ZIMMER BIOMET
Moving You Forward.™

Rev.1, 26 April 2024

ZIMMER BIOMET PURCHASE ORDER TERMS AND CONDITIONS

1. **GENERAL:** These terms and conditions (“Terms”) shall be applicable to any accompanying purchase order received by you ("Supplier") from Zimmer Biomet Ireland Ltd. and Zimmer Orthopedics Manufacturing Ltd., Zimmer Biomet companies, and any of their direct or indirect affiliates or subsidiaries ("Purchaser" or “Zimmer Biomet”). The term “Goods and Services” or “Products” means anything provided hereunder to Purchaser by Supplier. All specifications, drawings, and data submitted to Supplier relating to the purchase order and these purchase order Terms (collectively, the “Purchase Order”) are hereby incorporated herein. Additional terms, conditions, specifications, drawings, data, or instructions specified by Purchaser in the body of the Purchase Order, or in an exhibit thereto, are incorporated herein by reference, and, in the event of a conflict, shall take precedence over these Terms.

2. **ACCEPTANCE:** Acceptance of any Purchase Order issued by Purchaser is expressly limited to these Terms and the applicable Purchase Order. Purchaser shall not be bound by any additional, different, or inconsistent terms contained in any proposal, quotation, acceptance, invoice, or any other document or communication from Supplier unless the parties specifically agree in writing to incorporate such terms in the Purchase Order or unless such terms are otherwise agreed to in writing by Purchaser. Supplier's shipment of Goods or commencement of work in response to Purchaser's Order shall constitute acceptance of these Terms, and any additional, different, or inconsistent terms contained in any document or communication submitted by Supplier or contained in any acknowledgement, invoice, preprinted terms, or other form, whether issued before or after the issuance of the Purchase Order shall not be binding on Purchaser, shall be considered waived and affirmatively rejected, and shall not constitute any part of the contract of sale resulting from Supplier's acceptance, notwithstanding Purchaser’s acceptance or payment for any Goods or Services or any similar act.

3. **MODIFICATIONS OR AMENDMENTS:** (a) **Purchase Order**: No modification, variation, or amendment of a Purchase Order, the Terms of such Purchase Order, or the contract of sale resulting from the acceptance of a Purchase Order shall be valid or binding on Purchaser unless agreed to in writing by a duly authorized Purchaser representative. Despite anything to the contrary contained in these Terms, if Supplier and Purchaser have executed a written agreement which governs the purchase and sale of the applicable Goods or performance of a Service, the terms of such agreement shall be controlling and shall take precedence over these Terms and any additional or different terms contained in any document generated by Supplier; (b) **Scope of Purchase Order by Purchaser:** Purchaser shall have the right by written Purchase Order issued at any time prior to delivery of the Goods or performance of the service, to make changes in the work to be performed on the Goods or Service. If such changes cause an increase or decrease in the amount due under the Purchase Order or in the time required for its performance, an equitable adjustment shall be made and the Purchase Order shall be modified in writing accordingly. Any claim for adjustment must be asserted by Supplier in writing within ten (10) business days from the date the change is ordered. If such changes render any items not yet delivered to Purchaser nonconforming or obsolete, Purchaser shall have the right to prescribe the manner of disposal of such items. Nothing contained in this clause shall relieve Supplier from proceeding without delay in the performance of the

Purchase Order as changed; (c) **Terms and Conditions contained in incorporated documents located online or in websites**: terms and provisions contained in documents located online or in websites, which are referred to or incorporated in this Purchase Order, may be changed and amended from time to time by Purchaser, and shall be those terms and conditions contained in such documents as of the date of this Purchase Order.

4. **PRICE:** Supplier shall invoice Purchaser at prices set out in the Purchase Order, which prices shall be complete and without any addition. If no price is stated on the Purchase Order, Goods cannot be furnished at a price higher than the last price paid by Purchaser to Supplier for comparable Goods unless such price increase is agreed to in writing by Purchaser. Supplier represents that the price charged for the Goods is the lowest price charged by Supplier to other Purchasers of a class similar to Purchaser under similar circumstances. Supplier agrees that any general price reduction in Goods or Service covered by the Purchase Order at any time prior to the shipment of the same will be applied to the Purchase Order. Supplier represents that the prices charged for items covered by the Purchase Order comply with applicable government regulations are not in excess of or less than prices permitted by any applicable law, rule or regulation. Supplier agrees to refund any amount paid by Purchaser in excess of lawful amounts.

   Any additional reasonable and justified expenses cannot be claimed without Purchaser's prior written approval.

   Purchaser shall have the right to off-set any payment or other obligation owed by Purchaser to Supplier, in whole or in part, against any payment or other obligation owed by Supplier to Purchaser.

