 2005, 2004 and 2003 as if compensation expense for stock options issued to employees had been determined consistent with SFAS No. 123:

	<u>2005</u>	<u>2004</u>	<u>2003</u>
Net income, as reported	\$ 138,817	\$ 9,517	\$ 109,103
Deduct: Stock-based employee compensation determined under fair value based method, net of tax of \$1,959, \$2,335 and \$2,416, respectively	(3,197)	(3,809)	(3,943)
Pro forma net income	<u>\$ 135,620</u>	<u>\$ 5,708</u>	<u>\$ 105,160</u>
Earnings per share—basic:			
Net income per share, as reported	\$ 3.43	\$ 0.24	\$ 2.76
Pro forma net income per share	\$ 3.35	\$ 0.14	\$ 2.66
Earnings per share—diluted:			
Net income per share, as reported	\$ 3.39	\$ 0.24	\$ 2.73
Pro forma net income per share	\$ 3.32	\$ 0.14	\$ 2.65

The fair value for options granted in 2005, 2004 and 2003 was estimated at the date of grant using the Black-Scholes option pricing model with the following weighted-average assumptions:

	<u>2005</u>	<u>2004</u>	<u>2003</u>
Risk-free interest rate	4.1%	3.0%	3.0%
Expected life of option	4.6 yrs.	4.6 yrs.	5.2 yrs.
Expected dividend yield	1.7%	1.7%	1.9%
Expected volatility	24.4%	24.3%	26.0%

Income taxes: The provision for income taxes is determined using the asset and liability approach of accounting for income taxes in accordance with SFAS No. 109, "Accounting for Income Taxes." Under this approach, deferred taxes represent the future tax consequences expected to occur when the reported

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

amounts of assets and liabilities are recovered or paid. The provision for income taxes represents income taxes paid or payable for the current year plus the change in deferred taxes during the year. Deferred taxes result from differences between the financial and tax bases of the Company's assets and liabilities and are adjusted for changes in tax rates and tax laws when changes are enacted. Provision has been made for income taxes on unremitted earnings of subsidiaries and affiliates, except for subsidiaries in which earnings are deemed to be permanently invested.

Pensions and other postretirement benefits: The Company provides a range of benefits to eligible employees and retired employees, including pensions and postretirement healthcare. The Company records annual amounts relating to these plans based on calculations which include various actuarial assumptions such as discount rates, expected rates of return on plan assets, compensation increases, turnover rates and healthcare cost trend rates. The Company reviews its actuarial assumptions on an annual basis and makes modifications to the assumptions based on current rates and trends when appropriate. As required, the effect of the modifications is generally amortized over future periods.

Restructuring costs: Restructuring costs, which include termination benefits, contract termination costs, asset impairments and other restructuring costs are recorded at estimated fair value. Key assumptions in calculating the restructuring costs include the terms that may be negotiated to exit certain contractual obligations, the realizable value of certain assets associated with discontinued product lines and the timing of employees leaving the company.

Revenue recognition: The Company recognizes revenues from product sales or services provided when the following revenue recognition criteria are met: persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the selling price is fixed or determinable and collectibility is reasonably assured. This generally occurs when products are shipped or services rendered upon customers' acceptance.

Revenues from product sales, net of estimated returns and other allowances based on historical experience and current trends, are recognized upon shipment of products to customers. Revenues from services provided are recognized as the services are rendered and comprised less than 10% of total revenues for all periods presented. Revenues from longer term construction contracts are accounted for based on the percentage of completion method and comprised less than 2% of total revenues for all periods presented.

Revisions and reclassifications: The Company has revised its consolidated statements of cash flows to attribute cash flows from discontinued operations to each of operating, financing and investing activities. Previously, the Company reported cash flows from discontinued operations as one line item. The Company has also revised its consolidated statements of cash flows to attribute payments to minority interest shareholders as cash flows from financing activities of continuing operations. Previously, the Company reported these cash flows as part of cash flows from operating activities of continuing operations. In addition, certain reclassifications have been made to the prior years' consolidated financial statements to conform to current year presentation. Certain financial information is presented on a rounded basis, which may cause minor differences.

Note 2—New accounting standards

Medicare prescription drug costs: On December 8, 2003, the Medicare Prescription Drug, Improvement and Modernization Act of 2003 ("the Act") was signed into law. The Act introduces a prescription drug benefit under Medicare Part D, as well as a federal subsidy to sponsors of retiree healthcare benefit plans that provide a benefit that is at least actuarially equivalent to Medicare Part D. The Company sponsors medical programs for certain of its U.S. retirees. In April 2004, the FASB issued Staff Position ("FSP") No. FAS 106-2 to address the accounting and disclosure requirements related to the Act. FSP No. FAS 106-2 is effective for

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

interim or annual periods beginning after June 15, 2004. The Company adopted this provision during 2004 and it did not have a material impact on the Company's financial position, results of operations or cash flows. On January 21, 2005, the Centers for Medicare and Medicaid Services ("CMS") released the final regulations (the "Regulations") implementing the Act. Generally, the Regulations are expected to cause more retiree health programs (or subgroups within such programs) to meet the Act's actuarial equivalence standard (or to result in more years of expected actuarial equivalence) than had originally been expected when the Act was passed. The Regulations did not have a material impact on the Company's financial position, results of operations or cash flows.

American Jobs Creation Act: On October 22, 2004 the American Jobs Creation Act ("the AJCA") was signed into law. The AJCA includes a deduction of 85% of certain foreign earnings that are repatriated, as defined in the AJCA. The deduction is subject to a number of limitations and complexities, and during the past nine months, the Company has been analyzing the previous guidance provided by the Treasury Department and the potential impact of applying the repatriation provision to unremitted foreign earnings held by its various controlled foreign corporations. During the three months ended December 25, 2005, management completed its analysis of the impact of the AJCA and finalized and executed a repatriation plan. Under this plan, the Company repatriated \$304 million of dividends during November and December 2005. Accordingly, the Company recorded a tax expense of approximately \$8.3 million during the three months ended December 25, 2005 as a result of this repatriation. This tax expense was offset by a tax benefit of approximately \$14.1 million related to excess foreign tax credits generated in connection with this repatriation. Management obtained the requisite corporate officer and Board of Directors approvals of the domestic reinvestment plan within the timeframe specified. See Note 11 for additional information regarding income taxes.

Inventory costs: In November 2004, the FASB issued SFAS No. 151, "Inventory Costs, an amendment of ARB No. 43, Chapter 4," which clarifies the types of costs that should be expensed rather than capitalized as inventory. This statement also clarifies the circumstances under which fixed overhead costs associated with operating facilities involved in inventory processing should be capitalized. The provisions of SFAS No. 151 are effective for fiscal years beginning after June 15, 2005. The Company will adopt this standard on December 26, 2005 and does not expect the provisions of this statement to have a material impact on the Company's financial position, results of operations or cash flows.

Stock-based compensation: In December 2004, the FASB issued SFAS No. 123(R), "Share-Based Payment," which establishes accounting standards for transactions in which an entity receives employee services in exchange for (a) equity instruments of the entity or (b) liabilities that are based on the fair value of the entity's equity instruments or that may be settled by the issuance of equity instruments. SFAS No. 123(R) requires an entity to recognize the grant-date fair value of stock options and other equity-based compensation issued to employees in the statement of income. The statement also requires that such transactions be accounted for using the fair-value-based method, thereby eliminating use of the intrinsic value method of accounting in APB No. 25, "Accounting for Stock Issued to Employees," which was permitted under Statement 123, as originally issued. SFAS No. 123(R) is effective for fiscal years beginning after June 15, 2005. The Company intends to adopt this statement on December 26, 2005 using modified prospective application and previously reported operating results will remain unchanged. The Company expects the provisions of this statement to have a material impact on the Company's results of operations and the Company believes that the pro forma disclosures in Note 1 provide a preliminary short-term indicator of the level of expense that will be recognized in accordance with SFAS No. 123(R). However, the total expense recorded in future periods will depend on several factors, including future grants, the number of share-based awards that vest and the fair value of those vested awards.

TELEFLEX INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Exchanges of nonmonetary assets: In December 2004, the FASB issued SFAS No. 153, "Exchanges of Nonmonetary Assets, an amendment of APB Opinion No. 29." The guidance in APB Opinion No. 29, "Accounting for Nonmonetary Transactions," is based on the principle that exchanges of nonmonetary assets should be measured based on the fair value of assets exchanged. The guidance in that Opinion, however, included certain exceptions to that principle. This statement amends Opinion No. 29 to eliminate the exception for nonmonetary exchanges of similar productive assets that do not have commercial substance. A nonmonetary exchange has commercial substance if the future cash flows of the entity are expected to change significantly as a result of the exchange. SFAS No. 153 is effective for nonmonetary exchanges occurring in fiscal periods beginning after June 15, 2005. The Company adopted the provisions of this statement in the third quarter of 2005 and it did not have a material impact on the Company's financial position, results of operations or cash flows.

Conditional asset retirement obligations: In March 2005, the FASB issued FIN No. 47, "Accounting for Conditional Asset Retirement Obligations," which clarifies that an entity must record a liability for a conditional asset retirement obligation if the fair value of the obligation can be reasonably estimated. The provisions of FIN No. 47 are effective for fiscal years ending after December 15, 2005. The Company adopted the provisions of this interpretation in the fourth quarter of 2005 and it did not have a material impact on the Company's financial position, results of operations or cash flows.

Accounting changes and error corrections: In May 2005, the FASB issued SFAS No. 154, "Accounting Changes and Error Corrections." SFAS No. 154 replaces APB Opinion No. 20, "Accounting Changes" and SFAS No. 3, "Reporting Accounting Changes in Interim Financial Statements" and changes the requirements of the accounting for and reporting of a change in accounting principle. SFAS No. 154 also provides guidance on the accounting for and reporting of error corrections. The provisions of this statement are applicable for accounting changes and error corrections made in fiscal years beginning after December 15, 2005. The Company will adopt this standard on December 26, 2005 and does not expect the provisions of this statement to have a material impact on the Company's financial position, results of operations or cash flows.

Amortization period for leasehold improvements: In June 2005, the Emerging Issues Task Force ("EITF") reached a consensus on Issue No. 05-6, "Determining the Amortization Period for Leasehold Improvements," which requires that leasehold improvements acquired in a business combination or purchased subsequent to the inception of a lease be amortized over the lesser of the useful life of the assets or a term that includes renewals that are reasonably assured at the date of the business combination or purchase. EITF No. 05-6 is effective for periods beginning after June 29, 2005. The Company adopted the provisions of this consensus in the fourth quarter of 2005 and it did not have a material impact on the Company's financial position, results of operations or cash flows.

Note 3—Acquisitions

2005 Acquisition

In 2005, the Company acquired a small repair products and services business in the Aerospace Segment for \$8,000. Based on the preliminary purchase price allocation, no goodwill was recognized in the transaction.

Acquisition of Hudson Respiratory Care, Inc.

On July 6, 2004, the Company completed the acquisition of all of the issued and outstanding capital stock of Hudson Respiratory Care Inc. ("HudsonRCI"), a provider of disposable medical products for respira-

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

tory care and anesthesia, for \$457,499. The results for HudsonRCI are included in the Company's Medical Segment.

The acquisition has been accounted for using the purchase method of accounting in accordance with SFAS No. 141, "Business Combinations." The following table presents the allocation of purchase price for the HudsonRCI acquisition based on estimated fair values:

Assets		
Accounts receivable	\$	26,706
Inventories		30,805
Other current assets		1,766
Property, plant and equipment		53,942
Goodwill		262,489
Intangible assets		103,300
Deferred tax asset		79,060
Other assets		1,118
Total assets acquired	\$	<u>559,186</u>
Less:		
Accounts payable	\$	5,808
Accrued expenses		39,065
Short-term debt assumed		5,299
Long-term debt assumed		4,594
Deferred tax liability		46,810
Other liabilities		111
Liabilities assumed	\$	<u>101,687</u>
Net assets acquired	\$	<u>457,499</u>

The amount allocated to goodwill is reflective of the benefit the Company expects to realize from expanding its presence in the healthcare supply market through HudsonRCI and from expected synergies. Goodwill is not deductible for tax purposes. Of the \$103,300 in intangible assets, \$40,900 was assigned to customer relationships with estimated remaining amortizable lives of 10 years and \$900 was assigned to patents with estimated remaining amortizable lives of 11.5 years. The remaining \$61,500 was assigned to trade names with indefinite useful lives. The deferred tax asset is a result of HudsonRCI's net operating loss carryforward and a difference in tax basis prior to acquisition.

The following table provides unaudited pro forma results of operations for the periods noted below, as if the acquisition had been made at the beginning of each period. The pro forma amounts are not necessarily indicative of the results that would have occurred if the acquisition had been completed at that time.

	<u>2004</u>	<u>2003</u>
Revenues	\$ 2,582,975	\$ 2,337,443
Income from continuing operations before interest, taxes and minority interest	\$ 125,810	\$ 200,613
Net income (loss)	\$ (17,223)	\$ 82,250
Diluted net earnings (losses) per share	\$ (0.43)	\$ 2.06

The unaudited pro forma results of operations for the twelve months ended December 26, 2004 and December 28, 2003 each include \$25,686 of expenses, or \$0.63 and \$0.64 per share, respectively, incurred by HudsonRCI in contemplation of the transaction. These expenses include bonus and stock option settlement expenses, professional fees, broker fees and insurance costs.

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

In connection with this acquisition, the Company formulated a plan related to the future integration of the acquired entity. The Company finalized the integration plan during the second quarter of 2005 and the integration activities are ongoing as of December 25, 2005. The Company has accrued estimates for certain costs, related primarily to personnel reductions and facility closings and the termination of certain distribution agreements at the date of acquisition, in accordance with EITF Issue No. 95-3, "Recognition of Liabilities in Connection with a Purchase Business Combination." Set forth below is a reconciliation of the Company's future integration cost accrual:

	Involuntary Employee Termination Benefits	Facility Closure and Restructuring Costs	Total
Balance at acquisition	\$ 14,217	\$ 9,205	\$ 23,422
Costs incurred	(4,550)	(2,200)	(6,750)
Adjustments to reserve	—	(1,420)	(1,420)
Balance at December 26, 2004	9,667	5,585	15,252
Costs incurred	(3,470)	(2,829)	(6,299)
Adjustments to reserve	965	2,158	3,123
Balance at December 25, 2005	<u>\$ 7,162</u>	<u>\$ 4,914</u>	<u>\$ 12,076</u>

2003 Acquisitions

In 2003, the Company acquired seven smaller businesses for a total cost of \$95,481, of which \$94,995 was paid in cash in 2003 and \$486 was paid in cash in 2005. The acquisitions included a cardiothoracic devices business and an anesthesia and respiratory care business in the Medical Segment; a designer and manufacturer of electronic and electromechanical products for the automotive, marine and industrial markets, a European manufacturer of alternative fuel systems, a passenger and light truck electronic throttle control business, a European light-duty cable operation, and an automotive seat comfort systems business in the Commercial Segment. Goodwill recognized in those transactions amounted to \$26,649, of which \$1,780 was deductible for tax purposes. Goodwill was assigned to the Commercial and Medical segments in the amount of \$25,586 and \$1,063, respectively.

Note 4—Restructuring

During the fourth quarter of 2004, the Company announced and commenced implementation of a restructuring and divestiture program designed to improve future operating performance and position the Company for future earnings growth. The actions have included exiting or divesting of non-core or low performing businesses, consolidating manufacturing operations and reorganizing administrative functions to enable businesses to share services.

Certain costs associated with the restructuring and divestiture program are not included in restructuring costs. All inventory adjustments that resulted from the restructuring and divestiture program and certain other costs associated with closing out businesses during 2005 and 2004 are included in materials, labor and other product costs and totaled \$2,000 and \$17,040, respectively. The \$2,000 in costs for 2005 related to the Company's Aerospace Segment. Of the \$17,040 in costs for 2004, \$4,537 and \$12,503 were attributed to the Company's Commercial and Aerospace segments, respectively.

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

For 2005 and 2004, the charges, including changes in estimates, associated with the restructuring and divestiture program by segment that are included in restructuring costs were as follows:

	2005			
	Commercial	Medical	Aerospace	Total
Termination benefits	\$ 2,456	\$ 6,492	\$ 517	\$ 9,465
Contract termination costs	(154)	1,184	—	1,030
Asset impairments	156	3,270	1,898	5,324
Other restructuring costs	943	9,694	610	11,247
	<u>\$ 3,401</u>	<u>\$ 20,640</u>	<u>\$ 3,025</u>	<u>\$ 27,066</u>

	2004			
	Commercial	Medical	Aerospace	Total
Termination benefits	\$ 8,407	\$ 6,625	\$ 1,388	\$ 16,420
Contract termination costs	775	—	2,300	3,075
Asset impairments	11,244	3,681	32,662	47,587
Other restructuring costs	390	146	—	536
	<u>\$ 20,816</u>	<u>\$ 10,452</u>	<u>\$ 36,350</u>	<u>\$ 67,618</u>

Termination benefits are comprised of severance-related payments for all employees terminated in connection with the restructuring and divestiture program. Contract termination costs relate primarily to the termination of leases in conjunction with the consolidation of facilities and in 2005 also include a \$531 reduction in the estimated cost associated with a lease termination in conjunction with the consolidation of manufacturing facilities in the Company's Commercial Segment. Asset impairments relate primarily to machinery and equipment associated with the consolidation of manufacturing facilities and in 2004 also relate to goodwill associated with the Company's Industrial Gas Turbine aftermarket services business. Other restructuring costs include expenses primarily related to the consolidation of manufacturing operations and the reorganization of administrative functions.

As of December 25, 2005, the Company expects to incur the following future restructuring costs in its Medical Segment over the next 2 quarters:

Termination benefits	\$ 13,000 - 14,000
Contract termination costs	1,750 - 2,750
Other restructuring costs	2,750 - 5,750
	<u>\$ 17,500 - 22,500</u>

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Set forth below is a reconciliation of the Company's accrued liability associated with the restructuring and divestiture program. At December 25, 2005, the accrued liability was entirely due within twelve months:

	Balance at December 26, 2004	Subsequent Accruals and Changes in Estimates	Payments	Balance at December 25, 2005
Termination benefits	\$ 15,014	\$ 9,465	\$ (16,631)	\$ 7,848
Contract termination costs	3,075	1,030	(3,330)	775
Other restructuring costs	228	11,247	(11,444)	31
	<u>\$ 18,317</u>	<u>\$ 21,742</u>	<u>\$ (31,405)</u>	<u>\$ 8,654</u>

	Balance at December 28, 2003	Subsequent Accruals	Payments	Balance at December 26, 2004
Termination benefits	\$ —	\$ 16,420	\$ (1,406)	\$ 15,014
Contract termination costs	—	3,075	—	3,075
Other restructuring costs	—	536	(308)	228
	<u>\$ —</u>	<u>\$ 20,031</u>	<u>\$ (1,714)</u>	<u>\$ 18,317</u>

Note 5—Inventories

Inventories at year end consisted of the following:

	2005	2004
Raw materials	\$ 199,955	\$ 210,647
Work-in-process	70,870	76,419
Finished goods	178,019	205,609
	448,844	492,675
Less: Inventory reserve	(44,573)	(61,276)
Inventories	<u>\$ 404,271</u>	<u>\$ 431,399</u>

Note 6—Property, plant and equipment

The major classes of property, plant and equipment, at cost, at year end are as follows:

	2005	2004
Land and buildings	\$ 180,275	\$ 248,444
Machinery and equipment	788,673	949,264
	968,948	1,197,708
Less: Accumulated depreciation	(521,132)	(613,456)
Property, plant and equipment, net	<u>\$ 447,816</u>	<u>\$ 584,252</u>

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Note 7—Goodwill and other intangible assets

Changes in the carrying amount of goodwill, by operating segment, for 2005 are as follows:

	<u>Commercial</u>	<u>Medical</u>	<u>Aerospace</u>	<u>Total</u>
Goodwill at December 26, 2004	\$ 107,953	\$ 405,031	\$ 11,150	\$ 524,134
Dispositions	(466)	—	(3,852)	(4,318)
Adjustments ⁽¹⁾	(1,109)	(10,285)	—	(11,394)
Translation adjustment	(943)	(2,813)	—	(3,756)
Goodwill at December 25, 2005	<u>\$ 105,435</u>	<u>\$ 391,933</u>	<u>\$ 7,298</u>	<u>\$ 504,666</u>

(1) Goodwill adjustments relate primarily to purchase price allocation changes associated with the HudsonRCI acquisition in 2004. These changes resulted from the Company finalizing its integration plan, certain tax adjustments and pre-acquisition liabilities.

