TERMS AND CONDITIONS ZIMMER BIOMET COSTA RICA SRL

1. **GENERAL:** These terms and conditions ("**Terms**") shall apply to any attached purchase order received by you ("**Supplier**") from **ZIMMER BIOMET COSTA RICA SRL,** legal ID 3-102-910623 ("**Buyer**"). The terms "**Goods**" **or** "**Services**" mean everything that is provided to Buyer by Supplier. All data submitted to Vendor in connection with the purchase order and these Purchase Order Terms (collectively, the "**Purchase Order**") is hereby incorporated herein. Any additional terms, conditions, specifications, drawings, data, or instructions specified by Buyer in the body of the Purchase Order, or in one of its tests, are incorporated herein by reference and, in the event of a conflict, shall prevail over these conditions.

2. **ACCEPTANCE:** Acceptance of any Purchase Order issued by Buyer is expressly limited to these Terms and the applicable Purchase Order. Buyer shall not be bound by any additional, different, or inconsistent terms contained in any proposal, offer, acceptance, invoice, or any other document or communication from Supplier, unless the parties specifically agree in writing to incorporate such terms into the Purchase Order or otherwise, agreed to in writing by Buyer. Supplier's shipment of Products or commencement of work in response to Buyer's Order shall constitute acceptance of these Terms, and any additional, different, or inconsistent terms contained in any document or communication submitted by Supplier shall not be binding on Buyer, shall be deemed waived, and shall not constitute any part of the contract of sale resulting from Supplier's acceptance.

3. **MODIFICATIONS OR AMENDMENTS: (a) Purchase Order**: No modification, variation or modification of a Purchase Order, the Terms or the contract of sale resulting from the acceptance of a Purchase Order shall be valid or binding on Buyer, unless agreed in writing by a duly authorized representative of Buyer. Notwithstanding anything to the contrary as provided in these Terms, if Supplier and Buyer have executed an agreement governing the purchase and sale of the applicable Goods or the provision of a Service, the terms of such agreement shall prevail over and prevail over these Terms and Conditions; **(b) Scope of Purchase Order by Buyer:** Buyer shall have the right by written Purchase Order issued at any time prior to the delivery of the Goods or the provision of the service, to make changes to the work to be performed on the Goods or Services. If such changes cause an increase or decrease in the amount due under the Purchase Order or in the time required for its execution, an equitable adjustment shall be made, and the Purchase Order shall be amended in writing accordingly. Any claim of adjustment must be submitted by Supplier in writing within ten (10) business days from the date on which the change is requested. If such changes cause any item which has not yet been delivered to Buyer to be non-conforming or obsolete, Buyer shall be entitled to prescribe the form of disposition of such items. Nothing contained in this clause shall relieve Supplier from proceeding without delay in fulfilling the Purchase Order as amended; **(c) Terms and Conditions Contained in Embedded Documents Located Online or on Websites:** The terms and conditions contained in documents located online or on websites referenced or incorporated into this Purchase Order may be amended from time to time by Buyer and shall be those terms and conditions contained in such documents as of the date of this Purchase Order.

4. **PRICE:** Vendor shall invoice Buyer at the prices set forth in the Purchase Order, for which prices shall be complete and without any additions. If no price is stated on the Purchase Order, the Products shall not be supplied at a price higher than the last price paid by Buyer to Vendor for comparable Products without Buyer's written acceptance of such increased price. Vendor represents that the price charged for the Goods is the lowest price charged by Vendor to other Purchasers of a similar class to Purchaser under similar circumstances. Vendor agrees that any general price reduction on Goods or Services covered by the Purchase Order at any time prior to shipment thereof shall apply to the Purchase Order. Vendor represents that the prices charged for items covered by the Purchase Order comply with applicable government regulations that do not exceed or fall below the prices permitted by any applicable state or local law, rule, or regulation. The Supplier agrees to refund any amount paid by the Buyer

in excess of the legal amounts. The Buyer shall be entitled to set off any payment or other obligation owed by Buyer to Supplier, in whole or in part, against any payment or other obligation owed by Supplier to Buyer.

5. **TAX:** Unless otherwise agreed in writing by Buyer in advance, Supplier shall be responsible for payment of any and all taxes, customs duties or other charges imposed by any governmental entity which, as applicable, are foreign, state or local, the laws imposed on the manufacture, provision or sale of the Goods or Services delivered or provided pursuant to this Purchase Order or the applicable related payment.