5. **TAX**: Unless otherwise agreed in writing and in advance by Purchaser, Supplier shall be responsible for payment of any and all taxes, customs duties, or other charges imposed by any governmental entity that are, under applicable laws, imposed on the manufacture, provision or sale of the Goods or Services delivered or provided pursuant to this Purchase Order or related payment therefor. Purchase price is exclusive of VAT. VAT shall be added to the purchase price by Supplier if, and to the extent applicable mandatory laws, so require.

6. **SUPPLIER REPRESENTATIONS:** Supplier shall: (i) provide to Purchaser the Goods and Services ordered in accordance with the terms stipulated in the Purchase Order; (ii) keep Purchaser advised of the status of the Purchase Order; (iii) permit duly authorized representatives of Purchaser reasonable access to Supplier's facilities from time to time upon reasonable notice to inspect the Goods and Services, to review and observe the manufacture and processing of Goods and Services, and/or to examine all records related thereto; (iv) provide Purchaser with such reports as are appropriate to the nature of the Goods and Services ordered and as may be reasonably requested by Purchaser from time to time; (v) retain records and other documentation regarding the manufacture process; and (vi) keep, for orders requiring payment based on hours worked, cost of materials used and/or expenses incurred, records of hours worked, cost of materials used, which records Purchaser's duly authorized representatives may examine from time to time upon reasonable notice. Further, if the Purchase Order includes Services, Supplier represents and warrants that: (i) such Services will be performed or provided by qualified individuals skilled and trained in the performance of such Services; (ii) such services will be performed or provided in a workmanlike, professional manner in accordance with applicable industry standards; (iii) its providing of the Services will not violate or breach any obligation of Supplier to a third party; and (iv) providing or performing the Services will not violate any third party patents, copyrights, trade secret, trademark or intellectual property rights. The above warranties are in addition to any other express, implied or

statutory warranties of Supplier and shall survive acceptance and use of, and payment for, the Goods or performance of the Services.

7. **CHANGES IN MATERIALS OR PROCESS BY SUPPLIER**: Supplier acknowledges that certain Goods purchased hereunder may be incorporated into medical devices and other products which are regulated under Regulation (EU) 2017/745 of the European Parliament and of the Council of 5 April 2017 on medical devices ("MDR") and/or other global regulatory bodies. Supplier agrees that it will make no changes or modifications in the manufacture or in any raw material, facilities, suppliers/subcontractors, inspection/test plans, process, or packaging methods and materials involving or affecting the Goods ("Changes"), without Purchaser's prior written approval. The foregoing Changes include, without limitation, changes to equipment, fluids used in processing or manufacture, and any other fluids, adhesives, or lubricants which by design or intent come in contact with the Goods. Supplier's notification of Changes must be made in sufficient detail to allow Purchaser to determine the impact of such Change(s), if any, upon the completed medical device prior to Supplier effectuating such Change. In the event Supplier proposes a Change, Supplier shall cease performance on all outstanding Purchase Orders and those partially completed pending written acceptance of such Change(s) by Purchaser. Supplier shall not modify, alter, or Change the performance or delivery of Services specified on this Purchase Order (or associated documentation) without the advance written consent of Purchaser.

8. **CANCELLATION:** (1) **Convenience**: Purchaser shall have the right, upon written notice to Supplier, to cancel the Purchase Order on any unfilled portion, and Purchaser's liability therefore shall be limited to Supplier's non-cancellable justifiable cost for materials and services and labor incurred for such undelivered Goods and Services up to the date of cancellation of the Purchase Order. (2) **For late delivery**: Purchaser shall have no liability for any cancellation of a Purchase Order for Goods and Services that have not been delivered within thirty (30) days after the delivery date indicated in the Purchase Order and may hold Supplier accountable for any additional damages incurred by Purchaser as a result of its cancellation. (3) **For default/bankruptcy**: Purchaser may cancel the Purchase Order in whole or in part at any time by written notice if Supplier defaults in performance of its obligations hereunder or fails to make progress in the work so as to endanger its performance, in the event of any proceedings, voluntary or involuntary, in bankruptcy or solvency, by or against Supplier, or in the event of the appointment with or without Supplier's consent of an assignee for the benefit of creditors or of a receiver, examiner, administrator or equivalent under the laws of any relevant jurisidction. Upon any such cancellation, Purchaser shall have no liability under the Purchase Order and may hold Supplier accountable for any additional damages incurred by Purchaser as a result of its cancellation.

9. **WORK ON PREMISES**: If Supplier's obligations under the Purchase Order involve operations by Supplier on Purchaser's premises, Supplier agrees to comply with, and require its employees and contractors performing such Services to comply with, all plant safety rules and regulations. Supplier shall also perform all work in a safe manner, keeping premises free of safety hazards at all times, and conform to nationallaws and safety regulations while on Purchaser's premises. A certificate of insurance covering Supplier's employees and property damage liability is required prior to the start of any work. All such operations shall be conducted as an independent contractor and neither Supplier nor any of its employees shall be considered employees of Purchaser. Supplier agrees to remove and replace any of Supplier's employees and/or contractors to whom Purchaser has a reasonable objection.