Intangible assets at year end consisted of the following:

	<u>Gross Carrying Amount</u>		<u>Accumulated Amortization</u>	
	<u>2005</u>	<u>2004</u>	<u>2005</u>	<u>2004</u>
Customer lists	\$ 80,362	\$ 79,997	\$ 13,930	\$ 7,526
Intellectual property	59,174	61,258	22,967	18,474
Distribution rights	35,820	35,599	16,602	14,669
Trade names	85,464	85,471	—	—
	<u>\$ 260,820</u>	<u>\$ 262,325</u>	<u>\$ 53,499</u>	<u>\$ 40,669</u>

Amortization expense related to intangible assets was \$13,851, \$13,579 and \$8,492 for 2005, 2004 and 2003, respectively. Estimated annual amortization expense for each of the five succeeding years is as follows:

2006	\$ 13,800
2007	12,900
2008	12,800
2009	12,100
2010	11,800

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Note 8—Borrowings

Long-term borrowings at year end consisted of the following:

	<u>2005</u>	<u>2004</u>
Senior notes at an average fixed rate of 5.6%, due in installments through 2016	\$ 417,000	\$ 453,500
Term loan notes, primarily non-U.S. dollar denominated, at an average rate of 4.4%, with an average maturity of 2 years	97,265	56,338
Revolving credit loans at an average interest rate of 5.4%, due 2009	17,371	196,438
Other debt, mortgage notes and capital lease obligations, at interest rates ranging from 3% to 6%	10,244	19,037
	<u>541,880</u>	<u>725,313</u>
Current portion of borrowings	(36,608)	(39,401)
	<u>\$ 505,272</u>	<u>\$ 685,912</u>

The various senior and term note agreements provide for the maintenance of certain financial ratios and limit the repurchase of the Company's stock and payment of cash dividends. As of December 25, 2005, the Company was in compliance with these provisions. Under the most restrictive of these provisions, \$213,000 of retained earnings was available for dividends and stock repurchases at December 25, 2005.

Notes payable at December 25, 2005 consists of demand loans due to banks of \$88,902 at an average interest rate of 4.1%. In addition, the Company has approximately \$503,000 available under several interest rate alternatives in unused lines of credit.

Interest expense in 2005, 2004 and 2003 did not differ materially from interest paid, nor did the carrying value of year-end long-term borrowings differ materially from fair value.

The aggregate amount of long-term debt, including capital leases, maturing in the next five years are as follows:

2006	\$ 36,608
2007	30,739
2008	55,896
2009	18,637
2010	—

Note 9—Financial instruments

The Company uses forward rate contracts to manage currency transaction exposure and interest rate swaps for exposure to interest rate changes. These cash flow hedges are recorded on the balance sheet at fair market value and subsequent changes in value are recognized in the statement of income or as part of comprehensive income. Approximately \$1,164 of the amount in accumulated other comprehensive income at December 25, 2005 would be reclassified as expense to the statement of income during 2006 should foreign currency exchange rates and interest rates remain at December 25, 2005 levels.

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

The following table provides financial instruments activity included as part of accumulated other comprehensive income (loss):

	<u>2005</u>	<u>2004</u>
Amount at beginning of year	\$ (1,039)	\$ (657)
Additions and revaluations	(1,789)	(1,935)
Clearance of hedge results to income	845	1,553
Amount at end of year	<u>\$ (1,983)</u>	<u>\$ (1,039)</u>

Note 10—Shareholders' equity and stock compensation plans

The authorized capital of the Company is comprised of 100,000,000 common shares, \$1 par value, and 500,000 preference shares. No preference shares have been outstanding during the last three years.

On July 25, 2005, the Company's Board of Directors authorized the repurchase of up to \$140 million of outstanding Teleflex common stock over twelve months ending July 2006. Under the approved plan, the Company repurchased (in thousands) 690 shares on the open market for an aggregate purchase price of \$46,518 during 2005.

Basic earnings per share is computed by dividing net income by the weighted average number of common shares outstanding during the period. Diluted earnings per share is computed in the same manner except that the weighted average number of shares is increased for dilutive securities. The difference between basic and diluted weighted average common shares results from the assumption that dilutive stock options were exercised. A reconciliation of basic to diluted weighted average shares outstanding is as follows:

	<u>2005</u>	<u>2004</u>	<u>2003</u>
	(Shares in thousands)		
Basic	40,516	40,205	39,598
Dilutive shares assumed issued	442	290	344
Diluted	<u>40,958</u>	<u>40,495</u>	<u>39,942</u>

Weighted average stock options (in thousands) of 199, 790 and 787 were antidilutive and therefore not included in the calculation of earnings per share for 2005, 2004 and 2003, respectively.

Accumulated other comprehensive income at year end consisted of the following:

	<u>2005</u>	<u>2004</u>
Financial instruments marked to market, net of tax	\$ (1,983)	\$ (1,039)
Cumulative translation adjustment	26,189	73,265
Minimum pension liability adjustment, net of tax	(17,592)	(14,618)
Accumulated other comprehensive income	<u>\$ 6,614</u>	<u>\$ 57,608</u>

The Company has stock-based compensation plans that provide for the granting of incentive and non-qualified options to officers and key employees to purchase shares of common stock at the market price of the stock on the dates options are granted. Outstanding options generally are exercisable three to five years after the date of the grant and expire no more than ten years after the grant.

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Options exercisable and shares available for future grant at year end are as follows:

	2005	2004	2003
Options exercisable	871,070	1,046,017	1,053,236
Weighted average option price per share of options exercisable	\$ 43.20	\$ 40.94	\$ 36.33
Weighted average fair value of options granted during the year	\$ 12.45	\$ 10.64	\$ 9.17
Shares available for grant	1,457,764	1,860,247	2,134,066

A summary of the status and changes of shares subject to options outstanding and the related average prices per share follows:

	2005		2004		2003	
	Shares Subject to Options	Average Option Price Per Share	Shares Subject to Options	Average Option Price Per Share	Shares Subject to Options	Average Option Price Per Share
Outstanding, beginning of the year	1,985,713	\$ 43.01	2,228,620	\$ 39.31	1,980,254	\$ 37.98
Granted	557,655	53.36	469,100	49.52	632,950	40.42
Exercised	(570,836)	40.16	(489,599)	32.09	(234,773)	29.82
Forfeited	(163,298)	46.19	(222,408)	43.73	(149,811)	41.30
Outstanding, end of the year	1,809,234	46.82	1,985,713	43.01	2,228,620	39.31

No options expired during the three years ended December 25, 2005.

The following table summarizes information about stock options outstanding at December 25, 2005:

Range of Exercise Prices	Outstanding			Exercisable	
	Number Outstanding	Weighted Average Remaining Contractual Life In Years	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
\$24.00 - \$39.00	357,806	5.6	\$ 34.68	265,419	\$ 33.94
\$41.00 - \$53.00	1,366,428	7.8	\$ 49.15	575,651	\$ 46.78
\$56.00 - \$71.00	85,000	7.8	\$ 60.42	30,000	\$ 56.50

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Note 11—Income taxes

The following table summarizes the components of the provision for income taxes from continuing operations:

	<u>2005</u>	<u>2004</u>	<u>2003</u>
Current:			
Federal	\$ 22,659	\$ 5,681	\$ 14,151
State	(1,407)	1,573	2,218
Foreign	12,461	8,871	12,766
Deferred:			
Federal	17,418	(9,872)	10,982
State	1,602	(377)	941
Foreign	(4,927)	6,919	653
	<u>\$ 47,806</u>	<u>\$ 12,795</u>	<u>\$ 41,711</u>

The following table summarizes the U.S. and non-U.S. components of income from continuing operations before taxes and minority interest:

	<u>2005</u>	<u>2004</u>	<u>2003</u>
United States	\$ 78,632	\$ 18,994	\$ 86,469
Other	129,283	78,144	86,883
	<u>\$ 207,915</u>	<u>\$ 97,138</u>	<u>\$ 173,352</u>

Income taxes paid were \$29,560, \$23,042 and \$22,040 in 2005, 2004 and 2003, respectively.

Reconciliations between the statutory federal income tax rate and the effective income tax rate for 2005, 2004 and 2003 were as follows:

	<u>2005</u>	<u>2004</u>	<u>2003</u>
Federal statutory rate	35.00%	35.00%	35.00%
Export sales benefit	(1.01%)	(2.82%)	(1.57%)
AJCA repatriation benefit	(2.80%)	0.00%	0.00%
Foreign income taxes	(6.65%)	(18.30%)	(9.50%)
State taxes, net of federal benefit	0.06%	1.00%	0.83%
Other, net	(1.61%)	(1.71%)	(0.70%)
	<u>22.99%</u>	<u>13.17%</u>	<u>24.06%</u>

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Significant components of the deferred tax assets and liabilities at year end were as follows:

	<u>2005</u>	<u>2004</u>
Deferred tax assets:		
Tax loss carryforwards	\$ 71,928	\$ 76,123
Intangibles — asset acquisitions	22,342	34,336
Accrued employee benefits	22,467	18,103
Tax credit carryforwards	22,664	8,150
Pension	11,375	11,023
Inventories	9,713	13,299
Bad debts	7,602	2,747
Other reserves and accruals	32,013	12,331
Less: Valuation allowance	(32,598)	(31,689)
Total deferred tax assets	<u>167,506</u>	<u>144,423</u>
Deferred tax liabilities:		
Fixed assets	71,425	75,946
Intangibles — stock acquisitions	62,859	58,900
Foreign exchange	9,140	9,376
Accrued expenses	3,014	3,784
Other	<u>7,842</u>	<u>10,824</u>
Total deferred tax liabilities	<u>154,280</u>	<u>158,830</u>
Net deferred tax asset (liability)	<u>\$ 13,226</u>	<u>\$ (14,407)</u>

At December 25, 2005, the cumulative unremitted earnings of subsidiaries outside the United States, for which no income or withholding taxes have been provided, approximated \$229,304. Such earnings are expected to be reinvested indefinitely and as a result, no deferred tax liability has been recognized with regard to the remittance of such earnings. It is not practicable to estimate the income tax liability that might be incurred if such earnings were remitted to the United States.

Under the tax laws of various jurisdictions in which the Company operates, deductions or credits that cannot be fully utilized for tax purposes during the current year may be carried forward, subject to statutory limitations, to reduce taxable income or taxes payable in a future tax year. At December 25, 2005, the tax effect of such carry forwards approximated \$94,592. Of this amount, \$11,640 has no expiration date, \$6,682 expires after 2005 but before the end of 2010 and \$76,270 expires after 2010. A substantial amount of these loss carryforwards were acquired in an acquisition by the Company in 2004. Therefore, the utilization of these tax attributes is subject to an annual limitation imposed by Section 382 of the Internal Revenue Code. It is not expected that this annual limitation will prevent the Company from utilizing its carryforwards. The determination of state net operating loss carryforwards are dependent upon the U.S. subsidiaries' taxable income or loss, apportionment percentages and other respective state laws, which can change year to year and impact the amount of such carryforward.

The valuation allowance for deferred tax assets of \$32,598 and \$31,689 at December 25, 2005 and December 26, 2004, respectively, relates principally to the uncertainty of the utilization of certain deferred tax assets, primarily tax loss and credit carryforwards in various jurisdictions. The valuation allowance was calculated in accordance with the provisions of SFAS No. 109, which requires that a valuation allowance be established and maintained when it is "more likely than not" that all or a portion of deferred tax assets will not be realized.

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Note 12—Pension and other postretirement benefits

The Company has a number of defined benefit pension and postretirement plans covering eligible U.S. and non-U.S. employees. The defined benefit pension plans are noncontributory. The benefits under these plans are based primarily on years of service and employees' pay near retirement. The Company's funding policy for U.S. plans is to contribute annually, at a minimum, amounts required by applicable laws and regulations. Obligations under non-U.S. plans are systematically provided for by depositing funds with trustees or by book reserves.

The discount rate is established from the 15+ year Merrill Lynch AAA/ AA Bond Index as published by Bloomberg.com. The yield from this index is 5.73% as of December 25, 2005. To satisfy the Company that this index is representative of the obligations of the plan, the Company also compared the projection of expected benefit payments based on the assumptions used for the actuarial valuation to a curve published monthly by Citigroup. Under this analysis, the expected benefit payments are discounted by each corresponding discount rate on the yield curve. Once the present value of the string of benefit payments is established, the Company solves for the single spot rate to apply to all obligations of the plan that will exactly match the previously determined present value. By comparing the results of the yield curve examination to the Merrill Lynch index yield referenced above, the Company is satisfied that 5.75% is a reasonable assumption for the discount rate as of December 25, 2005.

The yield curve which the Company considered is the Citigroup Pension Discount Curve, which is constructed beginning with a U.S. Treasury par curve that reflects the entire Treasury and Separate Trading of Registered Interest and Principal Securities ("STRIPS") market. From the Treasury curve, Citibank produces a AA corporate par curve by adding option-adjusted spreads that are drawn from the AA corporate sector of the Citigroup Broad Investment—Grade Bond Index. Finally, from the AA corporate par curve, Citigroup derives the spot rates that constitute the Pension Discount Curve. For payments beyond 30 years the Company extends the curve assuming that the discount rate derived in year 30 is extended to the end of the plan's payment expectations. This curve provides a conservative result and is only used to determine the reasonableness of the Company's assumption.

The parent Company and certain subsidiaries provide medical, dental and life insurance benefits to pensioners and survivors. The associated plans are unfunded and approved claims are paid from Company funds.

Net benefit cost of pension and postretirement benefit plans consisted of the following:

	Pension			Other Benefits		
	2005	2004	2003	2005	2004	2003
Service cost	\$ 4,716	\$ 4,789	\$ 5,471	\$ 280	\$ 231	\$ 347
Interest cost	11,339	10,871	9,905	1,342	1,283	1,567
Actual return on plan assets	(9,978)	(16,247)	(14,442)	—	—	—
Net amortization and deferral	898	8,149	6,764	740	439	634
Curtailment charge (credit)	(585)	—	—	79	—	219
Net benefit cost	<u>\$ 6,390</u>	<u>\$ 7,562</u>	<u>\$ 7,698</u>	<u>\$ 2,441</u>	<u>\$ 1,953</u>	<u>\$ 2,767</u>

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

The weighted average assumptions for U.S. and foreign plans used in determining net benefit cost were as follows:

	Pension			Other Benefits		
	2005	2004	2003	2005	2004	2003
Discount rate	5.75%	6.5%	7.0%	5.75%	6.5%	7.0%
Rate of return	8.54%	8.66%	8.68%	—	—	—
Initial healthcare trend rate	—	—	—	7.1%	8.0%	7.5%
Ultimate healthcare trend rate	—	—	—	4.5%	4.5%	4.5%

Summarized information on the Company's pension and postretirement benefit plans, measured as of year end, and the net amount recognized on the consolidated balance sheet were as follows:

	Pension		Other Benefits	
	2005	2004	2005	2004
Benefit obligations, beginning of year	\$ 200,854	\$ 174,333	\$ 21,984	\$ 21,822
Service cost	4,716	4,789	280	231
Interest cost	11,339	10,871	1,342	1,283
Amendments	751	(5,672)	748	—
Actuarial loss	9,511	22,955	3,888	1,541
Actuarial gain due to Medicare Part D legislation	—	—	—	(1,051)
Acquisitions	—	(883)	—	—
Currency translation	(4,919)	1,240	—	—
Benefits paid	(8,470)	(6,779)	(1,946)	(1,842)
Curtailments	(6,637)	—	(186)	—
Benefit obligation, end of year	<u>\$ 207,145</u>	<u>\$ 200,854</u>	<u>\$ 26,110</u>	<u>\$ 21,984</u>
Fair value of plan assets, beginning of year	\$ 132,278	\$ 111,402	\$ —	\$ —
Actual return on plan assets	9,977	16,269	—	—
Acquisitions	—	—	—	—
Contributions	11,219	10,884	—	—
Benefits paid	(8,408)	(7,276)	—	—
Currency translation	(630)	999	—	—
Fair value of plan assets, end of year	<u>\$ 144,436</u>	<u>\$ 132,278</u>	<u>\$ —</u>	<u>\$ —</u>
Funded status	\$ (62,709)	\$ (68,576)	\$ (26,110)	\$ (21,984)
Unrecognized transition (asset) obligation	959	(229)	1,509	1,814
Unrecognized net actuarial loss	43,727	46,331	9,288	6,040
Unrecognized prior service cost	(1,360)	(3,854)	558	(130)
Net amount recognized	<u>\$ (19,383)</u>	<u>\$ (26,328)</u>	<u>\$ (14,755)</u>	<u>\$ (14,260)</u>

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

	Pension		Other Benefits	
	2005	2004	2005	2004
Amounts recognized in the consolidated balance sheet:				
Accrued benefit liability	\$ (50,594)	\$ (49,796)	\$ (14,755)	\$ (14,260)
Prepaid benefit cost	740	—	—	—
Intangible asset	2,096	2,529	—	—
Accumulated other comprehensive income	28,375	20,939	—	—
Net amount recognized	<u>\$ (19,383)</u>	<u>\$ (26,328)</u>	<u>\$ (14,755)</u>	<u>\$ (14,260)</u>

The weighted average assumptions for U.S. and foreign plans used in determining benefit obligations as of year end:

	Pension		Other Benefits	
	2005	2004	2005	2004
Discount rate	5.71%	5.77%	5.75%	5.75%
Expected return on plan assets	8.73%	8.55%	—	—
Rate of compensation increase	3.1%	3.1%	—	—
Initial healthcare trend rate	—	—	10.0%	7.1%
Ultimate healthcare trend rate	—	—	4.5%	4.5%

Increasing the assumed healthcare trend rate by 1% would increase the benefit obligation by \$2,061 and would increase the 2005 benefit expense by \$149. Decreasing the trend rate by 1% would decrease the benefit obligation by \$1,766 and would decrease the 2005 benefit expense by \$124.

The accumulated benefit obligation for all U.S. and foreign defined benefit pension plans was \$193,536 and \$186,302 for 2005 and 2004, respectively.

The projected benefit obligation, accumulated benefit obligation, and fair value of plan assets for U.S. and foreign plans with accumulated benefit obligations in excess of plan assets were \$205,457, \$192,039 and \$141,804, respectively for 2005 and \$197,845, \$184,514 and \$129,441, respectively for 2004.

Plan assets are allocated among various categories of equities, fixed income, cash and cash equivalents with professional investment managers whose performance is actively monitored. The target allocation among plan assets allows for variances based on economic and market trends. The primary investment objective is long-term growth of assets in order to meet present and future benefit obligations. The Company periodically conducts an asset/liability modeling study to ensure the investment strategy is aligned with the profile of benefit obligations.

The plan asset allocations for U.S. and foreign plans are as follows:

	Target Allocation	% of Assets	
		2005	2004
Equity securities	60%	68%	68%
Debt securities	30%	18%	18%
Real estate	10%	14%	14%
	<u>100%</u>	<u>100%</u>	<u>100%</u>

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

The Company's contributions to U.S. and foreign pension plans during 2006 are expected to be in the range of \$7 million to \$9 million. Contributions to postretirement healthcare plans during 2006 are expected to be approximately \$2 million. Based upon the Company's evaluation of its cash and debt positions during 2006, the Company may elect to contribute up to approximately \$59 million to its U.S. defined benefit plans, which approximates the maximum allowable under current tax laws.

The Company's expected benefit payments for U.S. and foreign plans for each of the five succeeding years and the aggregate of the five years thereafter is as follows:

	<u>Pension</u>	<u>Other Benefits</u>
2006	\$ 8,000	\$ 2,000
2007	8,400	2,100
2008	8,900	2,100
2009	9,400	2,100
2010	10,000	2,200
Years 2011—2015	60,600	10,600

The Company maintains a number of defined contribution savings plans covering eligible U.S. and non-U.S. employees. The Company partially matches employee contributions. Costs related to these plans were \$8,914, \$9,952 and \$7,445 for 2005, 2004 and 2003, respectively.

Note 13—Commitments and contingent liabilities

Product warranty liability: The Company warrants to the original purchaser of certain of its products that it will, at its option, repair or replace, without charge, such products if they fail due to a manufacturing defect. Warranty periods vary by product. The Company has recourse provisions for certain products that would enable recovery from third parties for amounts paid under the warranty. The Company accrues for product warranties when, based on available information, it is probable that customers will make claims under warranties relating to products that have been sold, and a reasonable estimate of the costs (based on historical claims experience relative to sales) can be made. Set forth below is a reconciliation of the Company's estimated product warranty liability for 2005:

Balance —December 26, 2004	\$ 9,703
Accrued for warranties issued in 2005	12,901
Settlements (cash and in kind)	(9,840)
Accruals related to pre-existing warranties	1,600
Effect of dispositions and translation	(208)
Balance —December 25, 2005	<u>\$ 14,156</u>

Operating leases: The Company uses various leased facilities and equipment in its operations. The terms for these leased assets vary depending on the lease agreement. The Company also has synthetic lease programs that are used primarily for plant and equipment. In connection with the synthetic and other leases, the Company has residual value guarantees in the amount of \$6,859 at December 25, 2005. The Company's future payments cannot exceed the minimum rent obligation plus the residual value guarantee amount. The guarantee amounts are tied to the unamortized lease values of the assets under synthetic lease, and are due should the Company decide neither to renew these leases, nor to exercise its purchase option. At December 25, 2005, the Company had no liabilities recorded for these obligations. Any residual value guarantee amounts paid to the lessor may be recovered by the Company from the sale of the assets to a third party.