6. **SUPPLIER'S REPRESENTATIONS:** Supplier will (I) provide Buyer with the Goods and Services ordered in accordance with the Terms; (ii) keep Buyer informed of the status of the Purchase Order; (iii) allow duly authorized representatives of Buyer reasonable access to Supplier's premises from time to time with reasonable notice to inspect the Goods and Services and review and observe the manufacture and processing of the Goods and Services and/or examine all records relating thereto;
(iv) provide Buyer with such reports as are appropriate to the nature of the Goods and Services ordered and which Buyer may reasonably request from time to time; (v) retain records and other documentation relating to the manufacturing process; and (vi) maintain, for orders requiring payments based on hours worked, the cost of materials used and/or expenses incurred, records of hours worked, the cost of materials used, and reasonable expenses incurred in completing the Purchase Order, records that may be examined from time to time by Buyer's duly authorized representatives upon reasonable notice. In addition, if the Purchase Order includes Services, Supplier represents and warrants that (i) such Services will be performed or provided by persons qualified and trained in the performance of such Services; (ii) such services will be performed or provided in a professional manner and in accordance with applicable industry standards; (iii) the provision of the Services will not violate or violate any obligation of the Provider to a third party; and (iv) the provision of the Services will not violate any patents, copyrights, trade secrets, trademarks, or intellectual property rights of any third party. The foregoing warranties are in addition to any other express, implied, or statutory warranties of the Provider and shall survive the acceptance, use, and payment of the Goods or the provision of the Services.

7. **CANCELLATION:** (1) Convenience: Buyer shall be entitled to receive written notice to Vendor to cancel the Purchase Order on any uncompleted portion, and Buyer's liability shall be limited to Vendor's non-cancellable cost for materials, services, and labor incurred. Such Goods and Services not delivered as of the date of cancellation of the Purchase Order. (2) For Late Delivery: Buyer shall have no liability for the cancellation of a Purchase Order for Goods and Services that have not been delivered within thirty (30) days of the date of delivery. (3) In the event of default/bankruptcy: Buyer may cancel the Purchase Order in whole or in part at any time by written notice if Supplier fails to perform its obligations herein or fails to advance in the work to jeopardize its performance, in the event of any proceedings, voluntary or involuntary, in bankruptcy or solvency, by or against Supplier, or in the event of appointment with or without Supplier's consent of an assignee for the benefit of creditors or a recipient. Upon any such cancellation, Buyer shall have no liability under the Purchase Order and may hold Supplier liable for any further damage incurred by Buyer as a result of its cancellation.

8. **WORK ON LOCATION**: If Vendor's obligations under the Purchase Order involve operations by Vendor at Buyer's premises, Vendor agrees to comply with and requires its employees and contractors performing such Services to comply with all plant safety rules and regulations. Vendor should also perform all work in a safe manner, keeping the premises free of safety hazards at all times, and comply with applicable safety laws and regulations while on Buyer's premises. A certificate of insurance covering Vendor's employees and property damage liability is required prior to the commencement of any work. All such operations shall be carried out as independent contractors and none of Vendors, nor any of their employees, shall be deemed to be an employee of Buyer. Vendor agrees to remove and replace any of Vendor's employees and/or contractors to whom Buyer has a reasonable objection.

9. **PACKAGING:** The Supplier shall be responsible for the secure packaging, which must comply with the requirements of the carrier's tariffs. The Supplier shall separately number all cases, packages, etc. showing the corresponding numbers on the invoice, all itemized packing slips, with the purchase order number, must be placed in each container. No additional charges will be charged for packaging materials, unless authorized by the Buyer in the Purchase Order.

10. **SAFETY DATA SHEET:** The safety data sheet ("**SDS")** shall be applicable when the Products to be delivered to Buyer require it in accordance with Technical Regulation RCTC 478:2015 and shall accompany each shipment from Supplier. Supplier shall further provide Buyer with the SDS, and updated labelling as required by law.