10. **PACKAGING**: Supplier shall be responsible for safe packing, which must conform to the requirements of carrier's tariffs. Supplier shall separately number all cases, packages, etc. showing the corresponding numbers on the invoices. All itemized packing slips, bearing the Purchase Order number, must be placed in each container. No extra charge shall be made for packing materials unless authorized by Purchaser in the Purchase Order.

11. **SAFETY DATA SHEETS**: If required by law, an applicable Safety Data Sheet ("SDS") and labeling will precede or accompany each shipment of Supplier. Supplier shall further provide Purchaser with updated SDS's and labeling as required by law.

12. **IMPLANTABLE RAW MATERIAL ALLOY**: Implantable parts requiring compliance to Biomet Material Specifications ("BMS") for implantable grade alloys must comply with GBLF06022 Implantable Raw Material Approved Supplier List.

13. **DELIVERY/NOTICE OF LABOR DISPUTES**: Shipments or deliveries shall be strictly in accordance with the quantities, lead times and schedule specified in the Purchase Order. Supplier shall promptly notify Purchaser in writing of the delay or potential delay of delivery, the estimated duration of the delay, and, if requested by Purchasers, ship via means which will avoid or minimize delay to the maximum extent possible, with the added cost to be borne by Supplier. This notification shall not relieve Supplier of its obligations. Supplier shall notify Purchaser immediately of any actual or potential labor dispute which is delaying or threatens to delay the time and performance of this Purchase Order. No acts of Purchaser, including, without limitation, modification of the Purchase Order or acceptance of late deliveries shall constitute waiver of this provision. In addition to all other remedies available to Purchaser, Supplier shall be responsible for covering any incidental or consequential damages of Purchaser due to delayed or potential delayed delivery. Purchaser reserves the right to refuse or return, at Supplier's risk and expense, shipments made in excess of the Purchase Order quantity or in advance of required schedules, or to defer payment of advanced deliveries until scheduled delivery dates.

14. **SHIPPING**: Any Goods shipped to Purchaser facilities under the Purchase Order shall be addressed to Supplier c/o Purchaser. Unless otherwise directed in writing by Purchaser, FCA (Free Carrier), Supplier site, INCOTERMS 2020, shall apply to all shipments of Goods under the Purchase Order, except to the extent specific Purchase Order terms contradict the relevant INCOTERMS 2020, in which case the Purchase Order controls. Supplier shall utilize Purchaser's specified carrier. Purchaser shall notify Supplier of the contact details for the relevant carrier and Supplier shall coordinate delivery of the Goods with such carrier.

    Title to materials to be delivered hereunder shall not pass until the materials reach the indicated receiving point and are accepted.

15. **Trade Regulations: <u>Exports</u>** Supplier agrees to comply with all applicable laws relating to export control and sanction legislation, specifically including, but not limited to certain rules and policies that have been issued by the United States' and European Union's authorities or those of the country whose laws govern these terms or in which these terms are performed which strictly control the export, re-export, service, support and other activities with certain countries. Among those rules and regulations, the US Bureau of Industry and Security and the US Office of Foreign Assets Control have issued several prohibitions to trade with specific countries or with

specific persons, restrictions which, in the case of this Agreement, cover customers to whom Supplier may sell the Products (collectively the "**Trade Control Laws**").

By entering into this Agreement, Supplier further:

a. Agrees that under no circumstances will Supplier sell Products to a customer of whom it has reason to believe that such customer will attempt to or actually circumvent any applicable laws in purchasing the Products.

b. Agrees that in the event that any documentation within the control of Zimmer Biomet is required under applicable law, such as a license, Supplier will provide Zimmer Biomet with such documentation upon Zimmer Biomet's first written request.

c. represents that neither Supplier, nor any parent, subsidiary, affiliate of Supplier is listed on any Restricted Party List of an agency of the U .S. Government or of the European Union, (or Swiss authority for contracts with Zimmer GmbH), or any applicable non-U.S. Government, or international organization, or any applicable national, state, local government or municipality, nor are their export privileges denied, suspended or revoked. For purposes of this provision , "Restricted Party List" is defined to include the U.S. Government's Denied Persons List, Unverified List, Entity List, Nonproliferation Sanctions List, AECA Debarred List, 'Specially Designated Nationals (SDN) List, Sectoral Sanctions Identifications (SSI) List, Foreign Sanctions Evaders List, Excluded Parties List, or Palestinian Legislative Council (PLC) List, or other similar lists issued by the U.S. Government or a non-U.S. government, or international organization, or any state or local government, or municipality that relates to export controls, economic sanctions, or anti-corruption.