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Future minimum lease payments (including residual value guarantee amounts) under noncancelable operating leases are as follows:

2006	\$ 29,709
2007	24,717
2008	21,388
2009	18,863
2010	17,189

Rental expense under operating leases was \$36,734, \$40,827 and \$34,733 in 2005, 2004 and 2003, respectively.

Accounts receivable securitization program: The Company uses an accounts receivable securitization program to gain access to enhanced credit markets and reduce financing costs. As currently structured, the Company sells certain trade receivables on a non-recourse basis to a consolidated special purpose entity, which in turn sells an interest in those receivables to a commercial paper conduit. The conduit issues notes secured by that interest to third party investors. The assets of the special purpose entity are not available to satisfy the obligations of the Company.

During the three months ended March 27, 2005, the Company amended the securitization program agreement. In accordance with the provisions of SFAS No. 140, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities," transfers of assets under the program now qualify as sales of receivables and accordingly, \$40,068 and \$0 of accounts receivable and the related amounts previously recorded in notes payable were removed from the consolidated balance sheet as of December 25, 2005 and December 26, 2004, respectively.

Environmental: The Company is subject to contingencies pursuant to environmental laws and regulations that in the future may require the Company to take further action to correct the effects on the environment of prior disposal practices or releases of chemical or petroleum substances by the Company or other parties. Much of this liability results from the U.S. Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), often referred to as Superfund, the U.S. Resource Conservation and Recovery Act ("RCRA") and similar state laws. These laws require the Company to undertake certain investigative and remedial activities at sites where the Company conducts or once conducted operations or at sites where Company-generated waste was disposed.

Remediation activities vary substantially in duration and cost from site to site. These activities, and their associated costs, depend on the mix of unique site characteristics, evolving remediation technologies, diverse regulatory agencies and enforcement policies, as well as the presence or absence of potentially responsible parties. At December 25, 2005, the Company's consolidated balance sheet included an accrued liability of \$6,317 relating to these matters. Considerable uncertainty exists with respect to these costs and, under adverse changes in circumstances, potential liability may exceed the amount accrued as of December 25, 2005. The time-frame over which the accrued or presently unrecognized amounts may be paid out, based on past history, is estimated to be 15-20 years.

Litigation: The Company is a party to various lawsuits and claims arising in the normal course of business. These lawsuits and claims include actions involving product liability, intellectual property, employment and environmental matters. Based on information currently available, advice of counsel, established reserves and other resources, the Company does not believe that any such actions are likely to be, individually or in the aggregate, material to its business, financial condition, results of operations or liquidity. However, in

TELEFLEX INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

the event of unexpected further developments, it is possible that the ultimate resolution of these matters, or other similar matters, if unfavorable, may be materially adverse to the Company's business, financial condition, results of operations or liquidity. Legal costs such as outside counsel fees and expenses are charged to expense in the period incurred.

In February 2004, a jury verdict of \$34,800 was rendered against one of the Company's subsidiaries in a trademark infringement action. In February 2005, the trial judge entered an order rejecting the jury award in its entirety. Both parties have filed notice to appeal on various grounds. While the Company cannot predict the outcome of the appeals, it will continue to vigorously contest this litigation. No accrual has been recorded in the Company's consolidated financial statements.

Other: The Company has various purchase commitments for materials, supplies and items of permanent investment incident to the ordinary conduct of business. In the aggregate, such commitments are not at prices in excess of current market.

Note 14—Business segments and other information

The Company has determined that its reportable segments are Commercial, Medical and Aerospace.

The Commercial Segment businesses principally design, manufacture and distribute engineered products in the technical areas of driver control, motion control, power and vehicle management and fluid management. The Company's products are used by a wide range of markets including the passenger car and light truck, marine, recreational, mobile power equipment, military, agricultural and construction vehicle, truck and bus and various other industrial equipment sectors.

The Medical Segment businesses develop, manufacture and distribute disposable medical products, surgical instruments and medical devices, and specialty devices that support healthcare providers and medical equipment manufacturers. The Company's products are largely sold and distributed to hospitals and healthcare providers in a range of clinical settings.

The Aerospace Segment businesses develop and provide repair products and services for flight and ground-based turbine engines, manufacture and distribute precision-machined components and design, manufacture and market cargo-handling systems to commercial aviation, military, power generation and industrial markets worldwide.

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Information about continuing operations by business segment is as follows:

	<u>2005</u>	<u>2004</u>	<u>2003</u>
Segment data:			
Commercial	\$ 1,189,645	\$ 1,200,848	\$ 1,089,544
Medical	831,138	736,352	525,785
Aerospace	493,769	453,211	445,567
Revenues	<u>2,514,552</u>	<u>2,390,411</u>	<u>2,060,896</u>
Commercial	81,129	105,665	111,453
Medical	149,956	116,664	84,656
Aerospace	33,444	(10,519)	5,887
Operating profit ⁽¹⁾	264,529	211,810	201,996
Corporate expenses	23,955	31,888	21,464
Net gain on sales of businesses and assets	(14,223)	(2,733)	(3,068)
Restructuring costs	27,066	67,618	—
Minority interest	<u>(20,337)</u>	<u>(19,219)</u>	<u>(16,090)</u>
Income from continuing operations before interest, taxes and minority interest	<u>\$ 248,068</u>	<u>\$ 134,256</u>	<u>\$ 199,690</u>
Identifiable assets:			
Commercial	\$ 813,497	\$ 924,602	\$ 893,459
Medical	1,041,692	1,108,697	569,813
Aerospace	282,836	388,816	458,677
Corporate ⁽²⁾	<u>351,461</u>	<u>215,235</u>	<u>116,808</u>
	<u>\$ 2,489,486</u>	<u>\$ 2,637,350</u>	<u>\$ 2,038,757</u>
Capital expenditures:			
Commercial	\$ 23,526	\$ 28,004	\$ 41,460
Medical	26,523	14,023	14,836
Aerospace	18,147	9,027	17,438
Corporate	<u>1,655</u>	<u>1,884</u>	<u>2,564</u>
	<u>\$ 69,851</u>	<u>\$ 52,938</u>	<u>\$ 76,298</u>
Depreciation and amortization expense:			
Commercial	\$ 42,316	\$ 46,296	\$ 43,776
Medical	38,508	35,772	23,562
Aerospace	17,856	21,997	21,659
Corporate	<u>2,173</u>	<u>2,474</u>	<u>1,864</u>
	<u>\$ 100,853</u>	<u>\$ 106,539</u>	<u>\$ 90,861</u>

(1) Segment operating profit is defined as a segment's revenues reduced by its materials, labor and other product costs along with the segment's selling, engineering and administrative expenses and minority interest. Unallocated corporate expenses, net gain on sales of businesses and assets, restructuring costs, interest income and expense and taxes on income are excluded from the measure.

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

- (2) Identifiable corporate assets include cash, investments in unconsolidated entities, property, plant and equipment and deferred tax assets primarily related to net operating losses and pension and retiree medical plans.

Information about continuing operations in different geographic areas is as follows:

	2005	2004	2003
Revenues (based on business unit location):			
United States	\$ 1,119,978	\$ 1,080,735	\$ 1,007,144
Other Americas	289,915	268,174	201,401
Germany	308,536	276,611	235,242
Other Europe	574,451	560,038	424,292
Asia/ Australia	221,672	204,853	192,817
	<u>\$ 2,514,552</u>	<u>\$ 2,390,411</u>	<u>\$ 2,060,896</u>
Net property, plant and equipment:			
United States	\$ 193,355	\$ 299,951	\$ 313,822
Other Americas	55,022	37,236	40,025
Germany	67,894	91,597	100,769
Other Europe	80,833	103,441	106,159
Asia/ Australia	50,712	52,027	51,543
	<u>\$ 447,816</u>	<u>\$ 584,252</u>	<u>\$ 612,318</u>

Note 15—Discontinued operations and assets held for sale

In August 2005, the Company completed the sale of its automotive pedal systems business and received \$7,500 in gross proceeds. The Company recognized a \$20,874 reduction in the carrying value of this business to the estimated fair value of the business less costs to sell and recognized a loss on the sale of \$1,686 in 2005. During the third quarter of 2005, the Company sold a European medical product sterilization business that was classified as held for sale during the second quarter of 2005 and recognized a pre-tax gain on the sale of \$2,122 in 2005. During the second quarter of 2005, the Company adopted a plan to sell a small medical business. The Company is actively marketing this business and recognized a loss of \$4,560 in 2005 based upon the excess of the carrying value of the business as compared to the estimated fair value of the business less costs to sell. The charge is included in operating income (loss) from discontinued operations. On February 28, 2005, the Company completed the sale of Sermatech International, a surface-engineering/ specialty coatings business. The Company received gross proceeds of \$79,868 and recorded a net gain on the sale of \$34,415 in 2005. For financial statement purposes, the assets, liabilities, results of operations and cash flows of these businesses have been segregated from those of continuing operations and are presented in the Company's consolidated financial statements as discontinued operations and assets and liabilities held for sale.

During the fourth quarter of 2004, the Company recognized a loss of \$50,531 based upon a write-down of the automotive pedal systems business from its carrying value to the estimated fair value of the business less costs to sell. \$44,466 of the write-down applied to long-lived assets, consisting primarily of machinery and equipment. The charge is included in operating income (loss) from discontinued operations.

TELEFLEX INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Concluded)

Revenues of discontinued operations were \$112,515, \$227,967 and \$221,539 for 2005, 2004 and 2003, respectively. Operating income (loss) from discontinued operations was \$2,304, \$(68,262) and \$(5,771) for 2005, 2004 and 2003, respectively.

As part of the Company's previously announced restructuring and divestiture program, the Company determined that assets totaling \$32,789 met the criteria for held for sale classification during 2005. The assets are comprised primarily of land and buildings that are no longer being used in the Company's operations. The Company determined that the carrying value of each asset held for sale did not exceed the estimated fair value of the asset less costs to sell and therefore did not adjust the carrying value of the asset in 2005.

In October 2005, the Company completed the sale of a product line in its Medical Segment. The Company received gross proceeds of \$10,265 and recorded a pre-tax gain on the sale of \$8,989. Also during 2005, the Company sold assets, including assets held for sale totaling \$12,942, and recognized an aggregate net gain on these sales of \$5,234. The Company is actively marketing its remaining assets held for sale.

During 2004, the Company sold six non-strategic businesses resulting in a net pre-tax gain of \$2,733. No individual transaction resulted in a material gain or loss.

During 2003, the Company sold an investment resulting in a pre-tax gain of \$3,068.

Assets and liabilities held for sale are comprised of the following:

	<u>2005</u>	<u>2004</u>
Assets held for sale:		
Accounts receivable, net	\$ 1,341	\$ 32,551
Inventories	47	13,020
Property, plant and equipment	14,451	8,099
Other	1,060	714
Total assets held for sale	<u>\$ 16,899</u>	<u>\$ 54,384</u>
Liabilities held for sale:		
Accounts payable	\$ —	\$ 16,088
Accrued expenses	66	6,223
Deferred income taxes and other	—	5,641
Total liabilities held for sale	<u>\$ 66</u>	<u>\$ 27,952</u>

QUARTERLY DATA (UNAUDITED)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(Dollars in thousands, except per share)			
2005:				
Revenues ⁽¹⁾	\$ 623,600	\$ 657,009	\$ 587,390	\$ 646,553
Gross profit ⁽¹⁾	173,742	190,238	166,063	179,908
Income from continuing operations before interest, taxes and minority interest	50,101	67,362	61,190	69,415
Income from continuing operations	24,865	38,138	35,714	41,055
Income (loss) from discontinued operations	13,861	(9,165)	(2,114)	(3,537)
Net income	38,726	28,973	33,600	37,518
Earnings (losses) per share—basic ⁽²⁾ :				
Income from continuing operations	\$ 0.61	\$ 0.94	\$ 0.88	\$ 1.02
Income (loss) from discontinued operations	0.34	(0.23)	(0.05)	(0.09)
Net income	<u>\$ 0.96</u>	<u>\$ 0.71</u>	<u>\$ 0.83</u>	<u>\$ 0.93</u>
Earnings (losses) per share—diluted ⁽²⁾ :				
Income from continuing operations	\$ 0.61	\$ 0.93	\$ 0.87	\$ 1.00
Income (loss) from discontinued operations	0.34	(0.22)	(0.05)	(0.09)
Net income	<u>\$ 0.95</u>	<u>\$ 0.71</u>	<u>\$ 0.82</u>	<u>\$ 0.92</u>
2004:				
Revenues ⁽¹⁾	\$ 577,279	\$ 592,239	\$ 575,939	\$ 644,954
Gross profit ⁽¹⁾	164,216	169,392	173,140	179,493
Income (loss) from continuing operations before interest, taxes and minority interest	53,547	60,460	45,740	(25,491)
Income (loss) from continuing operations	31,555	36,087	23,484	(26,002)
Loss from discontinued operations	(2,083)	(1,922)	(5,991)	(45,611)
Net income (loss)	29,472	34,165	17,493	(71,613)
Earnings (losses) per share—basic ⁽²⁾ :				
Income (loss) from continuing operations	\$ 0.79	\$ 0.90	\$ 0.58	\$ (0.64)
Loss from discontinued operations	(0.05)	(0.05)	(0.15)	(1.13)
Net income (loss)	<u>\$ 0.74</u>	<u>\$ 0.85</u>	<u>\$ 0.43</u>	<u>\$ (1.77)</u>
Earnings (losses) per share—diluted ⁽²⁾ :				
Income (loss) from continuing operations	\$ 0.78	\$ 0.89	\$ 0.58	\$ (0.64)
Loss from discontinued operations	(0.05)	(0.05)	(0.15)	(1.12)
Net income (loss)	<u>\$ 0.73</u>	<u>\$ 0.84</u>	<u>\$ 0.43</u>	<u>\$ (1.77)</u>

(1) Amounts exclude the impact of the automotive pedal systems business, Sermatech International business, European medical product sterilization business and small medical business, which have been presented in the Company's consolidated financial results as discontinued operations.

(2) The sum of the quarterly per share amounts may not equal per share amounts reported for year-to-date periods. This is due to changes in the number of weighted average shares outstanding and the effects of rounding for each period.

TELEFLEX INCORPORATED

SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS

ALLOWANCE FOR DOUBTFUL ACCOUNTS

	Balance at Beginning of Year	Additions Charged to Income	Doubtful Accounts Written Off	Translation and Other	Balance at End of Year
December 25, 2005	\$ 11,296	\$ 2,773	\$ (2,310)	\$ (1,669)	\$ 10,090
December 26, 2004	\$ 9,273	\$ 3,726	\$ (3,697)	\$ 1,994	\$ 11,296
December 28, 2003	\$ 9,955	\$ 3,099	\$ (4,314)	\$ 533	\$ 9,273

INVENTORY RESERVE

	Balance at Beginning of Year	Additions Charged to Income	Inventory Write-offs	Translation and Other	Balance at End of Year
December 25, 2005:					
Raw materials	\$ 25,368	\$ 4,836	\$ (9,865)	\$ (272)	\$ 20,067
Work-in-process	1,660	506	(458)	(73)	1,635
Finished goods	34,248	5,187	(13,964)	(2,600)	22,871
	<u>\$ 61,276</u>	<u>\$ 10,529</u>	<u>\$ (24,287)</u>	<u>\$ (2,945)</u>	<u>\$ 44,573</u>
December 26, 2004:					
Raw materials	\$ 15,100	\$ 14,820	\$ (6,803)	\$ 2,251	\$ 25,368
Work-in-process	1,137	646	(37)	(86)	1,660
Finished goods	26,350	11,155	(4,251)	994	34,248
	<u>\$ 42,587</u>	<u>\$ 26,621</u>	<u>\$ (11,091)</u>	<u>\$ 3,159</u>	<u>\$ 61,276</u>

INDEX TO EXHIBITS

The following exhibits are filed as part of, or incorporated by referenced into, this report:

<u>Exhibit No.</u>		
*3.1	—	Articles of Incorporation of the Company (except for Article Thirteenth and the first paragraph of Article Fourth) are incorporated herein by reference to Exhibit 3(a) to the Company's Form 10-Q for the period ended June 30, 1985. Article Thirteenth of the Company's Articles of Incorporation is incorporated herein by reference to Exhibit 3 of the Company's Form 10-Q for the period ended June 28, 1987. The first paragraph of Article Fourth of the Company's Articles of Incorporation is incorporated herein by reference to Exhibit 3(a) of the Company's Form 10-K for the year ended December 27, 1998.
3.2	—	Amended and Restated Bylaws of the Company.
*4.1	—	Shareholders' Rights Plan of the Company (incorporated herein by reference to the Company's Form 8-K dated December 7, 1998).
*10.1	—	1990 Stock Compensation Plan (incorporated herein by reference to the Company's registration statement on Form S-8 (Registration No. 33-34753), revised and restated as of December 1, 1997 incorporated by reference to Exhibit 10(b) of the Company's Form 10-K for the year ended December 28, 1997. As subsequently amended and restated on Form S-8 (Registration No. 333-59814) which is herein incorporated by reference).
*10.2	—	Salaried Employees' Pension Plan, as amended and restated in its entirety, effective July 1, 1989 and the retirement income plan as amended and restated in its entirety effective January 1, 1994 and related Trust Agreements, dated July 1, 1994 (incorporated by reference to the Company's Form 10-K for the year ended December 25, 1994).
+*10.3	—	Description of deferred compensation arrangement between the Company and L. K. Black (incorporated by reference to the Company's definitive Proxy Statement for the 2005 Annual Meeting of Shareholders).
*10.4	—	Teleflex Incorporated Deferred Compensation Plan effective as of January 1, 1995, and amended and restated on Form S-8 (Registration No. 333-77601) (incorporated by reference to Exhibit 10(f) of the Company's Form 10-K for the year ended December 27, 1998).
+*10.5	—	Information on the Company's Profit Participation Plan, insurance arrangements with certain officers and deferred compensation arrangements with certain officers, non-qualified supplementary pension plan for salaried employees and compensation arrangements with directors (incorporated by reference to the Company's definitive Proxy Statement for the 2005 Annual Meeting of Shareholders).
*10.6	—	Voluntary Investment Plan of the Company (incorporated by reference to Exhibit 28 of the Company's registration statement on Form S-8 (Registration No. 2-98715), as amended and revised on Form S-8 (Registration No. 333-101005), filed November 5, 2002).
*10.7	—	2000 Stock Compensation Plan (incorporated herein by reference to the Company's registration statement on Form S-8 (Registration No. 333-38224), filed on May 31, 2000).
*10.8	—	Global Employee Stock Purchase Plan of the Company (incorporated herein by reference to the Company's registration statement on Form S-8 (Registration No. 333-41654) filed on July 18, 2000).
+*10.9	—	Letter Agreement, dated as of July 2, 2004, between the Company and Martin S. Headley (incorporated by reference to Exhibit 10(i) of the Company's Form 10-K filed on March 9, 2005).

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<u>Exhibit No.</u>		
+*10.10	—	Letter Agreement, dated as of September 23, 2004, between the Company and Laurence G. Miller (incorporated by reference to Exhibit 10(j) of the Company's Form 10-K filed on March 9, 2005).
+*10.11	—	Executive Change In Control Agreement, dated as of June 21, 2005, between the Company and Jeffrey P. Black (incorporated by reference to Exhibit 10(m) of the Company's Form 10-Q filed on July 27, 2005).
+*10.12	—	Executive Change In Control Agreement, dated as of June 21, 2005, between the Company and Martin S. Headley (incorporated by reference to Exhibit 10(m) of the Company's Form 10-Q filed on July 27, 2005).
+*10.13	—	Executive Change In Control Agreement, dated as of June 21, 2005, between the Company and Clark D. Handy (incorporated by reference to Exhibit 10(n) of the Company's Form 10-Q filed on July 27, 2005).
+*10.14	—	Executive Change In Control Agreement, dated as of June 21, 2005, between the Company and Laurence G. Miller (incorporated by reference to Exhibit 10(o) of the Company's Form 10-Q filed on July 27, 2005).
+*10.15	—	Executive Change In Control Agreement, dated as of June 21, 2005, between the Company and Kevin K. Gordon (incorporated by reference to Exhibit 10(p) of the Company's Form 10-Q filed on July 27, 2005).
+10.16	—	Executive Change In Control Agreement, dated as of June 21, 2005, between the Company and Vincent Northfield.
+10.17	—	Executive Change In Control Agreement, dated as of June 21, 2005, between the Company and Forrest Whittaker.
+10.18	—	Executive Change In Control Agreement, dated as of July 13, 2005, between the Company and John Suddarth.
+*10.19	—	Agreement, dated as of March 7, 2005, between the Company and John J. Sickler (incorporated by reference to Exhibit 99.1 of the Company's Form 8-K filed on March 9, 2005).
+10.20		Letter Agreement, dated as of February 25, 2003, between the Company and Forrest Whittaker.
*14	—	Code of Ethics policy applicable to the Company's Chief Executive Officer and senior financial officers (incorporated by reference to Exhibit 14 of the Company's Form 10-K filed on March 11, 2004).
21	—	Subsidiaries of the Company.
23	—	Consent of Independent Registered Public Accounting Firm.
31.1	—	Certification of Chief Executive Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	—	Certification of Chief Financial Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	—	Certification of Chief Executive Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	—	Certification of Chief Financial Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* Each such exhibit has heretofore been filed with the Securities and Exchange Commission as part of the filing indicated and is incorporated herein by reference.