11. **DELIVERY/NOTIFICATION OF LABOR DISPUTES:** Shipments or deliveries must be strictly in accordance with the quantities and schedule specified in the Purchase Order. Supplier shall promptly notify Buyer in writing of the delay or potential delay in delivery, the estimated duration of the delay, and, if requested, shipments shall be made by means that avoid or minimize delay to the extent possible at Supplier's expense. This notice shall not relieve Supplier of its obligations. Supplier shall notify Buyer immediately of any actual or potential labor dispute that is delaying or threatens to delay the time and performance of this Purchase Order. No act by Buyer, including, without limitation, modifying the Purchase Order or accepting late deliveries, shall constitute a waiver of this provision. In addition to all other remedies available to Buyer, Supplier shall be responsible for coverage and for any incidental or consequential damages from Buyer due to a delay or possible delay in delivery. Buyer reserves the right to refuse or return shipments of Supplier's risk and expenses in excess of the amount of the Purchase Order or before the required deadlines, or to defer payment of early deliveries until scheduled delivery dates.

12. **SHIPMENT:** All Goods shipped to Buyer's premises pursuant to the Purchase Order shall be addressed to Buyer. Unless otherwise instructed by Buyer in writing, INCOTERMS 2010 shall be defined by both parties prior to importation, as applicable, and shall apply to all shipments of Products pursuant to the Purchase Order, except to the extent the Terms are otherwise. Supplier shall use the carrier specified by Buyer. Buyer shall notify Supplier of the contact details of the relevant carrier and Supplier shall coordinate delivery of the Products with such carrier. Supplier shall comply with the foregoing until delivery of the purchased goods has been verified.

13. **IMPORT/CUSTOMS:** Vendor agrees to comply with all applicable export control laws and regulations in the U.S. and Costa Rica. This specifically includes, but is not limited to, the requirements of the Export Administration Act, 50 U.S. C. app. 2401-2420, the Export Administration Regulations, the Office of Foreign Assets Control (OFAC) Regulations for Exporters and Importers, and the requirement to obtain any export licenses, if applicable. Vendor shall send prompt notice to Buyer in the event of any violation, or potential violation, of the laws and regulations listed above. Supplier agrees to notify Buyer of export classification (Harmonized Harmonization Tariff (HTS), Country of Origin (COO)) and classification of goods under the warranty agreement, if applicable, of any delivery under the Purchase Order, under applicable export control laws or regulations. Supplier (not U.S.) agrees to fully pack for transit, mark with appropriate labels, names, and numbers to identify the Goods and Services as belonging to Buyer and provide all documents and certificates necessary for U.S. customs clearance exported without delay or undue charge. Vendor (non-U.S.) agrees to provide appropriate documentation identifying Vendor's FDA registration number, Product Code(s), and Device List Number(s) applicable to products exported to U.S. (non-U.S.) Vendor. agrees to participate in Buyer's International Shipment Pre-Alert Program by providing an advance copy of shipping documents (Commercial Invoice(s), Shipper's Declaration, to be obtained from Buyer) to the following email address: Import-Export@biomet.com once the Tracking Number/AWB has been obtained. Vendor shall promptly notify Buyer if Vendor is, or becomes, listed on a Denied Parties List or if Vendor's export privileges are denied, suspended, or revoked in whole or in part, by any government or agency thereof.

14. **INSPECTIONS:** All Goods delivered shall be subject to inspection, testing and audit by the Buyer or its agents at reasonable times and places. Neither inspection, testing, nor audit of the Goods, nor failure to do so shall constitute acceptance of the Products or relieve the Supplier of its responsibility to supply Products in strict performance of its obligations hereunder. Acceptance of all or part of the Products, use thereof and/or payment, therefore, or failure to notify Supplier on an immediate basis, shall not waive or affect Buyer's right to refuse, cancel, cancel or return all or part of the Products, recover damages or recover Supplier's warranties or indemnity agreements. Buyer may reject any Product that does not strictly comply with this Purchase Order, including applicable specifications. Payment or acceptance of any part of a shipment shall not obligate Buyer to accept future shipments of non-conforming Products or deny Buyer's right to return non-conforming Products already accepted. All Products rejected by Buyer shall be returned at Supplier's expense for both delivery and return transport. No replacement or replacement shall be made for the rejected Goods or any part thereof without the prior written consent of Buyer. Supplier shall provide a certification of conformity with the shipment to Buyer.