Such list for the United States is available at http://www.export.gov/ecr/eg_main_023148.asp. The restrictions imposed in the European Union can be found on: http://ec.europa.eu/dgs/fpi/what-we-do/sanctions_en.htm. The restrictions imposed from Switzerland can be found on: *https://www.seco.admin.ch/seco/de/home/Aussenwirtschaftspolitik_Wirtschaftliche_Zusammenarbeit/Wirtschaftsbeziehungen/exportkontrollen-und-sanktionen/sanktionen-embargos.html*

When performing the Services, Supplier shall not deal with, contract or utilize any party on the Restricted Party List. Moreover, Zimmer Biomet reserves the right at any time, to the full extent permitted by applicable laws and regulations, to communicate to Supplier a Zimmer Biomet list of third parties that Supplier cannot deal with, contract or utilize when performing the Services.

d. Agrees to immediately notify Zimmer Biomet if Supplier, or any parent, subsidiary, affiliate, or subcontractor is added to any such Restricted Party List.

e. Acknowledges and agrees that each Product (together with any software, technology, documents, and other material that may be embedded therein or provided therewith), may be subject to Trade Control Laws which may restrict the export of products from those regions and their re-export from other countries. Supplier will comply with the Trade Control Laws and all other applicable laws in the performance of this Agreement and in the import, export, re-export, shipment, transfer, sale, use, operation, service, support, maintenance, or repair of Products and any related technology and services. Suppliers outside of the EU acknowledge and agree to be authorized pursuant to the terms and

conditions of this Agreement to distribute Products for civilian end-use only within the Territory and for the civilian end-use covered by the scope of this Agreement.

f. Acknowledges and confirms that it will not sell Products or engage in the provision of technical support or other services, directly or indirectly through third parties or otherwise, to Cuba, Iran, North Korea, Sudan, or Syria or, if determined by Zimmer Biomet and notified to Supplier from time to time, any additional country. Supplier further acknowledges and agrees that under no circumstances the Products will be re- exported or diverted, whole or in part, against any relevant export control regulations, or of any related country of origin.

g. Agrees that in the event that the Supplier is outside of the EU, the Supplier acknowledges and agrees that, upon request from Zimmer Biomet, they shall provide in writing a list of customers or end users to which Supplier has provided, or may provide Products, services and/or technology covered by this Agreement. The Parties specifically agree that Supplier's making available such names will not create a right to indemnification in Zimmer Biomet upon expiration or termination of this Agreement. In case Supplier is within the EU, upon request from Zimmer Biomet, Supplier is required to provide to a custodian third party a list of customers or end users to which Supplier has provided, or might provide Products, services and/or technology covered by this Agreement for the sole purpose of checking that such persons or entities do not appear on any Restricted Party Lists or otherwise restricted under applicable Trade Control Laws. The Parties specifically agree that Supplier's making available such names will not create a right to indemnification in Zimmer Biomet upon expiration or termination of this Agreement. Under this Agreement, Zimmer Biomet has the right to inspect the books and records of Supplier to confirm compliance with the Trade Control Laws by Supplier with respect to Products, services and/or technology covered by this Agreement.

h. Confirms that Supplier fully understands the scope of the prohibition(s) stated above and further acknowledges that Supplier will be fully responsible for controlling and making sure that no Product is being sold to a person in violation of Trade Control laws. Supplier will take no action that would cause Zimmer Biomet to be in violation of any laws including Trade Control Laws. Despite anything to the contrary in this Agreement, Zimmer Biomet is not required to act in any way that is prohibited by Trade Control Laws. Nothing in this Agreement shall be construed as obliging Zimmer Biomet to violate at any time applicable Trade Control Laws and Zimmer Biomet will be free to refrain from being directly or indirectly involved in the provision of goods, services and/or technology in such case.

i. Agrees that if at any time during the term of this Agreement, applicable Trade Control Laws prohibits the sale of Products; all rights of Supplier granted under this Agreement are automatically suspended for the estimated term of application of such applicable Trade Control Laws. Alternatively, at Zimmer Biomet's sole reasonable discretion, Zimmer Biomet shall be entitled to terminate the Agreement for good cause after written notice, with immediate effect.

j. Will indemnify and hold harmless Zimmer Biomet from and against, and will pay to Zimmer Biomet the amount of, any loss, liability, claim, civil penalty, criminal fee, damage (including incidental damages), expense (including costs of investigation and defense and reasonable outside attorneys' and other legal fees), arising, directly or indirectly, from or in connection with any obligation or liability arising out of or relating to any obligation or requirement of Trade Control Laws.