+ Indicates management contract or compensatory plan or arrangement required to be filed pursuant to Item 15(b) of this report.

AMENDED AND RESTATED BYLAWS

OF

TELEFLEX INCORPORATED

ARTICLE I

OFFICES

1.1. Registered Office. The registered office of the Company within the State of Delaware shall be in the City of Wilmington, County of New Castle, and the name of the registered agent shall be CSC-The United States Corporation Company.

1.2. Other Offices. The Company may also have offices and places of business at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the Company may require.

ARTICLE II

STOCKHOLDERS

2.1. Meetings.

2.1.1. Place. Meetings of the stockholders shall be held at such place as may be designated by the board of directors.

2.1.2. Annual Meeting. An annual meeting of the stockholders for the election of directors and for other business shall be held on such date and at such time as may be fixed by the board of directors.

2.1.3. Special Meetings. Special meetings of the stockholders may be called at any time by the board of directors. Stockholders shall not be entitled to call a special meeting of the stockholders.

2.1.4. Quorum. The presence, in person or by proxy, of the holders of a majority of the issued and outstanding shares of stock of the Company entitled to vote on a particular matter shall constitute a quorum for the purpose of considering such matter. If, however, such quorum shall not be present or represented at any meeting of stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, at which time any business may be transacted which might have been transacted at the meeting as originally noticed. If after any such adjournment the board of directors shall fix a new record date for the adjourned meeting or if the adjournment is for more than 30 days, a notice of such adjourned meeting shall be given as provided in Section 2.1.6 of these amended and restated bylaws.

2.1.5. Voting Rights. Except as otherwise provided herein, in the restated certificate of incorporation or by law, every stockholder shall have the right at every meeting of stockholders to one vote for every share standing in the name of such stockholder on the books of the Company that is entitled to vote at such meeting. Every stockholder may vote either in person or by proxy.

2.1.6. Notice of Meetings; Waiver.

(a) Written notice of the place, date and hour of the meeting of the stockholders, and, in the case of a special meeting, the purpose or purposes for which such meeting is called, shall be delivered not less than 10 nor more than 60 days prior to the meeting, either personally, by mail or by electronic

transmission as permitted by law, by or at the direction of the board of directors, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as it appears on the stock transfer books of the Company.

(b) No notice of any meeting of stockholders need be given to any stockholder who submits a signed waiver of notice, whether before or after the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in a written waiver of notice. The attendance of any stockholder at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.2. Notice of Stockholder Business and Nominations.

2.2.1. Annual Meetings of Stockholders.

(a) Nominations of persons for election to the board of directors of the Company and the proposal of business to be considered by the stockholders at an annual meeting of stockholders may be made (i) by or at the direction of the board of directors, or (ii) by any stockholder of the Company who is entitled to vote at the meeting, who complies with the notice procedures set forth in clauses (b), (c) and (d) of this Section 2.2.1 and who was a stockholder of record at the time such notice is delivered to the secretary or any assistant secretary of the Company.

(b) For nominations or other business to be properly brought before an annual meeting by a stockholder, pursuant to clause (ii) of paragraph (a) of this Section 2.2.1, the stockholder must have given timely notice thereof in writing to the secretary or any assistant secretary of the Company. To be timely, a stockholder's notice must be given, either by personal delivery or by United States certified mail, postage prepaid, and received at the principal executive offices of the Company (i) not less than 120 days nor more than 150 days before the first anniversary of the date of the Company's proxy statement in connection with the last annual meeting of stockholders or (ii) if no annual meeting was held in the previous year or the date of the applicable annual meeting has been changed by more than 30 days from the date of the previous year's annual meeting, not less than 10 days following the earlier of the day on which

notice of the meeting date was mailed and the public announcement of such meeting date. In no event shall the adjournment of an annual meeting commence a new time period for the giving of a stockholder's notice as described above.

(c) For nominations, such stockholder's notice shall set forth (i) as to each person whom the stockholder proposes to nominate for election as a director, (A) the name, age, business address and residential address of such person, (B) the principal occupation or employment of such person, (C) the class, series and number of shares of stock of the Company that are beneficially owned by such person, (D) any other information relating to such person that is required to be disclosed in solicitations of proxies for election of directors or is otherwise required by the rules and regulations of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934 (the "Exchange Act") and (E) the written consent of such person to be named in the proxy statement as a nominee and to serve as a director if elected and (ii) as to the stockholder giving the notice, (A) the name, and business address and residential address, as they appear on the Company's stock transfer books, of such stockholder, (B) a representation that such stockholder is a stockholder of record and intends to appear in person or by proxy at such meeting to nominate the person or persons specified in the notice, (C) the class, series and number of shares of stock of the Company beneficially owned by such stockholder and (D)

a description of all arrangements or understandings between such stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by such stockholder. The secretary or any assistant secretary shall deliver each such stockholder's notice that has been timely received to the board of directors or a committee designated by the board of directors for review.

(d) As to any other business that the stockholder proposes to bring before the meeting, such stockholder's notice shall set forth (A) a brief description of the business desired to be brought before the annual meeting, including the complete text of any resolutions to be presented at the annual meeting, and the reasons for conducting such business at the annual meeting, (B) the name, business address and residential address, as they appear on the Company's stock transfer books, of such stockholder proposing such business, (C) a representation that such stockholder is a stockholder of record and intends to appear in person or by proxy at such meeting to bring the business before the meeting specified in the notice, (D) the class, series and number of shares of stock of the Company beneficially owned by the stockholder and (E) any material interest of the stockholder in such business. The secretary or any assistant secretary shall deliver each such stockholder's notice that has been timely received to the board of directors or a committee designated by the board of directors for review.

2.2.2. Special Meetings of Stockholders. Only such business as shall have been brought before the special meeting of the stockholders pursuant to the Company's notice of meeting pursuant to Section 2.1.6 of these bylaws shall be conducted at such meeting. Nominations of persons for election to the board of directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Company's notice of meeting by or at the direction of the board of directors. Nominations by stockholders of persons for election to the board of directors may be made at such special meeting of stockholders if the stockholder's notice as required by Section 2.2.1(c) of these bylaws shall be delivered to the secretary or any assistant secretary at the principal executive offices of the Company not earlier than the 150th

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day prior to such special meeting and not later than the close of business on the later of the 120th day prior to such special meeting or the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the board of directors to be elected at such meeting. In no event shall the adjournment of a special meeting commence a new time period for the giving of a stockholder's notice as described above.

2.2.3. General.

(a) Only persons who are nominated in accordance with the procedures set forth in these bylaws shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in these bylaws. Except as otherwise provided by law, the restated certificate of incorporation or herein, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the procedures set forth in these bylaws and, if any proposed nomination or business is not in compliance with these bylaws, to declare that such defective proposal or nomination shall be disregarded.

(b) For purposes of these bylaws, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Company with the Securities and Exchange Commission pursuant to Section 13, 14, or 15(d) of the Exchange Act.

(c) Notwithstanding the foregoing provisions of these bylaws, a

stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in these bylaws shall be deemed to affect any right of stockholders to request inclusion of proposals in the Company's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

2.2.4. No Stockholder Action by Written Consent or Telephone Conference. Any action required or permitted to be taken by the stockholders of the Company must be effected at a duly called annual or special meeting of the stockholders of the Company, and the ability of the stockholders to consent in writing or by telephone to the taking of any action is specifically denied.

ARTICLE III

DIRECTORS

3.1. * Number; Qualification; Term of Office. The number of directors constituting the entire board of directors shall not be less than 6 nor more than 15, the exact number of directors to be fixed from time to time only by the determination of a majority of the entire board. The notice of annual meeting of stockholders each year shall include a statement as to the number of directors who will constitute the entire board of directors as so determined.

The directors shall be divided into three classes: Class I, Class II and Class III. Such classes shall be as nearly equal in number as possible. The term of office of the initial Class I

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directors shall expire at the annual meeting of stockholders in 1979; the term of office of the initial Class II directors shall expire at the annual meeting of stockholders in 1980; and the term of office of the initial Class III directors shall expire at the annual meeting of stockholders in 1981; or in each case thereafter when their respective successors are elected and have qualified or upon their earlier death, resignation or removal. At each annual election held after classification and the initial election of directors according to classes, the directors chosen to succeed those whose terms then expire shall be identified as being of the same class as the directors they succeed and shall be elected for a term expiring at the third succeeding annual meeting of stockholders or in each case thereafter when their respective successors are elected and have qualified or upon their earlier death, resignation or removal. If the number of directors is changed, any increase or decrease in directors shall be apportioned among the classes so as to maintain all classes as nearly equal in number as possible and any individual director elected to any class shall hold office for a term which shall coincide with the term of such class.

*Interpretative note: For purposes of coordination with the Company's restated certificate of incorporation, the above Section 3.1 represents the section 5.1 of Article 5 of the Company's bylaws referenced in Article SIXTH of the Company's restated certificate of incorporation.

3.2. Election. Except as otherwise provided in the restated certificate of incorporation or by law, at each meeting of the stockholders for the election of directors, provided a quorum is present, the directors shall be elected by a plurality of the votes cast in such election.

3.3. Meetings.

3.3.1. Place. Meetings of the board of directors shall be held at such place as may be designated by the board or in the notice of the meeting.

3.3.2. Regular Meetings. Regular meetings of the board of directors shall be held at such times as the board may designate. Notice of regular meetings need not be given.

3.3.3. Special Meetings. Special meetings of the board of directors may be

called by direction of the chairman of the board or president or any two members of the board on five days' notice to each director, either personally, by mail or by electronic transmission.

3.3.4. Quorum. A majority of all the directors in office shall constitute a quorum for the transaction of business at any meeting.

3.3.5. Voting. Except as otherwise provided herein, in the restated certificate of incorporation or by law, the vote of a majority of the directors present at any meeting at which a quorum is present shall constitute the act of the board of directors.

3.3.6. Committees. The board of directors may, by resolution adopted by a majority of the whole board, designate one or more committees, each committee to consist of one or more directors and such alternate members (also directors) as may be designated by the board. Unless otherwise provided herein, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another director to

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act at the meeting in the place of any such absent or disqualified member. Except as otherwise provided herein, in the restated certificate of incorporation or by law, any such committee shall have and may exercise the powers of the full board of directors to the extent provided in the resolution of the board directing the committee, except that no such committee shall be empowered to act on behalf of the board of directors (i) to fix the number of directors to constitute the full board pursuant to Section 3.1 of these bylaws, (ii) approve any transaction described in Article FIFTH of the Company's restated certificate of incorporation pursuant to paragraph (2) thereof, (iii) to remove any director pursuant to Article SEVENTH of the Company's restated certificate of incorporation, or (iv) to amend these bylaws.

3.4. Removal of Directors. Except as otherwise provided by law or the restated certificate of incorporation, any director may be removed at any time, but only for cause upon the affirmative vote of the holders of a majority of the combined voting power of the then outstanding stock of the Company entitled to vote generally in the election of directors at any meeting of such stockholders, including meetings called expressly for that purpose, and at which a quorum of stockholders is present; and the vacancy in the board caused by any such removal may be filled by the board of directors in the manner provided in Section 3.5 of this Article III.

3.5. * Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors becoming effective otherwise than at a meeting of stockholders and vacancies occurring in the board for any reason may be filled by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director, at any meeting of the board. Newly created directorships shall be assigned by the board to one of the classes described in Section 3.1. The person so elected to fill such directorship shall hold office until the expiration of the term of the class to which such directorship has been assigned and until such person's successor shall be duly elected and qualified or until such person's earlier death, resignation or removal. A director elected to fill a vacancy shall be elected to hold office until the expiration of the term of the class to which he has been elected and until his successor shall be duly elected and qualified or until his earlier death, resignation or removal.

*Interpretative note: For purposes of coordination with the Company's restated certificate of incorporation, the above Section 3.5 represents the section 5.3 of Article 5 of the Company's bylaws referenced in Article SIXTH of the Company's restated certificate of incorporation.

OFFICERS

4.1. Election. At its first meeting after each annual meeting of the stockholders, the board of directors shall elect a chairman of the board who may, but shall not be required to, be the chief executive officer, one or more presidents, treasurer, secretary and such other officers as it deems advisable.

4.2. Authority, Duties and Compensation. The officers shall have such authority, perform such duties and serve for such compensation as may be determined by resolution of the board of

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directors. The chief executive officer and shall have general supervision over the business and operations of the Company, may perform any act and execute any instrument for the conduct of such business and operations and shall preside at all meetings of the board and stockholders and the other officers shall have the duties customarily related to their respective offices.

4.3. Tenure and Removal. The officers of the Company shall be elected or appointed to hold office until their respective successors are elected or appointed. All officers shall hold office at the pleasure of the board of directors, and any officer elected or appointed by the board of directors may be removed at any time by the board of directors for cause or without cause at any regular or special meeting.

ARTICLE V

INDEMNIFICATION

5.1. Nature of Indemnity. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (a "Proceeding"), whether civil, criminal, administrative, arbitrative, or investigative, or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was or has agreed to become a director or officer of the Company, or is or was serving or has agreed to serve at the request of the Company as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, limited liability company, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, provided that he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding had no reasonable cause to believe his or her conduct was unlawful. The indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability. In the case of an action or suit by or in the right of the Company to procure a judgment in its favor (1) the indemnification of a director or officer shall be limited to expenses (including attorneys' fees) actually and reasonably incurred by such person in the defense or settlement of such action or suit, and (2) no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper. Notwithstanding the foregoing, but subject to Section 5.5 of these bylaws, the Company shall not be obligated to indemnify a director or officer of the Company in respect of a Proceeding (or

part thereof) instituted by such Director or officer, unless such Proceeding (or part thereof) has been authorized by the board of directors.

The termination of any action, suit or proceeding by judgment, order, settlement,

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conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

5.2. Successful Defense. To the extent that a present or former director or officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.1 of these bylaws or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

5.3. Determination that Indemnification is Proper. Any indemnification of a present or former director or officer of the Company under Section 5.1 of these bylaws (unless ordered by a court) shall be made by the Company unless a determination is made that indemnification of the Director or officer is not proper in the circumstances because he or she has not met the applicable standard of conduct set forth in Section 5.1 of these bylaws. Any such determination shall be made (1) by a majority vote of the Directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (3) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

5.4. Advance Payment of Expenses. The right to indemnification conferred in this Article V shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under Sections 5.1, 5.2, and 5.3 who was, is, or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Article V or otherwise. The Board of Directors may authorize the Company's counsel to represent such present or former Director or officer in any action, suit or proceeding, whether or not the Company is a party to such action, suit or proceeding.

5.5. Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the Company under Sections 5.1, 5.2, and 5.3 of these bylaws, or advance of costs, charges and expenses to a director or officer under Section 5.4 of these bylaws, shall be made promptly, and in any event within thirty days, upon the written request of such person. If a determination by the Company that the director or officer is entitled to indemnification pursuant to this Article is required, and the Company fails to respond within sixty days to a written request for indemnity, the Company shall be deemed to have approved such request. If the Company denies a written request for indemnity or advancement of expenses, in whole or in part, or if payment in full pursuant to such request is not made within thirty days, the right to

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indemnification or advances as granted by this Article shall be enforceable by the Director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Company. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of costs, charges and expenses under Section 5.4 of these bylaws where the required undertaking, if any, has been received by or tendered to the Company) that the claimant has not met the standard of conduct set forth in Section 5.1 of these bylaws, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its Board of Directors, its independent legal counsel, and its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 5.1 of these bylaws, nor the fact that there has been an actual determination by the Company (including its Board of Directors, its independent legal counsel, and its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to such action or create a presumption that the claimant has not met the applicable standard of conduct.

5.6. Survival; Preservation of Other Rights. The foregoing indemnification provisions shall be deemed to be a contract between the Company and each director or officer who serves in any such capacity at any time while these provisions are in effect and any repeal or modification thereof shall not affect any right or obligation then existing with respect to any state of facts then or previously existing or any action, suit or proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a "contract right" may not be modified retroactively without the consent of such director or officer.

The indemnification and the advancement and payment of expenses provided by this Article V shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, common or statutory law, provision of the Certificate of Incorporation, agreement, vote of stockholders or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

5.7. Insurance. The Company shall purchase and maintain insurance, at its expense, to protect the Company and any person who is or was or has agreed to become a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic Company, limited liability company, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any expense, liability, or loss asserted against him or her or incurred by him or her or on his or her behalf in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article, provided that such insurance is available on acceptable terms, which determination shall be made by a vote of a majority of the entire Board of Directors.

5.8. Severability. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold

harmless each director or officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement with respect

to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

5.9. Appearance as a Witness. Notwithstanding any other provision of this Article V, the Company shall pay or reimburse expenses incurred by a director or officer in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

5.10. Indemnification of Employees and Agents. The Company, by adoption of a resolution of the Board of Directors, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to directors and officers under this Article V; and, the Company may indemnify and advance expenses to persons who are not or were not directors, officers, employees or agents of the Company but who are or were serving at the request of the Company as director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, limited liability company, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to directors and officers of the Company under this Article V.

5.11. Certain Defined Terms. For purposes of this Article V, references to the "Company" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, trustees, employees or agents, so that any person who is or was a director, officer, trustee, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

For purposes of this Article V, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a director, officer, trustee, employee or agent of the Company which imposes duties on, or involves service by, such director, officer, trustee, employee or agent with respect to any employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner not opposed to the best interests of the Company for purposes of this Article V.

ARTICLE VI

TRANSFER OF SHARE CERTIFICATES

Transfers of share certificates and the shares represented thereby shall be made on the books of the Company only by the registered holder or by duly authorized attorney. Transfers shall be made only on surrender of the share certificate or certificates.

ARTICLE VII*

AMENDMENTS

Except as may be provided in the Certificate of Incorporation of the Company (or any restatement thereof), these by-laws may be altered or repealed at any annual or special meeting of the stockholders at which a quorum is present or represented, provided notice of the proposed alteration or repeal be contained in the notice of such annual or special meeting, or by the affirmative vote of a majority of the board of directors at any regular meeting of the board or at any special meeting of the board if notice of the proposed alteration or repeal be contained in the notice of such special meeting; provided, however, that no change of the time or place of the meeting for the election of directors shall be made within 60 days next before the day on which such meeting is to be held, and that in case of any change of such time or place, notice thereof shall be given to each stockholder in person or by letter mailed to his last known post office address at least twenty days before the meeting is held.

*Interpretative note: For purposes of coordination with the Company's restated certificate of incorporation, the above Article VII represents the section 13.1 of Article 13 of the Company's bylaws referenced in Article SIXTH of the Company's restated certificate of incorporation.

EXECUTIVE CHANGE IN CONTROL AGREEMENT

This Executive Severance Agreement made as of the 21st day of June, 2005, by and between Teleflex Incorporated (the "Company") and Vince Northfield ("Employee").

WHEREAS, Employee is an executive of the Company; and

WHEREAS, the Board of Directors of the Company believes that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of Employee to the Company without distraction, notwithstanding that the Company could be subject to a Change of Control, and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of key management personnel to the detriment of the Company; and

WHEREAS, in consideration for Employee agreeing to continue in employment with the Company and agreeing to keep Company information confidential, the Company agrees that Employee shall receive the compensation set forth in this Agreement in the event Employee's employment with the Company is terminated without Cause or Employee terminates employment for Good Reason, upon or after a Change of Control;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions.

"Base Salary" shall mean the highest annualized base rate of salary being paid to Employee in all capacities with the Company, together with any and all salary reduction authorized amounts under any of the Company's benefit plans or programs, at the time of the Change of Control or any time thereafter.

"Benefit Period" shall mean the period beginning on Employee's Termination Date and ending on the first to occur of (a) the second anniversary of the Commencement Date or (b) the first date on which Employee is employed by another employer and is eligible to participate in a health plan of Employee's new employer.

"Board" shall mean the board of directors of the Company.

"Bonus Plan" shall mean a plan of the Company providing for the payment of a cash bonus to Employee, including the Company's Profit Participation Plan and the Company's Long Term Incentive Plan.

"Cause" shall mean (a) misappropriation of funds, (b) conviction of a crime involving moral turpitude, or (c) gross negligence in the performance of duties, which gross negligence has had a material adverse effect on the business, operations, assets, properties or financial condition of the Company and its subsidiaries taken as a whole.

"Commencement Date" shall mean the first day of the seventh month beginning after Employee's Termination Date, unless earlier payment of compensation or benefits under this Agreement is permissible under Section 409A of the Code, in which case Commencement Date shall mean the earliest such permissible date.