15. **EXPORT ADMINISTRATION REGULATIONS:** Supplier confirms that all items (including products, materials, assets/equipment, hardware, software, and technology) provided to Buyer pursuant to this Purchase Order are classified as EAR99 items under the Export Administration Regulations ("EAR"), are not on the Lists of Dual-Use Goods and Technologies (Warranty Arrangement List) or are subject to export licensing under other applicable laws. To the extent that any item is on the Warranty Arrangement List or is subject to export licensing under any other applicable law, Supplier shall promptly provide Buyer in writing with the export classification information for such item(s) and shall note the appropriate classification on the commercial invoice and shipment notification. This information shall include any Export Control Classification Number ("ECCN") if the item is controlled under the EAR or any other appropriate export classification, if controlled by a non-U.S. government. Supplier shall immediately notify Buyer in writing of any future changes to the export classification information of the items.

16. **INVOICES AND PAYMENT TERMS/DISCOUNTS**: 1) Invoices: A separate invoice will be issued for each shipment. Unless otherwise specified in the Purchase Order, no invoice will be issued prior to the shipment of the Goods or the provision of the Services and no payment will be due prior to receipt of the Goods and/or Services and the corresponding invoice if not specified in the Purchase Order. Only undisputed amounts due will be payable on the due date. Applicable discounts will be taken on the full amount of the invoice. The payment date will be effective according to the payment terms of the Purchase Order or the contract previously established.

17. **WARRANTY**: Supplier represents and warrants that the Products supplied and the Services provided hereunder (a) shall be of commercial quality and fit for their intended purposes; (b) be free from defects in materials, workmanship and workmanship; (c) fully comply with the order, Buyer's quality requirements and any standards, specifications, drawings, designs, drawings, instructions or samples supplied or specified by Buyer; (d) be of quality, quantity, size, description and dimension specified by Buyer; (e) be delivered free of charge and free of any liens, claims or encumbrances of any kind and
(f) be delivered and produced and/or performed in a safe, proper and professional manner, in compliance with all applicable laws, rules, regulations and codes by duly trained and qualified employees or contractors. These warranties shall survive acceptance and payment and shall apply to Buyer, its affiliates, successors and assigns, Buyer's customers and all users of the Goods or Services or any products in which the Goods or Services are incorporated. Such warranties are in addition to any other express, implied or statutory warranties of the Supplier and shall survive the acceptance, use and payment of the Goods and/or Services.

18. **QUALITY ISSUES: 1) Audits**: Buyer may, at reasonable intervals, audit Supplier's quality program for compliance

with the applicable requirements of the Quality System Regulations contained in 21 C.F.R. Part 820 (QSR) and with the intent of ISO 9000 Quality Management System Standards (ANSI/ASQ Q9000) or Buyer's quality assurance specifications for suppliers. Supplier shall cooperate fully with Buyer in handling third-party complaints arising out of the Goods and Services. Supplier shall permit Buyer's representatives to access Supplier's premises from time to time with reasonable notice. to inspect the Goods and Services and to review and observe the manufacture and processing of the Goods and Services and/or examine all records relating thereto. **2) FDA Inspections**: Supplier acknowledges that the goods and services purchased hereunder may be incorporated into products to be purchased by an agency or branch of the federal government of the United States of America. In the event that such government requests an inspection by FDA of the manufacturing facilities and records relating to the Product purchased herein, Supplier agrees that such inspection shall be permitted. Supplier shall immediately notify Buyer when it becomes aware that such inspection is scheduled or being conducted, notify Buyer of the results of such inspection, and if any deficiencies are observed, shall provide Buyer with its corrective action plan. **3) Claims**: Supplier shall provide, in a timely manner, such assistance and information as the Buyer reasonably requests to comply with its notification obligations for the Goods and Services and each product in which the Goods and Services may be incorporated. The Supplier's quality management procedures, device history records and all batch and validation records relating to the Goods and Services shall be maintained by the Supplier in accordance with the requirements of applicable laws and shall be available for inspection by the Buyer, its representatives and/or any other relevant information by the regulatory authorities. **4) Recovery of Goods and Services**: If at any time after Supplier's acceptance of the Purchase Order or Buyer's delivery and/or acceptance of the goods and services, all or part of the goods and services become subject to a voluntary or involuntary acceptance, withdrawal by any government agency, or corrective action by Supplier, Supplier shall bear responsibility for and costs of implementing and enforcing such recall in accordance with applicable laws, regulations, and government orders, including costs arising out of the return and/or replacement of such Goods and Services. To the extent that the Goods and Services do not conform to Buyer's specifications or do not contain latent defects that resulted in the recall, Supplier shall be responsible for all communications necessary for such recall. Any communication to Buyer's customers regarding the recall or corrective action shall be subject to Buyer's prior approval. Supplier shall credit or reimburse Buyer for the costs of the recalled Goods and Services and any costs or losses incurred by Buyer as a result of the recall. Supplier shall immediately inform Buyer of recalls and other safety concerns with respect to products similar to items supplied by Supplier to customers other than Buyer. **5) Quality Certifications:** Supplier must maintain all quality certifications (ISO, CE, BSI, etc.) up to date at the time of purchase and provide Buyer with such certifications and notify of any faults or differences.