Supplier will notify Zimmer Biomet in writing of any future changes to the export classification information of the Product(s). **Customs.** Supplier shall provide prompt notification to Zimmer Biomet in the event of any violation, or potential violation, of the laws and regulations listed above. Supplier shall notify Zimmer Biomet of the export classification (Harmonized Tariff Schedule (HTS) and the Country of Origin (COO)) of any deliverable under the Purchase Order, under applicable export control laws or regulations. Supplier shall fully pack for transit, mark with appropriate labels, names and numbers to identify the Products as belonging to Zimmer Biomet, and provide all necessary documents, papers and certificates required to for Customs clearance, and be exported without undue delay or expense. Supplier shall provide appropriate documentation identifying Supplier's registration number, the Product Code(s),. Supplier (Non-U.S.) shall participate in Zimmer Biomet's International Shipment Pre-Alert program by providing an advance copy of shipping documents (Commercial Invoice(s), Shipper's Declaration, once the AWB/Tracking Number has been obtained. Supplier shall immediately notify Zimmer Biomet if Supplier is, or becomes, listed on any denied parties list or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part, by any government or agency thereof.

16. **INSPECTIONS:** All Goods delivered shall be subject to inspection, testing, and audit by Purchaser or its agent(s) at reasonable times and places. Neither the inspection, testing, nor audit of the Goods, nor the failure to do so shall constitute acceptance of the Goods or relieve Supplier from its responsibility for furnishing Goods in strict compliance with its obligations hereunder. Acceptance of all or part of the Goods, use thereof and/or payment therefore or failure to notify Supplier promptly shall not waive or affect Purchaser's right to reject, cancel, or return all or part of the Goods, to recover damages or to recover upon Supplier's warranties or agreements of indemnity. Purchaser may reject any Goods that do not strictly comply with this Purchase Order, including any applicable specifications. Payment for or acceptance of any part of a shipment shall not bind Purchaser to accept future shipments of nonconforming Goods or negate Purchaser's right to return nonconforming Goods already accepted. All Goods rejected by Purchaser shall be returned at Supplier's expense for both delivery and return transportation. No replacement or substitution of the rejected Goods or any part thereof shall be made without Purchaser's prior written authorization. Supplier shall submit a certification of conformance with shipment to Purchaser.

17. **INVOICES AND PAYMENT TERMS/DISCOUNTS: 1) Invoices**: A separate invoice shall be issued for each shipment. Unless otherwise specified in the Purchase Order, no invoice shall be issued prior to the shipment of Goods or provision of Services and no payment will be due prior to receipt of the Goods and/or Services and the applicable invoice. Only undisputed amounts due will be payable by the due date. On disputed invoices no late charges or collection costs will be assessed. **2) Payment terms/Discounts:** Purchaser will pay for the Goods and Services within seventy-five (75) days of receipt of the invoice, unless discounts of 3% in respect of 15 days payment terms are offered for earlier payment. Applicable discounts will be taken on the full invoice amount. The payment date will be the date Purchaser's check is mailed or payment is otherwise transmitted to Supplier.

18. **Warranty:** Supplier represents and warrants that the Goods furnished and the Services provided hereunder will: (a) be of merchantable quality and fit for the intended purposes; (b) be free from defects in material, workmanship and fabrication; (c) fully conform with the Order, Purchaser's quality requirements and any standards, specifications, plans, designs, drawings, instructions or samples furnished or specified by Purchaser; (d) be of quality, quantity, size, description and dimension specified by Purchaser; (e) be delivered free and clear of any liens, claims or encumbrances of any kind and (f) be delivered and produced and/or performed in a safe,

proper and workmanlike manner in compliance with all applicable laws, rules, regulations and codes by duly trained and qualified employees or contractors for a period of at least 36 months following the date of the delivery. These warranties shall survive acceptance and payment and shall run to Purchaser, its affiliates, successors and assigns, Purchaser's customers and all users of the Goods or Services or any products into which the Goods or Services are incorporated. Such warranties are in addition to any other express, implied or statutory warranties of Supplier and shall survive acceptance and use of, and payment for, the Goods and/or Services.