"Change of Control" shall mean one of the following shall have taken place after the date of this Agreement:

(a) any "person" (as such term is used in Sections 13(d) or 14(d) of the

Exchange Act) (other than the Company, any majority controlled subsidiary of the Company, or the fiduciaries of any Company benefit plans) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of 20% or more of the total voting power of the voting securities of the Company then outstanding and entitled to vote generally in the election of directors of the Company; provided, however, that no Change of Control shall occur upon the acquisition of securities directly from the Company;

(b) individuals who, as of the beginning of any 24 month period, constitute the Board (as of the date hereof the "Incumbent Board") cease for any reason during such 24 month period to constitute at least a majority of the Board, provided that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Company;

(c) consummation of (i) a merger, consolidation or reorganization of the Company, in each case, with respect to which all or substantially all of the individuals and entities who were the respective beneficial owners of the voting securities of the Company immediately prior to such merger, consolidation or reorganization do not, following such merger, consolidation or reorganization, beneficially own, directly or indirectly, at least 65% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity or entities resulting from such merger, consolidation or reorganization, (ii) a complete liquidation or dissolution of the Company or (iii) a sale or other disposition of all or substantially all of the assets of the Company, unless at least 65% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity or entities that acquire such assets are beneficially owned by individuals or entities

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who or that were beneficial owners of the voting securities of the Company immediately before such sale or other disposition; or

(d) consummation of any other transaction determined by resolution of the Board to constitute a Change of Control.

"Code" means the Internal Revenue Code of 1986, as amended.

"Component Target Amount" shall have the meaning specified therefor in the definition of "Target Bonus" in this Section 1.

"Disability" shall mean Employee's continuous illness, injury or incapacity for a period of six consecutive months.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Good Reason" means a Termination of Employment initiated by Employee by Notice of Termination, in accordance with Section 2 hereof, upon one or more of the following occurrences; provided that as soon as practicable after Employee becomes aware of such occurrence and before such Notice of Termination is given, Employee shall have given notice of Good Reason to the Company and the Company shall not have fully corrected the situation within 10 days after such notice of Good Reason:

(a) any failure of the Company to comply with and satisfy any of the material terms of this Agreement;

(b) any significant reduction by the Company of the title, duties, job responsibilities, reporting relationship or position of Employee;

(c) any reduction in Employee's Base Salary; or

(d) the moving of the principal office of the Company to which Employee is assigned to a location more than 25 miles from its location on the date of the Change of Control.

"Performance Period" applicable to any Target Amount under a Bonus Plan shall mean the period of time in which the performance goals applicable to the determination of cash bonus awards pursuant to such Bonus Plan are measured.

"Target Amount" in respect of a bonus payable to Employee pursuant to any Bonus Plan shall mean the amount specified in the Company's records pertaining to such Bonus Plan as the "target amount" of cash bonus which would be payable to Employee if specified conditions were fulfilled.

"Target Bonus" shall mean the sum of the Target Amounts (each a "Component Target Amount") which would be payable in the year immediately

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following the Termination Year pursuant to all Bonus Plans if all of the conditions for the payment of each Component Target Amount were fulfilled, without regard to whether such conditions are actually fulfilled; provided that, if a Target Amount has not been determined for any such Bonus Plan on or before the Termination Date, the Target Amount for such Bonus Plan which would have been payable in the Termination Year shall be substituted for such undetermined Target Amount in the foregoing calculation of the "Target Bonus."

"Termination Date" shall mean the date of receipt of the Notice of Termination described in Section 2 hereof or any later date specified therein as the effective date of Employee's Termination of Employment, as the case may be.

"Termination of Employment" shall mean the termination of Employee's active employment relationship with the Company.

"Termination following a Change of Control" shall mean a Termination of Employment upon or within two years after a Change of Control either:

(a) initiated by the Company for any reason other than Disability or Cause; or

(b) initiated by Employee for Good Reason.

"Termination Year" shall mean the year in which Employee's Termination Date occurs.

2. Notice of Termination. Any Termination of Employment shall be communicated by a Notice of Termination to the other party hereto given in accordance with Section 14 hereof. For purposes of this Agreement, a "Notice of Termination" means a written notice which (a) indicates the specific reasons for the termination, (b) briefly summarizes the facts and circumstances deemed to provide a basis for termination of Employee's employment, and (c) if the Termination Date is other than the date of receipt of such notice, specifies the Termination Date (which date shall not be more than 15 days after the giving of such notice).

3. Compensation upon Termination following a Change of Control. Subject to the provisions of subsection (d) below and Sections 5 and 6 hereof, in the event of Employee's Termination following a Change of Control, Employee shall be entitled to receive the following payments and benefits from the Company:

(a) Within 15 days after the Termination Date, Employee shall receive a lump sum cash payment equal to Employee's unpaid base salary earned through the Termination Date.

(b) If a bonus awarded to Employee pursuant to any Bonus Plan for payment

in the Termination Year shall not have been paid to Employee, Employee shall receive the amount of such award within 15 days after the Termination Date. If no such bonus shall have been awarded to Employee under any Bonus Plan, on the

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Commencement Date Employee shall receive a lump sum cash payment in the amount of the sum of the Target Amounts under each such Bonus Plan referred to in the immediately preceding sentence which would have been payable to Employee in the Termination Year.

(c) On the Commencement Date, Employee shall receive a lump sum cash payment equal to the sum of (i) a pro-rated amount of the Target Bonus, (ii) the amount (if any) paid by Employee for health care continuation coverage (COBRA) for the period from the Termination Date to the date of such lump sum payment and (iii) the actuarial present value, determined on the basis of the applicable actuarial assumptions under the Teleflex Incorporated Retirement Income Plan (the "TRIP") as of the Commencement Date, of the additional accruals with which Employee would have been credited under each of the TRIP and the Teleflex Incorporated Supplemental Executive Retirement Plan in which Employee participates as of the Termination Date, if Employee were credited with two additional Years of Benefit Service (as defined in the TRIP), received Base Salary and Target Bonus throughout such additional two Years of Benefit Service, but made no contributions to a 401(k) or cafeteria plan. The pro-rated Target Bonus shall be computed by multiplying the Target Bonus by a fraction (i) the numerator of which is the number of days in each year of the Performance Period applicable to such Component Target Amount reduced by the number of days in the Termination Year following the Termination Date and (ii) the denominator of which is the number of days in the Performance Period.

(d) Beginning with the Commencement Date, Employee shall receive the following:

(i) Employee shall receive an amount equal to two times Employee's Base Salary. This amount shall be paid in 24 equal monthly installments over the 24-month period following the Commencement Date.

(ii) Employee shall receive an amount equal to the Target Bonus on each of the six-month and eighteen-month anniversaries of the Commencement Date.

(iii) The Company shall continue to provide health and dental benefits under the Company's then current health plan for Employee and Employee's spouse and dependents during the balance of the Benefit Period on the same basis as if Employee had continued to be employed during that period, or the Company may pay Employee cash in lieu of such coverage in an amount equal to Employee's after-tax cost of continuing such coverage, where such coverage may not be continued (or where such continuation would result in adverse tax consequences to Employee). The COBRA health care continuation coverage period under Section 4980B of the Code shall run concurrently with this period.

(iv) During the Benefit Period, the Company shall reimburse Employee for the cost of outplacement assistance services, up to a maximum of

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\$20,000, which shall be provided by an outplacement agency selected by Employee. The Company shall reimburse Employee within 15 days following the date on which the Company receives proof of payment of such expense.

(v) If Employee was provided with the use of an automobile or a cash allowance therefor as of the Termination Date, such use of an automobile or cash allowance, as the case may be, shall be provided to Employee during the balance of the Benefit Period.

(e) All Company stock options and restricted stock held by Employee as of Employee's Termination Date that have not previously become vested and exercisable shall immediately become fully vested and exercisable as of the date immediately preceding the Termination Date, and any stock option or restricted stock awards under which such stock options or restricted stock are granted are hereby amended, effective the later of the date of this Agreement or the date of such award, to so provide.

(f) As a condition to receiving the payments and benefits under this Agreement, Employee must execute, and not revoke, a written waiver and release of claims against the Company, substantially in the form attached hereto as Exhibit A (but subject to any necessary adjustment reasonably determined by the Company to be necessary to comply with applicable law and regulation in effect as of Employee's Termination Date) (the "Release"). If Employee fails to execute or revokes the Release, no payments or benefits shall be provided under this Agreement.

4. Increase in Payments Upon Termination Following a Change of Control.

(a) Anything in this Agreement to the contrary notwithstanding, if a Change of Control occurs and it is determined that any payment or distribution by the Company to or for the benefit of Employee, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would constitute an "excess parachute payment" within the meaning of Section 280G of the Code, the Company shall pay to Employee an additional amount (the "Gross-Up Payment") such that the net amount retained by Employee after deduction of any excise tax imposed under Section 4999 of the Code, and any federal, state and local income tax, employment tax and excise tax imposed upon the Gross-Up Payment, shall be equal to the Payment. For purposes of determining the amount of the Gross-Up Payment, unless Employee specifies that other rates apply, Employee shall be deemed to pay federal income tax and employment taxes at the highest marginal rate of federal income and employment taxation in the calendar year in which the Gross-Up Payment is to be made, and state and local income taxes at the highest marginal rate of taxation in the state and locality of Employee's residence on the Termination Date, net of the maximum reduction in federal income taxes that may be obtained from the deduction of such state and local taxes.

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(b) All determinations to be made under this Section 4 shall be made by the Company's independent public accountants immediately prior to the Change of Control or by another independent public accounting firm mutually selected by the Company and Employee before the date of the Change of Control (the "Accounting Firm"), which firm shall provide its determinations and any supporting calculations both to the Company and Employee within 20 days after Employee's Termination Date. Any such determination by the Accounting Firm shall be binding upon the Company and Employee. The Company shall pay the Gross-Up Payment to Employee on the Commencement Date or, if later, within ten days after the Accounting Firm's determination.

(c) All of the fees and expenses of the Accounting Firm in performing the determinations referred to in this Section 4 shall be borne solely by the Company. The Company agrees to indemnify and hold harmless the Accounting Firm from any and all claims, damages and expenses resulting from or relating to its determinations pursuant to this Section 4, except for claims, damages or expenses resulting from the gross negligence or willful misconduct of the Accounting Firm.

5. Confidential Information. Employee recognizes and acknowledges that, by reason of Employee's employment by and service to the Company, Employee has had and will continue to have access to confidential information of the Company and its affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and

systems, sales and profit figures, customer and client lists, and relationships between the Company and its affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its affiliates ("Confidential Information"). Employee acknowledges that such Confidential Information is a valuable and unique asset of the Company, and Employee covenants that Employee will not, either during or after Employee's employment by the Company, disclose any such Confidential Information to any person for any reason whatsoever without the prior written authorization of the Company, unless such information is in the public domain through no fault of Employee or except as may be required by law or in a judicial or administrative proceeding. Notwithstanding anything to the contrary herein, each of the parties hereto (and each employee, representative, or other agent of such parties) may disclose to any person, without limitation of any kind, the federal income tax treatment and federal income tax structure of the transactions contemplated hereby and all materials (including opinions or other tax analyses) that are provided to such party relating to such tax treatment and tax structure.

6. Equitable Relief.

(a) Employee acknowledges that the restrictions contained in Section 5 hereof are reasonable and necessary to protect the legitimate interests of the Company and its affiliates, that the Company would not have entered into this Agreement in the absence of such restrictions, and that any violation of any provision of that Section will result in irreparable injury to the Company. Employee represents and acknowledges

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that (i) Employee has been advised by the Company to consult Employee's own legal counsel in respect of this Agreement, and (ii) Employee has had full opportunity, prior to execution of this Agreement, to review thoroughly this Agreement with Employee's counsel.

(b) Employee agrees that the Company shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of Section 5 hereof, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled. Without limiting the foregoing, Employee also agrees that payment of the compensation and benefits payable under Section 3 of this Agreement may be automatically ceased in the event of a material breach of the covenants of Section 5, provided the Company gives Employee written notice of such breach, detailing the activity of Employee that constitutes a material breach, and Employee fails to cease such activity within 15 days after Employee's receipt of such written notice. In the event that any of the provisions of Section 5 hereof should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, service, or other limitations permitted by applicable law.

(c) Employee irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of Section 5 hereof, including without limitation, any action commenced by the Company for preliminary and permanent injunctive relief or other equitable relief, may be brought in a United States District Court in Pennsylvania, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in or around Philadelphia, Pennsylvania, (ii) consents to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding, and (iii) waives any objection which Employee may have to the laying of venue of any such suit, action or proceeding in any such court. Employee also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in a manner permitted by the notice provisions of Section 14 hereof.

7. Other Payments and Indemnification. The payments due under Section 3 hereof shall be in addition to and not in lieu of any payments or benefits due

to Employee under any other plan, policy or program of the Company except as provided under Section 16(a) and except that no cash payments shall be paid to Employee under any severance plan of the Company that are due and payable solely as a result of a Change of Control. In addition, Employee shall continue to be covered by any policy of insurance providing indemnification rights for service as an officer and director of the Company and to all other rights to indemnification provided by the Company, in each case at least as favorable as applicable to Employee on the date of this Agreement.

8. Enforcement. It is the intent of the parties that Employee not be required to incur any expenses associated with the enforcement of Employee's rights under this Agreement by arbitration, litigation or other legal action, because the cost and expense thereof would substantially detract from the benefits intended to be extended to

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Employee hereunder. Accordingly, the Company shall pay Employee on demand the amount necessary to reimburse Employee in full for all expenses (including all attorneys' fees and legal expenses) incurred by Employee in attempting to enforce any of the obligations of the Company under this Agreement, without regard to outcome, unless the lawsuit brought by Employee is determined to be frivolous by a court of final jurisdiction.

9. No Mitigation. Employee shall not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for herein be reduced by any compensation earned by other employment or otherwise.

10. No Set-Off. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against Employee or others.

11. Taxes. Any payments required under this Agreement shall be subject to applicable tax withholding.

12. Term of Agreement. The term of this Agreement shall be for three years from the date hereof and shall be automatically renewed for successive one-year periods unless the Company notifies Employee in writing that this Agreement will not be renewed at least 60 days prior to the end of the current term; provided, however, that (i) this Agreement shall remain in effect for at least two years after a Change of Control occurring during the term of this Agreement and shall remain in effect until all of the obligations of the parties hereunder are satisfied, and (ii) this Agreement shall terminate if, prior to but not in contemplation of a Change of Control, the employment of Employee with the Company and its affiliates shall terminate for any reason.

13. Successor Company. The Company shall require any successor or successors (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance satisfactory to Employee, to acknowledge expressly that this Agreement is binding upon and enforceable against the Company in accordance with the terms hereof, and to become jointly and severally obligated with the Company to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession or successions had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement. As used in this Agreement, the Company shall mean the Company as herein before defined and any such successor or successors to its business or assets, jointly and severally.

14. Notice. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing

and shall be delivered personally or mailed by registered or certified mail, return receipt requested, or by overnight express courier service, as follows:

If to the Company, to:

Teleflex Incorporated
155 South Limerick Road
Limerick, PA 19468

If to Employee, to:

or to such other names or addresses as the Company or Employee, as the case may be, shall designate by notice to the other party hereto in the manner specified in this Section; provided, however, that if no such notice is given by the Company following a Change of Control, notice at the last address of the Company or to any successor pursuant to Section 14 hereof shall be deemed sufficient for the purposes hereof. Any such notice shall be deemed delivered and effective when received in the case of personal delivery, five days after deposit, postage prepaid, with the U.S. Postal Service in the case of registered or certified mail, or on the next business day in the case of overnight express courier service.

15. Governing Law. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws provisions.

16. Contents of Agreement, Amendment and Assignment.

(a) This Agreement supersedes all prior agreements, sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and cannot be changed, modified, extended or terminated except upon written amendment executed by Employee and approved by the Board and executed on the Company's behalf by a duly authorized officer; provided, however, that except as stated in Section 7 above, this Agreement is not intended to supersede or alter Employee's rights under any compensation, benefit plan or program, unless specifically modified hereunder, in which Employee participated and under which Employee retains a right to benefits. The provisions of this Agreement may provide for payments to Employee under certain compensation or bonus plans under circumstances where such plans would not provide for payment thereof. It is the specific intention of the parties that the provisions of this Agreement shall supersede any provisions to the contrary in such plans, to the extent that the provisions of this Agreement are more favorable to Employee than the terms of such plans, and such plans shall be deemed to have been amended to correspond with this Agreement without further action by the Company or the Board.

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(b) Nothing in this Agreement shall be construed as giving Employee any right to be retained in the employ of the Company.

(c) All of the terms and provisions of this Agreement, including the covenants of Section 5, shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, representatives, successors and assigns of the parties hereto.

17. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances shall be determined to be invalid

or unenforceable, such invalidity or unenforceability shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision or application.

18. Remedies Cumulative; No Waiver. No right conferred upon Employee by this Agreement is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by Employee in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, including, without limitation, any delay by Employee in delivering a Notice of Termination pursuant to Section 2 hereof after an event has occurred which would, if Employee had resigned, have constituted a Termination following a Change of Control pursuant to Section 1 of this Agreement.

19. Miscellaneous. All section headings are for convenience only. This Agreement may be executed in several counterparts, each of which is an original. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

20. Construction. The word "including" means "including without limitation."

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

Teleflex Incorporated

By /s/ Clark D. Handy

/s/ Vince Northfield

Vince Northfield

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EXHIBIT A

GENERAL RELEASE

1. I, _____, for and in consideration of certain payments to be made and the benefits to be provided to me under the Executive Severance Agreement, dated as of _____ (the "Agreement") with Teleflex Incorporated (the "Company") and conditioned upon such payments and provisions, do hereby REMISE, RELEASE, AND FOREVER DISCHARGE the Company and each of its past or present subsidiaries and affiliates, its and their past or present officers, directors, stockholders, employees and agents, their respective successors and assigns, heirs, executors and administrators, the pension and employee benefit plans of the Company, or of its past or present subsidiaries or affiliates, and the past or present trustees, administrators, agents, or employees of the pension and employee benefit plans (hereinafter collectively included within the term the "Company"), acting in any capacity whatsoever, of and from any and all manner of actions and causes of actions, suits, debts, claims and demands whatsoever in law or in equity, which I ever had, now have, or hereafter may have, or which my heirs, executors or administrators hereafter may have, by reason of any matter, cause or thing whatsoever from the beginning of my employment with the Company to the date of these presents and particularly, but without limitation of the foregoing general terms, any claims arising from or relating in any way to my employment relationship and the termination of my employment relationship with the Company, including but not limited to, any claims which have been asserted, could have been asserted, or could be asserted now or in the future under any federal, state or local laws, including any claims under the Pennsylvania Human Relations Act, 43 Pa. C.S.A. Sections 951 et. seq., the Rehabilitation Act of 1973, 29 USC Sections 701 et

seq., Title VII of the Civil Rights Act of 1964, 42 USC Sections 2000e et seq., the Civil Rights Act of 1991, 2 USC Sections 60 et seq., as applicable, the Age Discrimination in Employment Act of 1967, 29 USC Sections 621 et seq., the Americans with Disabilities Act, 29 USC Sections 706 et seq., and the Employee Retirement Income Security Act of 1974, 29 USC Sections 301 et seq., all as amended, any contracts between the Company and me and any common law claims now or hereafter recognized and all claims for counsel fees and costs; provided, however, that this Release shall not apply to any entitlements under the terms of the Agreement or under any other plans or programs of the Company in which I participated and under which I have accrued and become entitled to a benefit other than under any Company separation or severance plan or programs.

2. Subject to the limitations of paragraph 1 above, I expressly waive all rights afforded by any statute which expressly limits the effect of a release with respect to unknown claims. I understand the significance of this release of unknown claims and the waiver of statutory protection against a release of unknown claims.

3. I hereby agree and recognize that my employment by the Company was permanently and irrevocably severed on _____, 20__ and the Company has no obligation, contractual or otherwise to me to hire, rehire or reemploy me in the future. I acknowledge that the terms of the Agreement provide me with payments and benefits which are in addition to any amounts to which I otherwise would have been entitled.

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4. I hereby agree and acknowledge that the payments and benefits provided by the Company are to bring about an amicable resolution of my employment arrangements and are not to be construed as an admission of any violation of any federal, state or local statute or regulation, or of any duty owed by the Company and that the Agreement was, and this Release is, executed voluntarily to provide an amicable resolution of my employment relationship with the Company.

5. I hereby acknowledge that nothing in this Release shall prohibit or restrict me from: (i) making any disclosure of information required by law; (ii) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by, any federal regulatory or law enforcement agency or legislative body, any self-regulatory organization, or the Company's designated legal, compliance or human resources officers; or (iii) filing, testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of any federal, state or municipal law relating to fraud, or any rule or regulation of the Securities and Exchange Commission or any self-regulatory organization. In addition, I understand that each of the parties hereto (and each employee, representative, or other agent of such parties) may disclose to any person, without limitation of any kind, the federal income tax treatment and federal income tax structure of the transactions contemplated hereby and all materials (including opinions or other tax analyses) that are provided to such party relating to such tax treatment and tax structure.

6. I hereby certify that I have read the terms of this Release, that I have been advised by the Company to discuss it with my attorney, that I have received the advice of counsel and that I understand its terms and effects. I acknowledge, further, that I am executing this Release of my own volition with a full understanding of its terms and effects and with the intention of releasing all claims recited herein in exchange for the consideration described in the Agreement, which I acknowledge is adequate and satisfactory to me. None of the above named parties, nor their agents, representatives or attorneys have made any representations to me concerning the terms or effects of this Release other than those contained herein.