19. **REGULATORY SUPPORT:** Supplier will, upon Buyer's written request, provide Buyer with necessary regulatory support in all countries in which Buyer sells any products including the Goods and Services under the Purchase Order, including, but not limited to, the following: (1) any incompatibility data and mechanical tests available in raw and summary form, and updates to such data, in relation to the Goods and Services; (ii) other information relating to the overall performance and/or other general physical characteristics of the Goods and Services; (iii) additional information necessary for regulatory approval by the regulatory authority of any country where Buyer sells its products including the Goods and Services; and (iv) if the Goods and Services are authorized, registered, or approved for use in any country in which Buyer sells its products, Supplier will provide notice to Buyer of such registration, license, or approval.

20. **PROPERTY AND DESIGNS SUPPLIERS FURNISHED:** UNLESS OTHERWISE AGREED IN WRITING, TITLE TO ALL DESIGNS, SKETCHES, DRAWINGS, SPECIFICATIONS, PROGRAMS, PLANS, DIES, MODELS, MOLDS, TOOLS, GAUGES, PLATES, CUTS, SPECIAL APPLIANCES, MATERIALS AND ALL IMPROVEMENTS THERETO, PROVIDED TO

Supplier by Buyer and/or created or developed by Supplier for Buyer in connection with or as a result of the Purchase Order, are and remain the property of Buyer. Such goods shall be recorded and identified as Buyer's property and shall be retained by Supplier on consignment. All property of Buyer, while in the custody or control of Supplier, shall be held at Supplier's risk, free from all liens, encumbrances or security interests of Supplier or any third party, and shall be held insured by Supplier at Supplier's expense in an amount equal to the replacement cost with loss payable to Buyer. Such property shall not be disclosed or used by or for the benefit of any third party and shall be used solely for Buyer. While in custody or control of Vendor, Vendor shall maintain and repair such Property at Vendor's expense. Vendor shall be responsible for the calibration of all Properties requiring calibration and shall maintain all records relating to such calibration.

21. **PATENTS AND INTELLECTUAL PROPERTY:** Vendor represents and warrants that the Products sold under these Terms, and the use of such Products where a representation of suitability for such use, express or implied, has been made, do not and will not infringe any foreign patents, trademarks, trade dress, copyrights, trade secrets, or any other form of intellectual property. Vendor acknowledges that any patents, trademarks, trade dress, copyrights, trade secrets, or any other forms of intellectual property (collectively, "**Intellectual Property**") that Buyer provides to Vendor are the exclusive property of Buyer and Vendor waives all rights therein. All drawings, artwork, special products, materials, information or data provided by the Buyer and all Intellectual Property resulting from the Purchase Order (as mentioned in the above judgments) are the exclusive property of the Buyer, shall be used by the Supplier only for the work of the Buyer, shall be kept confidential by the Supplier and shall be returned to the Buyer at the request of the Buyer. The Buyer may market, distribute and/or sell the Products under its own trademark and trade name. The Buyer has the right to use any of the trademarks, names, other trade identities, copyrighted works or other Intellectual Property of the Supplier, to the extent that the Supplier has incorporated such ownership or used it in the manufacture of the Products that are supplied by the Supplier to the Buyer. Where the Goods and Services include experimental, developmental or research work that is performed in accordance with Buyer's special requirements, any such work shall be considered "contract work" and Supplier agrees to disclose and, upon request, assign to Buyer every invention, copyright, confidential process or know-how, and trade secret or other form of intellectual property resulting therefrom and Supplier shall waive all rights therein. Supplier agrees to execute any and all documents necessary to transfer ownership of the Intellectual Property to Buyer or to prove ownership in Buyer. Supplier also agrees to cooperate with Buyer in filing any patent application and to execute all documents as requested by Buyer in respect of any patent application by Buyer. Supplier shall, at no charge to Buyer, other than reasonable payment for the time involved, but at Buyer's expense, duly execute, acknowledge and deliver to Buyer all additional documents, including assignments and applications for registration or renewal of copyright, as necessary to enable Buyer to publish or protect such works by patent, copyright or otherwise in all countries and shall grant title to such works in Buyer or its nominees, successors or assigns, and shall render all assistance that Buyer may require in any proceedings or litigation involving the rights in such works.