19. **QUALITY MATTERS:** 1) **Audits**: Purchaser may, at reasonable intervals, audit Supplier's quality program for conformance to the applicable requirements of the Quality System Regulation contained at 21 C.F.R. Part 820 (QSR) and to the intent of ISO 13485 Medical Devices - Quality Management System - Requirements for Regulatory Purposes or applicable ISO Quality Management System or Purchaser's quality assurance specifications for suppliers. Supplier shall fully cooperate with Purchaser in handling third party complaints arising from the Goods and Services. Supplier shall permit representatives of Purchaser to access Supplier's facilities from time to time upon reasonable notice to inspect the Goods and Services and review and observe the manufacture and processing of Goods and Services and/or examine all records related thereto. 2) **Public authorities´ Inspections:** Supplier acknowledges that Goods and Services purchased hereunder may be incorporated into products which will be purchased by an agency or branch of the federal government. In the event that any public authority within the EU requests an inspection of the manufacturing facilities and records relative to the Good purchased hereunder, Supplier hereby agrees that said inspection shall be permitted. Supplier shall immediately notify Purchaser when it learns such an inspection is scheduled or is occurring, shall notify Purchaser of the results of any such inspection and, if any deficiency is noted, shall provide Purchaser with its corrective action plan. **3) Complaints:** Supplier shall provide, in a timely manner, such assistance and information as Purchaser reasonably requests to fulfill its reporting obligations for the Goods and Services and each product into which the Goods and Services may be incorporated. Supplier's quality management procedures, device history records and all batch and validation records related to the Goods and Services shall be maintained by Supplier in accordance with the requirements of applicable laws and shall be made available for inspection by Purchaser, its representatives and/or any relevant regulatory authorities. 4) **Recall of Goods and Services:** If at any time after acceptance of the Purchase Order by Supplier or delivery and/or acceptance of the Goods and Services by Purchaser, all or any part of the Goods and Services become subject to a voluntary or involuntary recall by any public authority or corrective action by Supplier, Supplier shall assume responsibility and costs for implementing and complying with such recall according to applicable laws, regulations, and government orders, including costs arising from the return and/or replacement of such Goods and Services, to the extent that the Goods and Services do not conform to Purchaser specifications or contain latent defects that resulted in the recall. Supplier shall be responsible for all communications necessary to comply with such recall. Any communications to Purchaser's customers regarding the recall or corrective action must be approved in advance by Purchaser. Supplier shall credit or reimburse Purchaser for the costs of recalled Goods and Services and any costs or losses incurred by Purchaser as a result of the recall. Supplier shall further promptly inform Purchaser regarding recalls and other safety concerns regarding products similar to the items supplied by Supplier to customers other than Purchaser.

20. **REGULATORY SUPPORT**: A) Supplier shall, at Purchaser's written request, provide to Purchaser any necessary regulatory support in all countries in which Purchaser sells any product that includes the Goods and Services under the Purchase Order, including but not limited to, the following: (i) any available biocompatibility and mechanical testing data in raw and summary form, and updates on such data, in relation to the Goods and Services; (ii) other information related to the general performance and/or other general physical characteristics of the Goods and Services;(iii) additional information necessary for regulatory approval by any country's regulatory authority where Purchaser sells its products which include the Goods and Services; and (iv) if the Goods and Services are licensed or registered or approved for use in any country in which Purchaser sells its products, Supplier will provide Purchaser notice of such registration, license or approval. B) Supplier will provide Purchaser notifications of registration / certification changes, including but not limited to, the following: i) Change in ISO certification status; ii) details of any actions (e.g. correction, removal, or other regulatory inspection findings, etc.)

21. **PROPERTY AND DESIGNS**: Unless otherwise agreed in writing, title to all designs, sketches, drawings, specifications, programs, blueprints, patterns, dies, models, molds, tools, gauges, plates, cuts, special appliances, materials and all improvements thereto, furnished to Supplier by Purchaser and/or created or developed by Supplier for Purchaser in connection with or as a result of this Purchase Order, are and remain the property of Purchaser. Such property shall be recorded and identified as property of Purchaser and retained by Supplier on consignment. All Purchaser property, while in Supplier's custody or control, will be held at Supplier's risk, free of all liens, encumbrances or security interests of Supplier or third parties, and will be kept insured by Supplier at Supplier's expense in an amount equal to replacement cost with loss payable to Purchaser. Such Property shall not be disclosed to, or used by or on for the benefit of any third party, and will be used solely for Purchaser. While in Supplier's custody or control, Supplier shall maintain and repair such Property at Supplier's expense. Supplier shall be responsible for calibration of all such Property requiring calibration and shall maintain all records related to such calibration. Supplier shall provide Purchaser with original documentation and/or copies thereof when requested by Purchaser. Supplier will indemnify, protect, defend and hold harmless Purchaser, its successors and assigns from and against all loss or damage to such property occurring while in Supplier's custody or control. Such property shall be appropriately segregated from Supplier’s property and shall be prominently identified as belonging to Purchaser. All property of Purchaser is subject to removal by Purchaser at any time, and to return upon Purchaser's request.

22. **PATENTS AND INTELLECTUAL PROPERTY**: Supplier represents and warrants that the Goods sold hereunder, and the use of such Goods where a representation of suitability for such use, express or implied, has been made, do not and will not infringe any third-party patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property. Supplier acknowledges that any patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property (collectively, “Intellectual Property”) that Purchaser provides to Supplier are Purchaser's exclusive property and Supplier disclaims all rights in same. All drawings, art work, special products, materials, information or data furnished by Purchaser and all Intellectual Property resulting from the Purchase Order (as referenced in the foregoing sentences) are Purchaser's exclusive property, shall be used by Supplier only for Purchaser's work, shall be kept confidential by Supplier and shall be returned to Purchaser at Purchaser's request. Purchaser may market, distribute and/or sell the Goods under its own trademark and trade name. Purchaser has the right to use any of Supplier's marks, names, other trade identities, copyrighted works or other intellectual property, to the extent that Supplier has incorporated such

property in or used such property in the manufacture of the Goods that are supplied by Supplier to Purchaser. Where the Goods and Services include experimental, developmental, or research work to be performed in accordance with special requirements of Purchaser, any such work will be considered "work for hire" or equivalent concept under applicable local laws and Supplier agrees to disclose and on request to assign to Purchaser each invention, copyright, confidential process or know-how, and trade secret or other form of Intellectual Property resulting therefrom and Supplier shall disclaim and waive all rights in same. Supplier agrees to execute any and all documents necessary to vest or transfer ownership of Intellectual Property to Purchaser or to evidence ownership in Purchaser.

