

Zimmer Biomet Purchase Terms & Conditions

Unless otherwise agreed to in writing, the following applies to Customer purchases of Products from Zimmer US Inc. (“Zimmer Biomet”).

Note: Capitalized terms used below may be defined in other agreements related to the Products.

Purchase Terms & Conditions
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1. **Invoices.** Unless otherwise agreed to in writing, Zimmer Biomet will provide to Customer an invoice for each order for Products placed hereunder and shipped/delivered/provided to the Customer.
2. **Implants.** Customer will submit a PO for Products hereunder within forty-eight (48) hours after the procedure, as applicable.
3. **Training and Assistance.** Reasonable training on use of Products provided under these terms and conditions will be provided to the Customer, which is included in the price of the Product.
4. **New Implants.** During the Term, Zimmer Biomet may develop and offer new Products (“**New Products**”) that are not then-currently contracted for by Customer under these terms and conditions. Zimmer Biomet may communicate the existence of the New Products and corresponding pricing to Customer. In the event that Zimmer Biomet determines to offer New Products to Customer under this Agreement, Zimmer Biomet may notify Customer (by email or other writing) regarding the New Products and their prices and such New Products will be deemed Products. If New Products are used by Customer without prior product and pricing approval, pricing for such items will be the pricing for the nearest comparable Product for which pricing has been agreed upon by Zimmer Biomet and Customer or, if no such comparable Product, then the pricing in the then-current list price.
5. **Cancelled Cases.** Products may include, without limitation, Implants, patient Canary base stations (“**Patient Base Stations**”) and operating room Canary base stations (“**OR Base Stations**”). In the event a surgery is cancelled for which Customer has provided a patient with a Patient Base Station, Customer will provide Zimmer Biomet with notice of such cancellation promptly but no later than twenty-four (24) hours after the cancellation. Customer will make a good faith effort to ensure that the Patient Base Station is returned to Zimmer Biomet or any other third party as directed by Zimmer Biomet.
6. **Data.** Customer acknowledges that certain Implants, Patient Base Stations and OR Base Stations may collect and transmit data. To receive access to that data, Customer must agree to the Service and License Terms for the mymobility® Platform from Zimmer Biomet, which is separate from these terms and conditions.