7. I hereby acknowledge that I have been informed that I have the right to consider this Release for a period of 21 days prior to execution. I also understand that I have the right to revoke this Release for a period of seven days following execution by giving written notice to the Company at the address

set forth in Section 14 of the Agreement.

8. I hereby further acknowledge that the terms of Sections 5 and 6 of the Agreement shall continue to apply for the balance of the time periods provided therein and that I will abide by and fully perform such obligations.

[SIGNATURE PAGE FOLLOWS]

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Intending to be legally bound hereby, I execute the foregoing Release this ____ day of _____, 20 ____.

Witness

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EXECUTIVE CHANGE IN CONTROL AGREEMENT

This Executive Severance Agreement made as of the 21st day of June, 2005, by and between Teleflex Incorporated (the "Company") and Forrest Whittaker ("Employee").

WHEREAS, Employee is an executive of the Company; and

WHEREAS, the Board of Directors of the Company believes that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of Employee to the Company without distraction, notwithstanding that the Company could be subject to a Change of Control, and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of key management personnel to the detriment of the Company; and

WHEREAS, in consideration for Employee agreeing to continue in employment with the Company and agreeing to keep Company information confidential, the Company agrees that Employee shall receive the compensation set forth in this Agreement in the event Employee's employment with the Company is terminated without Cause or Employee terminates employment for Good Reason, upon or after a Change of Control;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions.

"Base Salary" shall mean the highest annualized base rate of salary being paid to Employee in all capacities with the Company, together with any and all salary reduction authorized amounts under any of the Company's benefit plans or programs, at the time of the Change of Control or any time thereafter.

"Benefit Period" shall mean the period beginning on Employee's Termination Date and ending on the first to occur of (a) the second anniversary of the Commencement Date or (b) the first date on which Employee is employed by another employer and is eligible to participate in a health plan of Employee's new employer.

"Board" shall mean the board of directors of the Company.

"Bonus Plan" shall mean a plan of the Company providing for the payment of a cash bonus to Employee, including the Company's Profit Participation Plan and the Company's Long Term Incentive Plan.

"Cause" shall mean (a) misappropriation of funds, (b) conviction of a crime involving moral turpitude, or (c) gross negligence in the performance of duties, which gross negligence has had a material adverse effect on the business, operations, assets, properties or financial condition of the Company and its subsidiaries taken as a whole.

"Commencement Date" shall mean the first day of the seventh month beginning after Employee's Termination Date, unless earlier payment of compensation or benefits under this Agreement is permissible under Section 409A of the Code, in which case Commencement Date shall mean the earliest such permissible date.

"Change of Control" shall mean one of the following shall have taken place after the date of this Agreement:

(a) any "person" (as such term is used in Sections 13(d) or 14(d) of the

Exchange Act) (other than the Company, any majority controlled subsidiary of the Company, or the fiduciaries of any Company benefit plans) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of 20% or more of the total voting power of the voting securities of the Company then outstanding and entitled to vote generally in the election of directors of the Company; provided, however, that no Change of Control shall occur upon the acquisition of securities directly from the Company;

(b) individuals who, as of the beginning of any 24 month period, constitute the Board (as of the date hereof the "Incumbent Board") cease for any reason during such 24 month period to constitute at least a majority of the Board, provided that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Company;

(c) consummation of (i) a merger, consolidation or reorganization of the Company, in each case, with respect to which all or substantially all of the individuals and entities who were the respective beneficial owners of the voting securities of the Company immediately prior to such merger, consolidation or reorganization do not, following such merger, consolidation or reorganization, beneficially own, directly or indirectly, at least 65% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity or entities resulting from such merger, consolidation or reorganization, (ii) a complete liquidation or dissolution of the Company or (iii) a sale or other disposition of all or substantially all of the assets of the Company, unless at least 65% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity or entities that acquire such assets are beneficially owned by individuals or entities

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who or that were beneficial owners of the voting securities of the Company immediately before such sale or other disposition; or

(d) consummation of any other transaction determined by resolution of the Board to constitute a Change of Control.

"Code" means the Internal Revenue Code of 1986, as amended.

"Component Target Amount" shall have the meaning specified therefor in the definition of "Target Bonus" in this Section 1.

"Disability" shall mean Employee's continuous illness, injury or incapacity for a period of six consecutive months.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Good Reason" means a Termination of Employment initiated by Employee by Notice of Termination, in accordance with Section 2 hereof, upon one or more of the following occurrences; provided that as soon as practicable after Employee becomes aware of such occurrence and before such Notice of Termination is given, Employee shall have given notice of Good Reason to the Company and the Company shall not have fully corrected the situation within 10 days after such notice of Good Reason:

(a) any failure of the Company to comply with and satisfy any of the material terms of this Agreement;

(b) any significant reduction by the Company of the title, duties, job responsibilities, reporting relationship or position of Employee;

(c) any reduction in Employee's Base Salary; or

(d) the moving of the principal office of the Company to which Employee is assigned to a location more than 25 miles from its location on the date of the Change of Control.

"Performance Period" applicable to any Target Amount under a Bonus Plan shall mean the period of time in which the performance goals applicable to the determination of cash bonus awards pursuant to such Bonus Plan are measured.

"Target Amount" in respect of a bonus payable to Employee pursuant to any Bonus Plan shall mean the amount specified in the Company's records pertaining to such Bonus Plan as the "target amount" of cash bonus which would be payable to Employee if specified conditions were fulfilled.

"Target Bonus" shall mean the sum of the Target Amounts (each a "Component Target Amount") which would be payable in the year immediately

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following the Termination Year pursuant to all Bonus Plans if all of the conditions for the payment of each Component Target Amount were fulfilled, without regard to whether such conditions are actually fulfilled; provided that, if a Target Amount has not been determined for any such Bonus Plan on or before the Termination Date, the Target Amount for such Bonus Plan which would have been payable in the Termination Year shall be substituted for such undetermined Target Amount in the foregoing calculation of the "Target Bonus."

"Termination Date" shall mean the date of receipt of the Notice of Termination described in Section 2 hereof or any later date specified therein as the effective date of Employee's Termination of Employment, as the case may be.

"Termination of Employment" shall mean the termination of Employee's active employment relationship with the Company.

"Termination following a Change of Control" shall mean a Termination of Employment upon or within two years after a Change of Control either:

(a) initiated by the Company for any reason other than Disability or Cause; or

(b) initiated by Employee for Good Reason.

"Termination Year" shall mean the year in which Employee's Termination Date occurs.

2. Notice of Termination. Any Termination of Employment shall be communicated by a Notice of Termination to the other party hereto given in accordance with Section 14 hereof. For purposes of this Agreement, a "Notice of Termination" means a written notice which (a) indicates the specific reasons for the termination, (b) briefly summarizes the facts and circumstances deemed to provide a basis for termination of Employee's employment, and (c) if the Termination Date is other than the date of receipt of such notice, specifies the Termination Date (which date shall not be more than 15 days after the giving of such notice).

3. Compensation upon Termination following a Change of Control. Subject to the provisions of subsection (d) below and Sections 5 and 6 hereof, in the event of Employee's Termination following a Change of Control, Employee shall be entitled to receive the following payments and benefits from the Company:

(a) Within 15 days after the Termination Date, Employee shall receive a lump sum cash payment equal to Employee's unpaid base salary earned through the Termination Date.

(b) If a bonus awarded to Employee pursuant to any Bonus Plan for payment

in the Termination Year shall not have been paid to Employee, Employee shall receive the amount of such award within 15 days after the Termination Date. If no such bonus shall have been awarded to Employee under any Bonus Plan, on the

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Commencement Date Employee shall receive a lump sum cash payment in the amount of the sum of the Target Amounts under each such Bonus Plan referred to in the immediately preceding sentence which would have been payable to Employee in the Termination Year.

(c) On the Commencement Date, Employee shall receive a lump sum cash payment equal to the sum of (i) a pro-rated amount of the Target Bonus, (ii) the amount (if any) paid by Employee for health care continuation coverage (COBRA) for the period from the Termination Date to the date of such lump sum payment and (iii) the actuarial present value, determined on the basis of the applicable actuarial assumptions under the Teleflex Incorporated Retirement Income Plan (the "TRIP") as of the Commencement Date, of the additional accruals with which Employee would have been credited under each of the TRIP and the Teleflex Incorporated Supplemental Executive Retirement Plan in which Employee participates as of the Termination Date, if Employee were credited with two additional Years of Benefit Service (as defined in the TRIP), received Base Salary and Target Bonus throughout such additional two Years of Benefit Service, but made no contributions to a 401(k) or cafeteria plan. The pro-rated Target Bonus shall be computed by multiplying the Target Bonus by a fraction (i) the numerator of which is the number of days in each year of the Performance Period applicable to such Component Target Amount reduced by the number of days in the Termination Year following the Termination Date and (ii) the denominator of which is the number of days in the Performance Period.

(d) Beginning with the Commencement Date, Employee shall receive the following:

(i) Employee shall receive an amount equal to two times Employee's Base Salary. This amount shall be paid in 24 equal monthly installments over the 24-month period following the Commencement Date.

(ii) Employee shall receive an amount equal to the Target Bonus on each of the six-month and eighteen-month anniversaries of the Commencement Date.

(iii) The Company shall continue to provide health and dental benefits under the Company's then current health plan for Employee and Employee's spouse and dependents during the balance of the Benefit Period on the same basis as if Employee had continued to be employed during that period, or the Company may pay Employee cash in lieu of such coverage in an amount equal to Employee's after-tax cost of continuing such coverage, where such coverage may not be continued (or where such continuation would result in adverse tax consequences to Employee). The COBRA health care continuation coverage period under Section 4980B of the Code shall run concurrently with this period.

(iv) During the Benefit Period, the Company shall reimburse Employee for the cost of outplacement assistance services, up to a maximum of

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\$20,000, which shall be provided by an outplacement agency selected by Employee. The Company shall reimburse Employee within 15 days following the date on which the Company receives proof of payment of such expense.

(v) If Employee was provided with the use of an automobile or a cash allowance therefor as of the Termination Date, such use of an automobile or cash allowance, as the case may be, shall be provided to Employee during the balance of the Benefit Period.

(e) All Company stock options and restricted stock held by Employee as of Employee's Termination Date that have not previously become vested and exercisable shall immediately become fully vested and exercisable as of the date immediately preceding the Termination Date, and any stock option or restricted stock awards under which such stock options or restricted stock are granted are hereby amended, effective the later of the date of this Agreement or the date of such award, to so provide.

(f) As a condition to receiving the payments and benefits under this Agreement, Employee must execute, and not revoke, a written waiver and release of claims against the Company, substantially in the form attached hereto as Exhibit A (but subject to any necessary adjustment reasonably determined by the Company to be necessary to comply with applicable law and regulation in effect as of Employee's Termination Date) (the "Release"). If Employee fails to execute or revokes the Release, no payments or benefits shall be provided under this Agreement.

4. Increase in Payments Upon Termination Following a Change of Control.

(a) Anything in this Agreement to the contrary notwithstanding, if a Change of Control occurs and it is determined that any payment or distribution by the Company to or for the benefit of Employee, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would constitute an "excess parachute payment" within the meaning of Section 280G of the Code, the Company shall pay to Employee an additional amount (the "Gross-Up Payment") such that the net amount retained by Employee after deduction of any excise tax imposed under Section 4999 of the Code, and any federal, state and local income tax, employment tax and excise tax imposed upon the Gross-Up Payment, shall be equal to the Payment. For purposes of determining the amount of the Gross-Up Payment, unless Employee specifies that other rates apply, Employee shall be deemed to pay federal income tax and employment taxes at the highest marginal rate of federal income and employment taxation in the calendar year in which the Gross-Up Payment is to be made, and state and local income taxes at the highest marginal rate of taxation in the state and locality of Employee's residence on the Termination Date, net of the maximum reduction in federal income taxes that may be obtained from the deduction of such state and local taxes.

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(b) All determinations to be made under this Section 4 shall be made by the Company's independent public accountants immediately prior to the Change of Control or by another independent public accounting firm mutually selected by the Company and Employee before the date of the Change of Control (the "Accounting Firm"), which firm shall provide its determinations and any supporting calculations both to the Company and Employee within 20 days after Employee's Termination Date. Any such determination by the Accounting Firm shall be binding upon the Company and Employee. The Company shall pay the Gross-Up Payment to Employee on the Commencement Date or, if later, within ten days after the Accounting Firm's determination.

(c) All of the fees and expenses of the Accounting Firm in performing the determinations referred to in this Section 4 shall be borne solely by the Company. The Company agrees to indemnify and hold harmless the Accounting Firm from any and all claims, damages and expenses resulting from or relating to its determinations pursuant to this Section 4, except for claims, damages or expenses resulting from the gross negligence or willful misconduct of the Accounting Firm.

5. Confidential Information. Employee recognizes and acknowledges that, by reason of Employee's employment by and service to the Company, Employee has had and will continue to have access to confidential information of the Company and its affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and

systems, sales and profit figures, customer and client lists, and relationships between the Company and its affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its affiliates ("Confidential Information"). Employee acknowledges that such Confidential Information is a valuable and unique asset of the Company, and Employee covenants that Employee will not, either during or after Employee's employment by the Company, disclose any such Confidential Information to any person for any reason whatsoever without the prior written authorization of the Company, unless such information is in the public domain through no fault of Employee or except as may be required by law or in a judicial or administrative proceeding. Notwithstanding anything to the contrary herein, each of the parties hereto (and each employee, representative, or other agent of such parties) may disclose to any person, without limitation of any kind, the federal income tax treatment and federal income tax structure of the transactions contemplated hereby and all materials (including opinions or other tax analyses) that are provided to such party relating to such tax treatment and tax structure.

6. Equitable Relief.

(a) Employee acknowledges that the restrictions contained in Section 5 hereof are reasonable and necessary to protect the legitimate interests of the Company and its affiliates, that the Company would not have entered into this Agreement in the absence of such restrictions, and that any violation of any provision of that Section will result in irreparable injury to the Company. Employee represents and acknowledges

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that (i) Employee has been advised by the Company to consult Employee's own legal counsel in respect of this Agreement, and (ii) Employee has had full opportunity, prior to execution of this Agreement, to review thoroughly this Agreement with Employee's counsel.

(b) Employee agrees that the Company shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of Section 5 hereof, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled. Without limiting the foregoing, Employee also agrees that payment of the compensation and benefits payable under Section 3 of this Agreement may be automatically ceased in the event of a material breach of the covenants of Section 5, provided the Company gives Employee written notice of such breach, detailing the activity of Employee that constitutes a material breach, and Employee fails to cease such activity within 15 days after Employee's receipt of such written notice. In the event that any of the provisions of Section 5 hereof should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, service, or other limitations permitted by applicable law.

(c) Employee irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of Section 5 hereof, including without limitation, any action commenced by the Company for preliminary and permanent injunctive relief or other equitable relief, may be brought in a United States District Court in Pennsylvania, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in or around Philadelphia, Pennsylvania, (ii) consents to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding, and (iii) waives any objection which Employee may have to the laying of venue of any such suit, action or proceeding in any such court. Employee also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in a manner permitted by the notice provisions of Section 14 hereof.

7. Other Payments and Indemnification. The payments due under Section 3 hereof shall be in addition to and not in lieu of any payments or benefits due

to Employee under any other plan, policy or program of the Company except as provided under Section 16(a) and except that no cash payments shall be paid to Employee under any severance plan of the Company that are due and payable solely as a result of a Change of Control. In addition, Employee shall continue to be covered by any policy of insurance providing indemnification rights for service as an officer and director of the Company and to all other rights to indemnification provided by the Company, in each case at least as favorable as applicable to Employee on the date of this Agreement.

8. Enforcement. It is the intent of the parties that Employee not be required to incur any expenses associated with the enforcement of Employee's rights under this Agreement by arbitration, litigation or other legal action, because the cost and expense thereof would substantially detract from the benefits intended to be extended to

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Employee hereunder. Accordingly, the Company shall pay Employee on demand the amount necessary to reimburse Employee in full for all expenses (including all attorneys' fees and legal expenses) incurred by Employee in attempting to enforce any of the obligations of the Company under this Agreement, without regard to outcome, unless the lawsuit brought by Employee is determined to be frivolous by a court of final jurisdiction.

9. No Mitigation. Employee shall not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for herein be reduced by any compensation earned by other employment or otherwise.

10. No Set-Off. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against Employee or others.

11. Taxes. Any payments required under this Agreement shall be subject to applicable tax withholding.

12. Term of Agreement. The term of this Agreement shall be for three years from the date hereof and shall be automatically renewed for successive one-year periods unless the Company notifies Employee in writing that this Agreement will not be renewed at least 60 days prior to the end of the current term; provided, however, that (i) this Agreement shall remain in effect for at least two years after a Change of Control occurring during the term of this Agreement and shall remain in effect until all of the obligations of the parties hereunder are satisfied, and (ii) this Agreement shall terminate if, prior to but not in contemplation of a Change of Control, the employment of Employee with the Company and its affiliates shall terminate for any reason.

13. Successor Company. The Company shall require any successor or successors (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance satisfactory to Employee, to acknowledge expressly that this Agreement is binding upon and enforceable against the Company in accordance with the terms hereof, and to become jointly and severally obligated with the Company to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession or successions had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement. As used in this Agreement, the Company shall mean the Company as herein before defined and any such successor or successors to its business or assets, jointly and severally.

14. Notice. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing

and shall be delivered personally or mailed by registered or certified mail, return receipt requested, or by overnight express courier service, as follows:

If to the Company, to:

Teleflex Incorporated
155 South Limerick Road
Limerick, PA 19468

If to Employee, to:

or to such other names or addresses as the Company or Employee, as the case may be, shall designate by notice to the other party hereto in the manner specified in this Section; provided, however, that if no such notice is given by the Company following a Change of Control, notice at the last address of the Company or to any successor pursuant to Section 14 hereof shall be deemed sufficient for the purposes hereof. Any such notice shall be deemed delivered and effective when received in the case of personal delivery, five days after deposit, postage prepaid, with the U.S. Postal Service in the case of registered or certified mail, or on the next business day in the case of overnight express courier service.

15. Governing Law. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws provisions.

16. Contents of Agreement, Amendment and Assignment.

(a) This Agreement supersedes all prior agreements, sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and cannot be changed, modified, extended or terminated except upon written amendment executed by Employee and approved by the Board and executed on the Company's behalf by a duly authorized officer; provided, however, that except as stated in Section 7 above, this Agreement is not intended to supersede or alter Employee's rights under any compensation, benefit plan or program, unless specifically modified hereunder, in which Employee participated and under which Employee retains a right to benefits. The provisions of this Agreement may provide for payments to Employee under certain compensation or bonus plans under circumstances where such plans would not provide for payment thereof. It is the specific intention of the parties that the provisions of this Agreement shall supersede any provisions to the contrary in such plans, to the extent that the provisions of this Agreement are more favorable to Employee than the terms of such plans, and such plans shall be deemed to have been amended to correspond with this Agreement without further action by the Company or the Board.

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(b) Nothing in this Agreement shall be construed as giving Employee any right to be retained in the employ of the Company.

(c) All of the terms and provisions of this Agreement, including the covenants of Section 5, shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, representatives, successors and assigns of the parties hereto.

17. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances shall be determined to be invalid

or unenforceable, such invalidity or unenforceability shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision or application.

18. Remedies Cumulative; No Waiver. No right conferred upon Employee by this Agreement is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by Employee in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, including, without limitation, any delay by Employee in delivering a Notice of Termination pursuant to Section 2 hereof after an event has occurred which would, if Employee had resigned, have constituted a Termination following a Change of Control pursuant to Section 1 of this Agreement.

19. Miscellaneous. All section headings are for convenience only. This Agreement may be executed in several counterparts, each of which is an original. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

20. Construction. The word "including" means "including without limitation."

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

Teleflex Incorporated

By /s/ Clark D. Handy

 /s/ Forrest Whittaker

Forrest Whittaker

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EXHIBIT A

GENERAL RELEASE

1. I, _____, for and in consideration of certain payments to be made and the benefits to be provided to me under the Executive Severance Agreement, dated as of _____ (the "Agreement") with Teleflex Incorporated (the "Company") and conditioned upon such payments and provisions, do hereby REMISE, RELEASE, AND FOREVER DISCHARGE the Company and each of its past or present subsidiaries and affiliates, its and their past or present officers, directors, stockholders, employees and agents, their respective successors and assigns, heirs, executors and administrators, the pension and employee benefit plans of the Company, or of its past or present subsidiaries or affiliates, and the past or present trustees, administrators, agents, or employees of the pension and employee benefit plans (hereinafter collectively included within the term the "Company"), acting in any capacity whatsoever, of and from any and all manner of actions and causes of actions, suits, debts, claims and demands whatsoever in law or in equity, which I ever had, now have, or hereafter may have, or which my heirs, executors or administrators hereafter may have, by reason of any matter, cause or thing whatsoever from the beginning of my employment with the Company to the date of these presents and particularly, but without limitation of the foregoing general terms, any claims arising from or relating in any way to my employment relationship and the termination of my employment relationship with the Company, including but not limited to, any claims which have been asserted, could have been asserted, or could be asserted now or in the future under any federal, state or local laws, including any claims under the Pennsylvania Human Relations Act, 43 Pa. C.S.A. Sections 951 et. seq., the Rehabilitation Act of 1973, 29 USC Sections 701 et

seq., Title VII of the Civil Rights Act of 1964, 42 USC Sections 2000e et seq., the Civil Rights Act of 1991, 2 USC Sections 60 et seq., as applicable, the Age Discrimination in Employment Act of 1967, 29 USC Sections 621 et seq., the Americans with Disabilities Act, 29 USC Sections 706 et seq., and the Employee Retirement Income Security Act of 1974, 29 USC Sections 301 et seq., all as amended, any contracts between the Company and me and any common law claims now or hereafter recognized and all claims for counsel fees and costs; provided, however, that this Release shall not apply to any entitlements under the terms of the Agreement or under any other plans or programs of the Company in which I participated and under which I have accrued and become entitled to a benefit other than under any Company separation or severance plan or programs.