23. **INDEMINIFICATION**: Supplier agrees to defend, indemnify and hold harmless Purchaser, its affiliates and subsidiaries, and their respective directors, officers, employees, agents, distributors, sales representatives, customers and end users of the Goods and Services, from and against any and all claims, suits, actions, demands, judgments, settlements, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and litigation expenses) directly or indirectly arising from or related to: (a) Supplier's breach of any provision of these Terms or the Purchase Order; (b) the negligent or more culpable act or omission of Supplier or its employees, consultants or subcontractors; (c) the production, manufacture or delivery of, or any defect in, the Goods and Services; (d) Supplier's failure to comply with applicable laws in the performance of its obligations under the Purchase Order; (e) actual or alleged infringement of any patent, copyright, trademark, trade dress, trade secret or other intellectual property right of any third party arising from Purchaser's purchase, use or sale of Goods and Services; (f) the assessment by any third party of liquidated damages or proven actual damages assessed related to the failure of Supplier to timely deliver the Goods and/or provide the Services; and (g) actions and proceedings brought by any government or any agency or instrumentality thereof related to the Goods. All such obligations of Supplier will survive acceptance and use of, and payment for, the Goods and Services, and completion, termination or cancellation of the Purchase Order.

24. **LIMITATION OF LIABILITY:** In the event of a breach by Purchaser, Purchaser will be liable to Supplier only for actual direct monetary damages. IN NO EVENT SHALL (A) THE LIABILITY OF PURCHASER ON ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE PERFORMANCE, NON-PERFORMANCE OR BREACH OF THE PURCHASE ORDER EXCEED THE GREATER OF (A) THE TOTAL COMPENSATION PAID BY PURCHASER TO SUPPLIER UNDER THE PURCHASE ORDER OR (B) THE PRICE ALLOCABLE TO THE AFFECTED GOODS AND SERVICES. IN NO EVENT SHALL PURCHASER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES. Any action by Supplier arising out of the Purchase Order must be commenced within one (1) year after the cause of action accrues or Supplier will be deemed to have waived any right to bring such action.

25. **COMPLIANCE WITH LAWS**: In providing Goods and Services under the Purchase Order, Supplier agrees that it shall comply and has complied with all applicable laws, rules and regulations, including, without limitation, all anti-corruption/anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act, the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("**OECD Bribery Convention**") and its national country enabling legislation, all anti-slavery and anti-human trafficking laws, and, as applicable, US 21CFR parts 11, 801, 803, 806, 807, 820, Medical Device Directive 2007/47/EC, Medical Devices Regulation (MDR) (EU) 2017/745, ISO 13485:2016. Goods and Services ordered herein may be used by Purchaser in fulfilling a local public tenders and may be subject to applicable Government procurement regulations, and Supplier agrees to be bound thereby and comply therewith. Supplier shall inform Purchaser promptly of any adverse events and/or any allegations or

findings of violations of applicable laws or regulations that have the potential of affecting the quality of the goods and/or services to be delivered. Supplier will hold Purchaser harmless from all liability resulting from any failure by it to comply with this provision.

26. **BUSINESS CONTINUITY PLANNING**: Supplier shall maintain and regularly update a disaster recovery and/or business continuity plan ("Plan") that details how Supplier will recover from a disaster and/or unexpected event and resume or continue operations related to the Goods and Services and perform its obligations under the Purchase Order. Supplier shall provide its Plan to Purchaser upon request.

27. **FORCE MAJURE:** Strikes, riots, wars, insurrection, embargoes, acts of terrorism, fires, floods, pandemics or other casualties, government actions, acts of God, or other events beyond Purchaser's reasonable control which shall effect Purchaser's ability to receive and/or use the Goods and Services ordered hereunder shall constitute valid grounds for suspension by Purchaser of shipment of Goods and performance of Services covered hereby without penalty or liability, upon written notification to Supplier, except that, upon cancellation for such causes, Purchaser may pay Supplier its direct expenditures incurred for labor and materials prior to Supplier's receipt of such notice of cancellation made upon the authority of the Purchase Order.

28. **UNO WAIVER:** No waiver of any provision contained in these Terms or a Purchase Order shall be valid unless made in writing and executed by the waiving party. The failure of either party to take action to enforce any of the provisions of these Terms or a Purchase Order shall constitute neither a waiver of a particular breach or any subsequent breach nor a waiver of either party's right to enforce any or all provisions of the Purchase Order through any remedy granted by law or the Purchase Order. Failure of Purchaser to insist upon strict performance shall not constitute a waiver of any of the provisions of the Purchase Order or waiver of any other default.