22. **INDEMNIFICATION:** Vendor agrees to defend, indemnify, and hold harmless Buyer, 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 claims, demands, actions, demands, judgments, settlements, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and litigation expenses) arising directly or indirectly from: (a) the breach of any provision of these Terms or the Purchase Order; (b) the negligent or most culpable act or omission of Vendor or its employees, consultants, or subcontractors; (c) the production, manufacture, or delivery of, or any defect in, the Products and Services; (d) Vendor's failure to comply with applicable laws in the performance of its obligations under the Purchase Order; (e) the actual or alleged infringement of any patent, copyright, trademark, trade dress, trade secret, or other

Intellectual Property right of any third party arising out of the purchase, use, or sale of Buyer's Goods and Services; (f) the assessment by a third party of liquidated damages or actual proven damages assessed in connection with Vendor's failure to timely deliver the Products and/or to provide the Services; and (g) actions and proceedings brought by any foreign, federal, state, or local government or any agency or instrumentation relating to the Products. All such obligations of Vendor shall survive the acceptance, use, and payment of the Goods and Services, and the termination, cancellation, or cancellation of the Purchase Order.

23. **LIMITATION OF LIABILITY:** In the event of a default by Buyer, Buyer shall be liable to Supplier only for actual direct monetary damages. IN NO EVENT SHALL (A) BUYER'S LIABILITY FOR ALL CLAIMS OF ANY KIND, WHETHER CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY FORM PURCHASE ORDER EXCEED THE GREATER OF
(A) THE TOTAL COMPENSATION PAID BY BUYER TO SUPPLIER UNDER THE PURCHASE ORDER OR (B) THE PRICE ASSIGNABLE TO THE AFFECTED PRODUCTS AND SERVICES. IN NO EVENT SHALL BUYER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, E.G., PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES. Any Action by Vendor arising out of the Purchase Order must commence within one (1) year after the cause of action accrues, or Vendor shall be deemed to have waived any right to commence such action.

24. **COMPLIANCE WITH LAWS:** In providing Goods and Services under the Purchase Order, Supplier shall comply with all applicable laws and regulations in the performance of the subject matter of this contract, as well as all Buyer's corporate and conduct policies, including the provisions contained in the Foreign Corrupt Practices Act (FCPA) of the United States of America, the Convention on Fight against Corruption of Foreign Public Employees in International Commercial Transactions of the Organization for Economic Cooperation and Development, and any other equivalent regulations in Costa Rica, such as, but not limited to, the laws of the Political Constitution of the Republic of Costa Rica and the Costa Rican Penal Code, and their amendments, among others applicable or that may be applicable, which the Supplier declares to be aware of, undertaking hereby, by itself and through its employees, agents, contractors or representatives, to respect and observe. Failure to comply with the foregoing will entitle the Buyer to immediately terminate this Purchase Order, without the right to payment or compensation of any kind.

25. **FORCE MAJEURE:** strikes, riots, wars, insurrections, embargoes, acts of terrorism, fire, flood or other casualties, government actions, acts of God, or other events beyond Buyer's reasonable control which will affect Buyer's ability to receive and/or use the Goods and Services ordered hereunder shall constitute a valid reason for Buyer's suspension of shipment of the Goods and provision of the Services covered hereunder without penalty or liability, upon written notice to Supplier, except that, upon cancellation for such causes, Buyer may pay Supplier its direct expenses incurred for labor and materials prior to Supplier's receipt of notice of cancellation made with Purchase Order authority.

26. **NO WAIVER**: No waiver of any provision contained in the 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 the Purchase Order shall not constitute a waiver of a particular breach or any subsequent breach or a waiver of either party's right to enforce any or all of the provisions of the Purchase Order by any remedy granted by law or by the Purchase Order. Buyers' failure to insist on strict performance shall not constitute a waiver of any of the provisions of the Purchase Order or a waiver of any other breach.