2. Subject to the limitations of paragraph 1 above, I expressly waive all rights afforded by any statute which expressly limits the effect of a release with respect to unknown claims. I understand the significance of this release of unknown claims and the waiver of statutory protection against a release of unknown claims.

3. I hereby agree and recognize that my employment by the Company was permanently and irrevocably severed on _____, 20__ and the Company has no obligation, contractual or otherwise to me to hire, rehire or reemploy me in the future. I acknowledge that the terms of the Agreement provide me with payments and benefits which are in addition to any amounts to which I otherwise would have been entitled.

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4. I hereby agree and acknowledge that the payments and benefits provided by the Company are to bring about an amicable resolution of my employment arrangements and are not to be construed as an admission of any violation of any federal, state or local statute or regulation, or of any duty owed by the Company and that the Agreement was, and this Release is, executed voluntarily to provide an amicable resolution of my employment relationship with the Company.

5. I hereby acknowledge that nothing in this Release shall prohibit or restrict me from: (i) making any disclosure of information required by law; (ii) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by, any federal regulatory or law enforcement agency or legislative body, any self-regulatory organization, or the Company's designated legal, compliance or human resources officers; or (iii) filing, testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of any federal, state or municipal law relating to fraud, or any rule or regulation of the Securities and Exchange Commission or any self-regulatory organization. In addition, I understand that each of the parties hereto (and each employee, representative, or other agent of such parties) may disclose to any person, without limitation of any kind, the federal income tax treatment and federal income tax structure of the transactions contemplated hereby and all materials (including opinions or other tax analyses) that are provided to such party relating to such tax treatment and tax structure.

6. I hereby certify that I have read the terms of this Release, that I have been advised by the Company to discuss it with my attorney, that I have received the advice of counsel and that I understand its terms and effects. I acknowledge, further, that I am executing this Release of my own volition with a full understanding of its terms and effects and with the intention of releasing all claims recited herein in exchange for the consideration described in the Agreement, which I acknowledge is adequate and satisfactory to me. None of the above named parties, nor their agents, representatives or attorneys have made any representations to me concerning the terms or effects of this Release other than those contained herein.

7. I hereby acknowledge that I have been informed that I have the right to consider this Release for a period of 21 days prior to execution. I also understand that I have the right to revoke this Release for a period of seven days following execution by giving written notice to the Company at the address

set forth in Section 14 of the Agreement.

8. I hereby further acknowledge that the terms of Sections 5 and 6 of the Agreement shall continue to apply for the balance of the time periods provided therein and that I will abide by and fully perform such obligations.

[SIGNATURE PAGE FOLLOWS]

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Intending to be legally bound hereby, I execute the foregoing Release this ____ day of _____, 20 ____.

Witness

A-3

EXECUTIVE CHANGE IN CONTROL AGREEMENT

This Executive Severance Agreement made as of the 21st day of June, 2005, by and between Teleflex Incorporated (the "Company") and John Suddarth ("Employee").

WHEREAS, Employee is an executive of the Company; and

WHEREAS, the Board of Directors of the Company believes that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of Employee to the Company without distraction, notwithstanding that the Company could be subject to a Change of Control, and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of key management personnel to the detriment of the Company; and

WHEREAS, in consideration for Employee agreeing to continue in employment with the Company and agreeing to keep Company information confidential, the Company agrees that Employee shall receive the compensation set forth in this Agreement in the event Employee's employment with the Company is terminated without Cause or Employee terminates employment for Good Reason, upon or after a Change of Control;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions.

"Base Salary" shall mean the highest annualized base rate of salary being paid to Employee in all capacities with the Company, together with any and all salary reduction authorized amounts under any of the Company's benefit plans or programs, at the time of the Change of Control or any time thereafter.

"Benefit Period" shall mean the period beginning on Employee's Termination Date and ending on the first to occur of (a) the second anniversary of the Commencement Date or (b) the first date on which Employee is employed by another employer and is eligible to participate in a health plan of Employee's new employer.

"Board" shall mean the board of directors of the Company.

"Bonus Plan" shall mean a plan of the Company providing for the payment of a cash bonus to Employee, including the Company's Profit Participation Plan and the Company's Long Term Incentive Plan.

"Cause" shall mean (a) misappropriation of funds, (b) conviction of a crime involving moral turpitude, or (c) gross negligence in the performance of duties, which gross negligence has had a material adverse effect on the business, operations, assets, properties or financial condition of the Company and its subsidiaries taken as a whole.

"Commencement Date" shall mean the first day of the seventh month beginning after Employee's Termination Date, unless earlier payment of compensation or benefits under this Agreement is permissible under Section 409A of the Code, in which case Commencement Date shall mean the earliest such permissible date.

"Change of Control" shall mean one of the following shall have taken place after the date of this Agreement:

(a) any "person" (as such term is used in Sections 13(d) or 14(d) of the

Exchange Act) (other than the Company, any majority controlled subsidiary of the Company, or the fiduciaries of any Company benefit plans) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of 20% or more of the total voting power of the voting securities of the Company then outstanding and entitled to vote generally in the election of directors of the Company; provided, however, that no Change of Control shall occur upon the acquisition of securities directly from the Company;

(b) individuals who, as of the beginning of any 24 month period, constitute the Board (as of the date hereof the "Incumbent Board") cease for any reason during such 24 month period to constitute at least a majority of the Board, provided that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Company;

(c) consummation of (i) a merger, consolidation or reorganization of the Company, in each case, with respect to which all or substantially all of the individuals and entities who were the respective beneficial owners of the voting securities of the Company immediately prior to such merger, consolidation or reorganization do not, following such merger, consolidation or reorganization, beneficially own, directly or indirectly, at least 65% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity or entities resulting from such merger, consolidation or reorganization, (ii) a complete liquidation or dissolution of the Company or (iii) a sale or other disposition of all or substantially all of the assets of the Company, unless at least 65% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity or entities that acquire such assets are beneficially owned by individuals or entities

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who or that were beneficial owners of the voting securities of the Company immediately before such sale or other disposition; or

(d) consummation of any other transaction determined by resolution of the Board to constitute a Change of Control.

"Code" means the Internal Revenue Code of 1986, as amended.

"Component Target Amount" shall have the meaning specified therefor in the definition of "Target Bonus" in this Section 1.

"Disability" shall mean Employee's continuous illness, injury or incapacity for a period of six consecutive months.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Good Reason" means a Termination of Employment initiated by Employee by Notice of Termination, in accordance with Section 2 hereof, upon one or more of the following occurrences; provided that as soon as practicable after Employee becomes aware of such occurrence and before such Notice of Termination is given, Employee shall have given notice of Good Reason to the Company and the Company shall not have fully corrected the situation within 10 days after such notice of Good Reason:

(a) any failure of the Company to comply with and satisfy any of the material terms of this Agreement;

(b) any significant reduction by the Company of the title, duties, job responsibilities, reporting relationship or position of Employee;

(c) any reduction in Employee's Base Salary; or

(d) the moving of the principal office of the Company to which Employee is assigned to a location more than 25 miles from its location on the date of the Change of Control.

"Performance Period" applicable to any Target Amount under a Bonus Plan shall mean the period of time in which the performance goals applicable to the determination of cash bonus awards pursuant to such Bonus Plan are measured.

"Target Amount" in respect of a bonus payable to Employee pursuant to any Bonus Plan shall mean the amount specified in the Company's records pertaining to such Bonus Plan as the "target amount" of cash bonus which would be payable to Employee if specified conditions were fulfilled.

"Target Bonus" shall mean the sum of the Target Amounts (each a "Component Target Amount") which would be payable in the year immediately

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following the Termination Year pursuant to all Bonus Plans if all of the conditions for the payment of each Component Target Amount were fulfilled, without regard to whether such conditions are actually fulfilled; provided that, if a Target Amount has not been determined for any such Bonus Plan on or before the Termination Date, the Target Amount for such Bonus Plan which would have been payable in the Termination Year shall be substituted for such undetermined Target Amount in the foregoing calculation of the "Target Bonus."

"Termination Date" shall mean the date of receipt of the Notice of Termination described in Section 2 hereof or any later date specified therein as the effective date of Employee's Termination of Employment, as the case may be.

"Termination of Employment" shall mean the termination of Employee's active employment relationship with the Company.

"Termination following a Change of Control" shall mean a Termination of Employment upon or within two years after a Change of Control either:

(a) initiated by the Company for any reason other than Disability or Cause; or

(b) initiated by Employee for Good Reason.

"Termination Year" shall mean the year in which Employee's Termination Date occurs.

2. Notice of Termination. Any Termination of Employment shall be communicated by a Notice of Termination to the other party hereto given in accordance with Section 14 hereof. For purposes of this Agreement, a "Notice of Termination" means a written notice which (a) indicates the specific reasons for the termination, (b) briefly summarizes the facts and circumstances deemed to provide a basis for termination of Employee's employment, and (c) if the Termination Date is other than the date of receipt of such notice, specifies the Termination Date (which date shall not be more than 15 days after the giving of such notice).

3. Compensation upon Termination following a Change of Control. Subject to the provisions of subsection (d) below and Sections 5 and 6 hereof, in the event of Employee's Termination following a Change of Control, Employee shall be entitled to receive the following payments and benefits from the Company:

(a) Within 15 days after the Termination Date, Employee shall receive a lump sum cash payment equal to Employee's unpaid base salary earned through the Termination Date.

(b) If a bonus awarded to Employee pursuant to any Bonus Plan for payment

in the Termination Year shall not have been paid to Employee, Employee shall receive the amount of such award within 15 days after the Termination Date. If no such bonus shall have been awarded to Employee under any Bonus Plan, on the

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Commencement Date Employee shall receive a lump sum cash payment in the amount of the sum of the Target Amounts under each such Bonus Plan referred to in the immediately preceding sentence which would have been payable to Employee in the Termination Year.

(c) On the Commencement Date, Employee shall receive a lump sum cash payment equal to the sum of (i) a pro-rated amount of the Target Bonus, (ii) the amount (if any) paid by Employee for health care continuation coverage (COBRA) for the period from the Termination Date to the date of such lump sum payment and (iii) the actuarial present value, determined on the basis of the applicable actuarial assumptions under the Teleflex Incorporated Retirement Income Plan (the "TRIP") as of the Commencement Date, of the additional accruals with which Employee would have been credited under each of the TRIP and the Teleflex Incorporated Supplemental Executive Retirement Plan in which Employee participates as of the Termination Date, if Employee were credited with two additional Years of Benefit Service (as defined in the TRIP), received Base Salary and Target Bonus throughout such additional two Years of Benefit Service, but made no contributions to a 401(k) or cafeteria plan. The pro-rated Target Bonus shall be computed by multiplying the Target Bonus by a fraction (i) the numerator of which is the number of days in each year of the Performance Period applicable to such Component Target Amount reduced by the number of days in the Termination Year following the Termination Date and (ii) the denominator of which is the number of days in the Performance Period.

(d) Beginning with the Commencement Date, Employee shall receive the following:

(i) Employee shall receive an amount equal to two times Employee's Base Salary. This amount shall be paid in 24 equal monthly installments over the 24-month period following the Commencement Date.

(ii) Employee shall receive an amount equal to the Target Bonus on each of the six-month and eighteen-month anniversaries of the Commencement Date.

(iii) The Company shall continue to provide health and dental benefits under the Company's then current health plan for Employee and Employee's spouse and dependents during the balance of the Benefit Period on the same basis as if Employee had continued to be employed during that period, or the Company may pay Employee cash in lieu of such coverage in an amount equal to Employee's after-tax cost of continuing such coverage, where such coverage may not be continued (or where such continuation would result in adverse tax consequences to Employee). The COBRA health care continuation coverage period under Section 4980B of the Code shall run concurrently with this period.

(iv) During the Benefit Period, the Company shall reimburse Employee for the cost of outplacement assistance services, up to a maximum of

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\$20,000, which shall be provided by an outplacement agency selected by Employee. The Company shall reimburse Employee within 15 days following the date on which the Company receives proof of payment of such expense.

(v) If Employee was provided with the use of an automobile or a cash allowance therefor as of the Termination Date, such use of an automobile or cash allowance, as the case may be, shall be provided to Employee during the balance of the Benefit Period.

(e) All Company stock options and restricted stock held by Employee as of Employee's Termination Date that have not previously become vested and exercisable shall immediately become fully vested and exercisable as of the date immediately preceding the Termination Date, and any stock option or restricted stock awards under which such stock options or restricted stock are granted are hereby amended, effective the later of the date of this Agreement or the date of such award, to so provide.

(f) As a condition to receiving the payments and benefits under this Agreement, Employee must execute, and not revoke, a written waiver and release of claims against the Company, substantially in the form attached hereto as Exhibit A (but subject to any necessary adjustment reasonably determined by the Company to be necessary to comply with applicable law and regulation in effect as of Employee's Termination Date) (the "Release"). If Employee fails to execute or revokes the Release, no payments or benefits shall be provided under this Agreement.

4. Increase in Payments Upon Termination Following a Change of Control.

(a) Anything in this Agreement to the contrary notwithstanding, if a Change of Control occurs and it is determined that any payment or distribution by the Company to or for the benefit of Employee, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would constitute an "excess parachute payment" within the meaning of Section 280G of the Code, the Company shall pay to Employee an additional amount (the "Gross-Up Payment") such that the net amount retained by Employee after deduction of any excise tax imposed under Section 4999 of the Code, and any federal, state and local income tax, employment tax and excise tax imposed upon the Gross-Up Payment, shall be equal to the Payment. For purposes of determining the amount of the Gross-Up Payment, unless Employee specifies that other rates apply, Employee shall be deemed to pay federal income tax and employment taxes at the highest marginal rate of federal income and employment taxation in the calendar year in which the Gross-Up Payment is to be made, and state and local income taxes at the highest marginal rate of taxation in the state and locality of Employee's residence on the Termination Date, net of the maximum reduction in federal income taxes that may be obtained from the deduction of such state and local taxes.

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(b) All determinations to be made under this Section 4 shall be made by the Company's independent public accountants immediately prior to the Change of Control or by another independent public accounting firm mutually selected by the Company and Employee before the date of the Change of Control (the "Accounting Firm"), which firm shall provide its determinations and any supporting calculations both to the Company and Employee within 20 days after Employee's Termination Date. Any such determination by the Accounting Firm shall be binding upon the Company and Employee. The Company shall pay the Gross-Up Payment to Employee on the Commencement Date or, if later, within ten days after the Accounting Firm's determination.

(c) All of the fees and expenses of the Accounting Firm in performing the determinations referred to in this Section 4 shall be borne solely by the Company. The Company agrees to indemnify and hold harmless the Accounting Firm from any and all claims, damages and expenses resulting from or relating to its determinations pursuant to this Section 4, except for claims, damages or expenses resulting from the gross negligence or willful misconduct of the Accounting Firm.

5. Confidential Information. Employee recognizes and acknowledges that, by reason of Employee's employment by and service to the Company, Employee has had and will continue to have access to confidential information of the Company and its affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and

systems, sales and profit figures, customer and client lists, and relationships between the Company and its affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its affiliates ("Confidential Information"). Employee acknowledges that such Confidential Information is a valuable and unique asset of the Company, and Employee covenants that Employee will not, either during or after Employee's employment by the Company, disclose any such Confidential Information to any person for any reason whatsoever without the prior written authorization of the Company, unless such information is in the public domain through no fault of Employee or except as may be required by law or in a judicial or administrative proceeding. Notwithstanding anything to the contrary herein, each of the parties hereto (and each employee, representative, or other agent of such parties) may disclose to any person, without limitation of any kind, the federal income tax treatment and federal income tax structure of the transactions contemplated hereby and all materials (including opinions or other tax analyses) that are provided to such party relating to such tax treatment and tax structure.

6. Equitable Relief.

(a) Employee acknowledges that the restrictions contained in Section 5 hereof are reasonable and necessary to protect the legitimate interests of the Company and its affiliates, that the Company would not have entered into this Agreement in the absence of such restrictions, and that any violation of any provision of that Section will result in irreparable injury to the Company. Employee represents and acknowledges

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that (i) Employee has been advised by the Company to consult Employee's own legal counsel in respect of this Agreement, and (ii) Employee has had full opportunity, prior to execution of this Agreement, to review thoroughly this Agreement with Employee's counsel.

(b) Employee agrees that the Company shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of Section 5 hereof, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled. Without limiting the foregoing, Employee also agrees that payment of the compensation and benefits payable under Section 3 of this Agreement may be automatically ceased in the event of a material breach of the covenants of Section 5, provided the Company gives Employee written notice of such breach, detailing the activity of Employee that constitutes a material breach, and Employee fails to cease such activity within 15 days after Employee's receipt of such written notice. In the event that any of the provisions of Section 5 hereof should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, service, or other limitations permitted by applicable law.

(c) Employee irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of Section 5 hereof, including without limitation, any action commenced by the Company for preliminary and permanent injunctive relief or other equitable relief, may be brought in a United States District Court in Pennsylvania, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in or around Philadelphia, Pennsylvania, (ii) consents to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding, and (iii) waives any objection which Employee may have to the laying of venue of any such suit, action or proceeding in any such court. Employee also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in a manner permitted by the notice provisions of Section 14 hereof.

7. Other Payments and Indemnification. The payments due under Section 3 hereof shall be in addition to and not in lieu of any payments or benefits due

to Employee under any other plan, policy or program of the Company except as provided under Section 16(a) and except that no cash payments shall be paid to Employee under any severance plan of the Company that are due and payable solely as a result of a Change of Control. In addition, Employee shall continue to be covered by any policy of insurance providing indemnification rights for service as an officer and director of the Company and to all other rights to indemnification provided by the Company, in each case at least as favorable as applicable to Employee on the date of this Agreement.

8. Enforcement. It is the intent of the parties that Employee not be required to incur any expenses associated with the enforcement of Employee's rights under this Agreement by arbitration, litigation or other legal action, because the cost and expense thereof would substantially detract from the benefits intended to be extended to

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Employee hereunder. Accordingly, the Company shall pay Employee on demand the amount necessary to reimburse Employee in full for all expenses (including all attorneys' fees and legal expenses) incurred by Employee in attempting to enforce any of the obligations of the Company under this Agreement, without regard to outcome, unless the lawsuit brought by Employee is determined to be frivolous by a court of final jurisdiction.

9. No Mitigation. Employee shall not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for herein be reduced by any compensation earned by other employment or otherwise.

10. No Set-Off. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against Employee or others.

11. Taxes. Any payments required under this Agreement shall be subject to applicable tax withholding.

12. Term of Agreement. The term of this Agreement shall be for three years from the date hereof and shall be automatically renewed for successive one-year periods unless the Company notifies Employee in writing that this Agreement will not be renewed at least 60 days prior to the end of the current term; provided, however, that (i) this Agreement shall remain in effect for at least two years after a Change of Control occurring during the term of this Agreement and shall remain in effect until all of the obligations of the parties hereunder are satisfied, and (ii) this Agreement shall terminate if, prior to but not in contemplation of a Change of Control, the employment of Employee with the Company and its affiliates shall terminate for any reason.

13. Successor Company. The Company shall require any successor or successors (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance satisfactory to Employee, to acknowledge expressly that this Agreement is binding upon and enforceable against the Company in accordance with the terms hereof, and to become jointly and severally obligated with the Company to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession or successions had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement. As used in this Agreement, the Company shall mean the Company as herein before defined and any such successor or successors to its business or assets, jointly and severally.

14. Notice. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing

and shall be delivered personally or mailed by registered or certified mail, return receipt requested, or by overnight express courier service, as follows:

If to the Company, to:

Teleflex Incorporated
155 South Limerick Road
Limerick, PA 19468

If to Employee, to:

or to such other names or addresses as the Company or Employee, as the case may be, shall designate by notice to the other party hereto in the manner specified in this Section; provided, however, that if no such notice is given by the Company following a Change of Control, notice at the last address of the Company or to any successor pursuant to Section 14 hereof shall be deemed sufficient for the purposes hereof. Any such notice shall be deemed delivered and effective when received in the case of personal delivery, five days after deposit, postage prepaid, with the U.S. Postal Service in the case of registered or certified mail, or on the next business day in the case of overnight express courier service.