29. **INSURANCE:** A) During the term of the Purchase Order, Supplier shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, (i) Commercial General Liability and Umbrella Liability including coverage for product liability/completed operations and contractual liability with limits of not less than EUR 5,000,000 each occurrence. Supplier shall separately maintain Umbrella Liability including product liability coverage with a limit of liability no less than EUR 5,000,000 each occurrence, (ii) Workers' Compensation coverage on a Workers' Compensation Form (or equivalent) in accordance with applicable law, covering all employees who are to provide service under the Purchase Order. Supplier shall also maintain Employers' Liability coverage with limits of not less than the following Bodily Injury by Accident EUR 1,000,000 Each Accident. B) Upon Purchaser's request, Supplier shall provide Purchaser with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in the Purchase Order. C) The certificate of insurance shall name Purchaser as an additional insured. D) For product liability/completed operations, Supplier will maintain insurance coverage in effect for at least five (5) years after termination of the Purchase Order. E) Supplier shall provide Purchaser with sixty (60) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Zimmer Biomet's insurers and Purchaser or the Indemnified Parties.

30. **CONFIDENTIALITY/PUBLICITY/DATA PRIVACY**: Supplier agrees to treat as strictly secret and confidential all specifications, programs, drawings, blueprints, nomenclature, samples, models data, designs and other belonging to or supplied by Purchaser ("Purchaser's Information") in connection with the Purchase Order as

confidential. Supplier shall not use or disclose same to any third party except to the extent necessary to perform the terms of the Purchase Order or other Purchase Orders for Purchaser. Supplier shall return all Purchaser's Information and any copies thereof to Purchaser on Purchaser's request. Supplier shall not, without Purchaser's prior written consent, issue or release any public announcement, press release or other statement in any form of media, including the Internet, regarding the Purchase Order, the provisions hereof, or any of the transactions contemplated hereunder, including denial or confirmation of the fact that Supplier has contracted to furnish to Purchaser the materials herein ordered. Supplier shall not use Purchaser's name, or the names of any of Purchaser's affiliates, Purchaser's trademarks or other information regarding Purchaser in any advertisement or for any promotional purpose without Purchaser's prior written consent.

For purposes of these terms, "Data Controller", "Personal Data", "Processing" and "Data Subject" shall have the meanings ascribed to them as from May 25, 2018, in the EU General Data Protection Regulation (GDPR) (2016/679) and, before such date, in the data protection laws and requirements that apply to the parties in the different EU member states in relation to this Agreement ("Applicable Data Protection Laws"). Each Party acts as the Data Controller in respect of the Personal Data that they process in the context of this Agreement. Both Parties shall comply with their respective obligations under Applicable Data Protection Laws.

31. **ENVIRONMENTAL MATTERS:** Supplier represents and warrants that it is in compliance and will remain in compliance with all applicable environmental laws and regulations with respect to the environment.

32. **HUMAN TRAFFICKING/ SLAVERY**: Supplier represents and warrants that the Goods and Services sold to Purchaser comply with the laws regarding slavery and human trafficking of the country or countries in which Supplier is doing business.

33. **GOVERNING LAW/JURISDICTION:** The laws of Ireland shall govern the validity, performance, enforcement and any other aspect of the Purchase Order, including, without limitation acceptance, notwithstanding any jurisdiction's choice of rules to the contrary. The United Nations Convention on Contracts for the International Sales of Goods of 11 April 1980 (CISG) shall not apply.

34. **DISPUTE RESOLUTION**: If any matter involving claims and/or disputes or other questions arising out of, or relating to this Purchase Order or to a breach hereto or default hereunder cannot be settled by mutual agreement within thirty (30) days following notice by one party to the other that such party deems a claim, dispute, question, breach or default to have arisen hereunder, such matter shall be exclusively settled by the competent court in Ireland.

35. **ASSIGNMENT:** Supplier's rights, duties and obligations under this Purchase Order shall not be assignable, transferable or delegable by Supplier without the prior written consent of Purchaser, which consent may be withheld in its sole discretion. Purchaser may assign its rights and obligations hereunder.

36. **NOTICES**: All communications and notices between the parties relating to this Purchase Order and these terms and conditions shall be in writing and addressed to the receiving party at the address provided on this Purchase Order or as otherwise provided by the party. All such notices and communications shall include the Purchase Order Number.

38. CODE OF SUPPLIER CONDUCT: Supplier represents and warrants that Supplier has read and will abide by Purchaser's Code of Supplier Conduct located at *https://www.zimmerbiomet.com/content/dam/zimmer-biomet/sourcing/Zimmer-Biomet-Supplier-Code-of-Conduct.pdf* as amended from time to time by Purchaser for as long as Supplier provides Goods or Services to Purchaser.