27. **CONFIDENTIALITY/PUBLICITY/DATA PRIVACY:** Supplier agrees to treat as strictly secret and confidential all specifications, programs, drawings, drawings, nomenclature, samples, model data, designs, and others

belonging to or supplied by Buyer ("**Buyer Information**") in connection with the Purchase Order as confidential. Supplier shall not use or disclose the same to any third party except to the extent necessary to comply with the terms of the Purchase Order or other Purchase Orders for Buyer. Supplier shall return all Buyer Information and any copies thereof to Buyer upon Buyer's request. Vendor shall not, without Buyer's prior written consent, issue or publish any public announcement, press release, or other statement in any media, including the Internet, with respect to the Purchase Order, the provisions hereof, or any of the transactions contemplated below, including denial or confirmation of the fact that Vendor has contracted to provide Buyer with the materials requested herein. Vendor shall not use Buyer's name, or the names of any of Buyer's affiliates, Buyer's trademarks, or other information relating to Buyer in any advertisement or for promotional purposes without Buyer's prior written consent. To the extent that Provider receives protected health information (including, but not limited to, patient medical records) relating to or relating to any patient or customer ("**PHI"),** Provider represents and warrants that it will comply with any and all applicable laws, rules, and regulations and, upon Buyer's request, will immediately enter into the then-current form of the business associate agreement or other agreement as required by applicable law. Provider further represents and warrants that it will keep PHI confidential and will not disclose such information to any third party without Buyer's express written consent. In the Event of that Supplier discloses such information without Buyer's express written consent, agrees to immediately notify Buyer of such disclosure.

28. **ENVIRONMENTAL MATTERS:** Supplier represents and warrants that it complies with the requirements and will continue to comply with all applicable state and local environmental laws and regulations regarding the environment.

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

30. **APPLICABLE LAW / JURISDICTION:** The laws of the Government of Costa Rica shall govern the validity, compliance, execution and any other aspect of the Purchase Order, including the acceptance thereof, and without prejudice to what the Parties may subsequently agree with respect to the jurisdiction called upon to hear the matter.

31. **DISPUTE RESOLUTION:** If any matter relating to claims and/or disputes or other discrepancies arising out of, or relating to, the existence, application, interpretation, duration, validity, effectiveness or nullity of this Purchase Order or with the performance or non-performance thereof, cannot be resolved by mutual agreement within thirty (30) days following the notification by one party to the other informing of such claim or dispute, such matter shall be resolved by arbitration in accordance with the Model Arbitration Agreement of the Conciliation and Arbitration Center of the Chamber of Commerce of Costa Rica, in force at the time of request. Three members shall hear the matter, that is, arbitrators as to the procedure and as to the law as to the ruling. To that end, the Parties hereby grant a special irrevocable mandate to the Chamber of Commerce of Costa Rica to appoint, upon written request by either of them, the joint arbitrators from among the members of the arbitration body of the Arbitration and Mediation Center of the Chamber of Commerce shall decide in law the matter submitted. The place of arbitration shall be San José, Costa Rica. The arbitrator is not entitled to award punitive damages or damages in excess of compensatory damages, and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Buyer has the right, prior to arbitration, or if the arbitrator is unabl e to hear the matter within an acceptable period of time, during arbitration to seek and obtain, from an ordinary court, such injunctive relief as may be necessary, whether or not provided for by law. The arbitration shall be substantiated, processed, and conducted in the Spanish language. No appeal shall be allowed against the arbitrator's decisions, and the Parties expressly waive them.

The arbitrator has special authority to resolve any matter related to his or her competence or jurisdiction. Each party shall bear its own costs and expenses in connection with such arbitration and shall share equitably any fees or charges related to such arbitration.

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

33. **NOTICES:** All communications and notices between the parties relating to this Purchase Order and these Terms shall be in writing and addressed to the receiving party at the address provided in this Purchase Order or as otherwise directed by the party. All such notices and communications shall include the Purchase Order number.

34. **SUPPLIER CODE OF CONDUCT:** Supplier represents and warrants that Supplier has read and will comply with the Supplier Code of Conduct located in https://www.zimmerbiomet.com/corporate/suppliers.html as amended from time to time by Buyer during the time Supplier provides the Goods or Services to Buyer.