15. Governing Law. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws provisions.

16. Contents of Agreement, Amendment and Assignment.

(a) This Agreement supersedes all prior agreements, sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and cannot be changed, modified, extended or terminated except upon written amendment executed by Employee and approved by the Board and executed on the Company's behalf by a duly authorized officer; provided, however, that except as stated in Section 7 above, this Agreement is not intended to supersede or alter Employee's rights under any compensation, benefit plan or program, unless specifically modified hereunder, in which Employee participated and under which Employee retains a right to benefits. The provisions of this Agreement may provide for payments to Employee under certain compensation or bonus plans under circumstances where such plans would not provide for payment thereof. It is the specific intention of the parties that the provisions of this Agreement shall supersede any provisions to the contrary in such plans, to the extent that the provisions of this Agreement are more favorable to Employee than the terms of such plans, and such plans shall be deemed to have been amended to correspond with this Agreement without further action by the Company or the Board.

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(b) Nothing in this Agreement shall be construed as giving Employee any right to be retained in the employ of the Company.

(c) All of the terms and provisions of this Agreement, including the covenants of Section 5, shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, representatives, successors and assigns of the parties hereto.

17. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances shall be determined to be invalid

or unenforceable, such invalidity or unenforceability shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision or application.

18. Remedies Cumulative; No Waiver. No right conferred upon Employee by this Agreement is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by Employee in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, including, without limitation, any delay by Employee in delivering a Notice of Termination pursuant to Section 2 hereof after an event has occurred which would, if Employee had resigned, have constituted a Termination following a Change of Control pursuant to Section 1 of this Agreement.

19. Miscellaneous. All section headings are for convenience only. This Agreement may be executed in several counterparts, each of which is an original. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

20. Construction. The word "including" means "including without limitation."

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

Teleflex Incorporated

By /s/ Clark D. Handy

/s/ John Suddarth

John Suddarth

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EXHIBIT A

GENERAL RELEASE

1. I, _____, for and in consideration of certain payments to be made and the benefits to be provided to me under the Executive Severance Agreement, dated as of _____ (the "Agreement") with Teleflex Incorporated (the "Company") and conditioned upon such payments and provisions, do hereby REMISE, RELEASE, AND FOREVER DISCHARGE the Company and each of its past or present subsidiaries and affiliates, its and their past or present officers, directors, stockholders, employees and agents, their respective successors and assigns, heirs, executors and administrators, the pension and employee benefit plans of the Company, or of its past or present subsidiaries or affiliates, and the past or present trustees, administrators, agents, or employees of the pension and employee benefit plans (hereinafter collectively included within the term the "Company"), acting in any capacity whatsoever, of and from any and all manner of actions and causes of actions, suits, debts, claims and demands whatsoever in law or in equity, which I ever had, now have, or hereafter may have, or which my heirs, executors or administrators hereafter may have, by reason of any matter, cause or thing whatsoever from the beginning of my employment with the Company to the date of these presents and particularly, but without limitation of the foregoing general terms, any claims arising from or relating in any way to my employment relationship and the termination of my employment relationship with the Company, including but not limited to, any claims which have been asserted, could have been asserted, or could be asserted now or in the future under any federal, state or local laws, including any claims under the Pennsylvania Human Relations Act, 43 Pa. C.S.A. Sections 951 et. seq., the Rehabilitation Act of 1973, 29 USC Sections 701 et

seq., Title VII of the Civil Rights Act of 1964, 42 USC Sections 2000e et seq., the Civil Rights Act of 1991, 2 USC Sections 60 et seq., as applicable, the Age Discrimination in Employment Act of 1967, 29 USC Sections 621 et seq., the Americans with Disabilities Act, 29 USC Sections 706 et seq., and the Employee Retirement Income Security Act of 1974, 29 USC Sections 301 et seq., all as amended, any contracts between the Company and me and any common law claims now or hereafter recognized and all claims for counsel fees and costs; provided, however, that this Release shall not apply to any entitlements under the terms of the Agreement or under any other plans or programs of the Company in which I participated and under which I have accrued and become entitled to a benefit other than under any Company separation or severance plan or programs.

2. Subject to the limitations of paragraph 1 above, I expressly waive all rights afforded by any statute which expressly limits the effect of a release with respect to unknown claims. I understand the significance of this release of unknown claims and the waiver of statutory protection against a release of unknown claims.

3. I hereby agree and recognize that my employment by the Company was permanently and irrevocably severed on _____, 20__ and the Company has no obligation, contractual or otherwise to me to hire, rehire or reemploy me in the future. I acknowledge that the terms of the Agreement provide me with payments and benefits which are in addition to any amounts to which I otherwise would have been entitled.

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4. I hereby agree and acknowledge that the payments and benefits provided by the Company are to bring about an amicable resolution of my employment arrangements and are not to be construed as an admission of any violation of any federal, state or local statute or regulation, or of any duty owed by the Company and that the Agreement was, and this Release is, executed voluntarily to provide an amicable resolution of my employment relationship with the Company.

5. I hereby acknowledge that nothing in this Release shall prohibit or restrict me from: (i) making any disclosure of information required by law; (ii) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by, any federal regulatory or law enforcement agency or legislative body, any self-regulatory organization, or the Company's designated legal, compliance or human resources officers; or (iii) filing, testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of any federal, state or municipal law relating to fraud, or any rule or regulation of the Securities and Exchange Commission or any self-regulatory organization. In addition, I understand that each of the parties hereto (and each employee, representative, or other agent of such parties) may disclose to any person, without limitation of any kind, the federal income tax treatment and federal income tax structure of the transactions contemplated hereby and all materials (including opinions or other tax analyses) that are provided to such party relating to such tax treatment and tax structure.

6. I hereby certify that I have read the terms of this Release, that I have been advised by the Company to discuss it with my attorney, that I have received the advice of counsel and that I understand its terms and effects. I acknowledge, further, that I am executing this Release of my own volition with a full understanding of its terms and effects and with the intention of releasing all claims recited herein in exchange for the consideration described in the Agreement, which I acknowledge is adequate and satisfactory to me. None of the above named parties, nor their agents, representatives or attorneys have made any representations to me concerning the terms or effects of this Release other than those contained herein.

7. I hereby acknowledge that I have been informed that I have the right to consider this Release for a period of 21 days prior to execution. I also understand that I have the right to revoke this Release for a period of seven days following execution by giving written notice to the Company at the address

set forth in Section 14 of the Agreement.

8. I hereby further acknowledge that the terms of Sections 5 and 6 of the Agreement shall continue to apply for the balance of the time periods provided therein and that I will abide by and fully perform such obligations.

[SIGNATURE PAGE FOLLOWS]

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Intending to be legally bound hereby, I execute the foregoing Release this ____ day of _____, 20 ____.

Witness

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TELEFLEX INCORPORATED
MEDICAL GROUP

February 25, 2003

Mr. Forrest R. Whittaker
[Address Redacted]
[Address Redacted]

I am delighted to extend to you the offer to lead Teleflex Medical as President and Chief Operating Officer. You will report directly to me and become an important partner in our future growth objectives. Your starting salary will be \$340,000 per year paid on a monthly basis.

You will be eligible for a performance bonus commensurate with your position. The bonus will range between 50% and 100% of base pay, which is generally geared to operating income and return on average assets. The target award of 50% is based on the plan for the year with the maximum generally based on 10% achievement above plan. Amounts earned under this program for 2003 will be prorated based on the start date of employment.

A stock option for 20,000 shares will be presented for approval at the first Teleflex Board meeting following employment. The options will be based on market price at time of grant and be exercisable 25% per year beginning at the end of year two.

In consideration of your accepting this position, Teleflex agrees to a signing bonus of \$65,000, which will be paid three months after the commencement of employment. You will participate in the various benefit programs enjoyed by other senior management personnel. These will be reviewed with you by our Human Resources Department.

We have agreed that you will open a group headquarters in the Chicago area that will initially include administrative support and other group level management as deemed appropriate.

In the event of a company initiated termination for reasons other than cause, you will continue to receive your salary and benefits for up to one (1) year. Please recognize that should you accept employment during the severance period, salary and benefit coverage would cease immediately upon such employment. Further, any payments made during the first twelve (12) months of employment under this provision will be reduced by the amount of the signing bonus indicated above.

It is very important to me that the next leader of Teleflex Medical share our visions and values for the future. Our prior relationship and current discussions have convinced me that you are that person.

Forrest, your most recent experience is a perfect match for the organizational direction that Medical is pursuing. I know that your drive and enthusiasm will increase the odds of success dramatically.

If you have any questions regarding this offer letter, please do not hesitate to contact me.

I am personally looking forward to working with you.

Sincerely,

/s/ John J. Sickler
John J. Sickler
Chairman

Accepted:

/s/ Forrest R. Whittaker

Forrest R. Whittaker

Exhibit 21

TELEFLEX INCORPORATED
SUBSIDIARIES

SUBSIDIARY

JURISDICTION OF
INCORPORATION

1950 Williams Drive, LLC	Delaware
4045181 Canada Inc.	Ontario
Advanced Thermodynamics Inc.	Ontario
Access Medical S.A.	France
AeroForge Corporation (1)	Indiana
Air Cargo Equipment Corporation	Delaware
Airfoil Technologies International-California, Inc	Delaware
Airfoil Technologies International-Ohio, Inc. (APS)	Delaware
Airfoil Technologies International LLC	Delaware
Airfoil Technologies International-UK, Ltd.	UK
Airfoil Technologies Singapore PTE LTD	Singapore
American General Aircraft Holding Co., Inc.	Delaware
Astraflex Limited	UK
Autogas Techniek Holland B.V.	Netherlands
Bavaria Cargo Technologie GmbH	Germany
Capro de Mexico, S.A. de C.V.	Mexico
Capro GP LLC	Delaware
Capro LP LLC	Delaware
Capro, Ltd.	Texas
Capro-Casiraghi S.r.l.	Italy
Capro-Hungary Service Parts Manufacturing LLC	Hungary
Cepco Precision Company of Canada, Inc.	Canada
Chemtronics International Ltd.	UK
Chongqing Teleflex Automotive Parts Co., Ltd.	China
Cofraca S.A.	France
Compart Automotive B.V.	The Netherlands
Entech, Inc.	New Jersey
Gator-Gard Incorporated	Delaware
Gibeck Larry Care AB	Sweden
HRC Holding	

Inc.	US
Hudson Ensenada	Mexico
Hudson Euro Co.Holding S.a.r.l.	Luxembourg
Hudson RCI AB	Sweden
Hudson RCI GmbH	Germany
Hudson RCI (UK) Ltd.	UK
Hudson RCI SAS	France
Hudson Respiratory Care Inc.	US

TELEFLEX INCORPORATED
SUBSIDIARIES

SUBSIDIARY

JURISDICTION OF
INCORPORATION

Hudson Respiratory Care Tecate, S. de R.L. de C.V.	Mexico
ICOR AB	Sweden
ICOR Holding AB	Sweden
IH Holding LLC	Delaware
Industrias Hudson S.A. de C.V.	Mexico

Inmed (Malaysia) Holdings Sdn. Berhad	Malaysia
Inmed Acquisition, Inc.	Delaware
Inmed Corporation (6)	Georgia
Intelligent Applications Limited	UK
Koltec-Necam, B.V.	Netherlands
Kwieclass Sdn. Bhd.	Malaysia
Lehr Precision, Inc. (7)	Ohio
Mal Tool & Engineering Limited	UK
McKechnie Engineered Plastics Limited and	UK
McKechnie Vehicle Components USA, Inc.	Delaware
Meddig Medizintechnik Vertriebs-GmbH	Germany
Medical Service Vertriebs-GmbH	Germany
Mediland Rusch Care S.r.l.	Italy
Morse Controls S.L. Spain	Spain
Norland Plastics Company	Delaware
Pabisch GmbH	Germany
Pilling Weck Chiurgische Produkte GmbH	Germany
Pilling Weck Incorporated (8)	Delaware
Pilling Weck Incorporated (9)	Pennsylvania
Pilling Weck (Asia) PTE Ltd. (10)	Singapore
Pilling Weck (Canada)Ltd.	Canada
Pilling Weck Canada L.P.	Canada
Pilling Weck n.v.	Belgium
Productos Aereos, S.A. de C.V.	Mexico
RMH Controls Limited	UK
Rusch Asia Pacific Sdn. Berhad	Malaysia
Rusch Austria GmbH	Austria
Rusch (UK) Ltd.	UK
Rusch France S.A.R.L.	France
Rusch Hospital (11)	Germany
Rusch Hospital S.r.l.	Italy
Rusch Italia S.A.R.L.	Italy
Rusch Manufacturing (UK) Ltd.	UK
Rusch Manufacturing Sdn. Berhad	Malaysia
Rusch Medica Espana SA	Spain
Rusch Medical, S.A. (12)	France

TELEFLEX INCORPORATED
SUBSIDIARIES

SUBSIDIARY	JURISDICTION OF INCORPORATION
Rusch Mexico, S.A. de C.V.	Mexico
Rusch Sdn. Berhad	Malaysia
Rusch Uruguay Ltda.	Uruguay
Rusch-Pilling Limited	Canada
S. Asferg Hospitalsartikler ApS	Denmark
Scila Clusienne	France
Shanghai Lone Star Cable Company, LTD	China
Shanghai Teleflex Auto Parts Co., Ltd.	China
Shanghai Teleflex Morse Dongfeng Control Systems Co., Ltd.	China
Sierra International Inc.	Illinois
Simal S.A.	Belgium
Southwest Wire Rope GP LLC	Delaware
Southwest Wire Rope, LP.	Texas
Spiralflex Srl	Italy
SSI Surgical Services, Inc. (13)	New York
Steamer Holding AB	Sweden
Technology Development Corporation	Pennsylvania
Technology Holding Company	Delaware
Technology Holding Company II	Delaware

Technology Holding Company III	Delaware
Telair International AB	Sweden
Telair International GmbH (14)	Germany
Telair International Incorporated (15)	California
Telair International Incorporated	Delaware
Telair International Services GmbH	Germany
Telair International Services PTE LTD	Singapore
Teleflex (Canada) Limited	Canada (B.C.)
Teleflex Aerospace Manufacturing (France) SARL (16)	France
Teleflex Aerospace Manufacturing (Tourolle) S.A. (17)	France
Teleflex Aerospace Manufacturing de Mexico s. de R.L. de C.V. (18)	Mexico
Teleflex Aerospace Manufacturing Group, Inc. (19)	Delaware
Teleflex Automotive (Co-Partnership)	Michigan
Teleflex Automotive Germany GmbH (20)	Germany
Teleflex Automotive de Mexico S.A. de C.V.	Mexico
Teleflex Automotive Manufacturing Corporation	Delaware
Teleflex do Brasil S.A.	Brasil
Teleflex Canada LP	Canada
Teleflex Castings LLC	Delaware
Teleflex Capro Pty Ltd	Australia
Teleflex-CT Devices Incorporated	Delaware
Teleflex Fluid Systems (Europe) BV	Netherlands

TELEFLEX INCORPORATED
SUBSIDIARIES

SUBSIDIARY	JURISDICTION OF INCORPORATION
Teleflex Fluid Systems (Europe) SA	Spain
Teleflex Fluid Systems, Inc.	Connecticut
Teleflex Fluid Systems (UK) Limited	UK
Teleflex Funding Corporation	Delaware
TeleflexGFI Control Systems, Inc.	Delaware
Teleflex GFI Control Systems LP	Canada
Teleflex GFI Europe B.V.	Netherlands
Teleflex Holding Company II	Delaware
Teleflex Holding Company (21)	Canada
Teleflex Holding Malta I	Malta
Teleflex Holding Malta II	Malta
Teleflex Holding Netherlands B.V.	Netherlands
Teleflex Holding Singapore Pte. Ltd.	Singapore
Teleflex Industries Limited	UK
Teleflex Limited	UK
Teleflex Machine Products, Inc.	Delaware
Teleflex Medical de Mexico, SA. De C.V.	Mexico
Teleflex Medical Private Limited	India
Teleflex Medical s.a. (22)	France
Teleflex Megatech Inc.	Ontario
Teleflex Morse GmbH	Germany
Teleflex Morse Limited	UK
Teleflex-Morse (N.Z.) Limited	New Zealand
Teleflex Morse Pte. Ltd.	Singapore
Teleflex Morse PTY Limited	Australia
Teleflex Morse Stockholm AB (formerly Morse Controls AB)	Sweden
Teleflex (Shenyang) Auto Parts Manufacture Co., Ltd.	China
Teleflex TTS LLC	Delaware
Teleflex Turbine Services Corporation (23)	New York
Teleflex Turbine Services Construction Corporation	Louisiana
Teleflex UK Limited	UK
Texas Repair LLC	Delaware
TFX Automotive LTD (24)	UK

TFX Engineering Ltd.
 TFX Equities Incorporated
 TFX Financial Services (UK)
 TFX Foreign Sales Corporation
 TFX Group Limited
 TFX Group LLC
 TFX Holding LP
 TFX Holding GmbH

Bermuda
 Delaware
 UK
 Barbados
 UK
 Delaware
 Canada
 Germany

TELEFLEX INCORPORATED
 SUBSIDIARIES

SUBSIDIARY	JURISDICTION OF INCORPORATION
TFX International Corporation	Delaware
TFX International S. A.(25)	France
TFX Marine Incorporated	Delaware
TFX Medical Incorporated (26)	Delaware
TFX North America Inc.	Delaware
TFX Medical Wire Products, Inc.	Delaware
TFX Scandinavia AB (27)	Sweden
Top Surgical GmbH	Germany
United Parts Driver Control Systems B.V.	The Netherlands
United Parts Driver Control Systems (UK) Ltd	UK
United Parts Driver Control Systems (Holding) GmbH	Germany
United Parts de Mexico SA de CV	Mexico
United Parts France S.A.	France
United Parts Group B.V.	The Netherlands
United Parts FHS Automobile Systeme GmbH	Germany
United Parts s.a.	France
United Parts Slovakia sro	Slovakia
Victor Huber GmbH	Germany
Willy Rusch GmbH	Germany
Willy Rusch Grundstucks und Beteiligungs AG + Co KG ("Rusch G B")	Germany

1. Trades as Teleflex Aerospace Manufacturing Group-Indiana
2. Trades as Teleflex Automotive
3. Trades as Teleflex Automotive
4. Trades as Teleflex Automotive
5. Trades as Teleflex Automotive
6. Trades as Rusch Inc.
7. Trades as Sermatech-Lehr and Teleflex Aerospace Manufacturing Group-Ohio
8. Trades as Weck Closure Systems
9. Trades as Pilling Weck Surgical, Pilling, Pilling Surgical, Weck Closure Systems and Weck Surgical
10. Formerly Rusch-Pilling (Asia) PTE LTD.
11. Formerly Asid Bonz GmbH
12. Formerly Europe Medical, S.A.
13. Formerly Medical Sterilization, Inc.
14. Formerly Scandinavian Bellyloading Co. AB

15. Formerly The Talley Corporation. Trades as Teleflex Control Systems
16. Formerly Sermatech Mal-Tool SARL
17. Formerly Sermatech-Tourelle S.A.
18. Formerly Sermatech de Mexico s. de R.L. de C.V.

19. Formerly Sermatech Engineering Group, Inc.
20. Formerly Telair Cargo Electronic Systems GmbH
21. Formerly GFI Control Systems Inc.
22. Formerly Rusch Pilling S.A.
23. Formerly Turbine Technology Services Corporation
24. Formerly S.J. Clark (Cables) Limited. Trades as Clarks Cables.
25. Formerly Mal Tool & Engineering SARL
26. Trades as TFX Fluoroplastics
27. Formerly TFX Controls AB

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (File Nos. 2-98715, 33-34753, 33-53385, 333-77601, 333-38224, 333-41654, 333-59814, 333-101005, 333-120245 and 333-127103) of Teleflex Incorporated of our report dated March 20, 2006 relating to the consolidated financial statements, financial statement schedule, management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

PricewaterhouseCoopers LLP
Philadelphia, PA
March 20, 2006

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Jeffrey P. Black, certify that:

1. I have reviewed this annual report on Form 10-K of Teleflex Incorporated;
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 the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 20, 2006

/s/ Jeffrey P. Black

Jeffrey P. Black
Chief Executive Officer and President

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Martin S. Headley, certify that:

1. I have reviewed this annual report on Form 10-K of Teleflex Incorporated;
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 the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 20, 2006

/s/ Martin S. Headley

Martin S. Headley
Chief Financial Officer and

Executive Vice President

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF
THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Teleflex Incorporated (the "Company") on Form 10-K for the period ending December 25, 2005, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jeffrey P. Black, Chief Executive Officer and President of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial position and results of operations of the Company.

Date : March 20, 2006

/s/ Jeffrey P. Black

Jeffrey P. Black
Chief Executive Officer and President

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF
THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Teleflex Incorporated (the "Company") on Form 10-K for the year ending December 25, 2005, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Martin S. Headley, Chief Financial Officer and Executive Vice President, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial position and results of operations of the Company.

Date : March 20, 2006

/s/ Martin S. Headley

Martin S. Headley
Chief Financial Officer and
Executive Vice President