



Zimmer Biomet Warranties

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

Warranties

Product Warranties. Unless otherwise set forth in the below table or specified in Zimmer Biomet’s written materials pertaining to a particular Product, Zimmer Biomet warrants to Customer that Products purchased under this Master Agreement conform to Zimmer Biomet’s published specifications (“**Specifications**”) and are free from defects in workmanship and material at the time of shipment. If, upon inspection within a reasonable time after delivery and before implantation or use, Customer discovers a failure of a Product to conform to Specifications or a defect in material and workmanship, it must promptly notify Zimmer Biomet in writing.

The foregoing warranties, unless otherwise agreed by the Parties in a written addendum to this Master Agreement or expressly provided in the Specifications, shall extend for a period of one (1) year commencing on the date of shipment of the Product to Customer.

This warranty does not extend to or cover: (a) any product, components, or parts not manufactured or sold by Zimmer Biomet; (b) damage caused by use of any Product for purposes other than those for which it was designed as indicated in Zimmer Biomet’s published materials; (c) damage caused by unauthorized attachments or modification; (d) any other abuse or misuse by Customer, its employees, representatives, contractors and agents; (e) any Zimmer Biomet Product where the Customer receives the Product from a person or entity that is not affiliated with or authorized by Zimmer Biomet, or (f) any Product after implanted into a patient.

Product/Service	Warranty
mymobility® SaaS Services	<p>Platform Limited Warranties. Zimmer Biomet warrants to Customer that (a) the SaaS Services will function substantially in accordance with Zimmer Biomet’s publicly available specifications for the Term of the applicable SOW; and (b) Services will be performed in a professional manner consistent with the practices and standards of care generally accepted within Zimmer Biomet’s industry.</p> <p>Warranty Limitations. Zimmer Biomet will have no liability for defects or non-conformances resulting from (a) unauthorized, improper or inadequate modification, maintenance or calibration by Customer or any third party; (b) Software, Services, and content provided by Third Party Contributors and any other software, hardware, interfacing, or supplies not supplied by Zimmer Biomet; (c) Customer’s failure to comply with applicable specifications provided to Customer; (d) improper preparation or maintenance by Customer or a third party; or (e) any Customer Data.</p> <p>TO THE FULLEST EXTENT PERMITTED BY LAW, ZIMMER BIOMET AND THIRD PARTY CONTRIBUTORS DO NOT WARRANT THAT THE PLATFORM WILL MEET THE REQUIREMENTS OF CUSTOMER OR ANY USERS OR THAT THE OPERATION OR USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. WHILE ZIMMER BIOMET SHALL USE ITS REASONABLE EFFORTS TO MEET DEADLINES FOR PERFORMANCE OF ITS SERVICE OBLIGATIONS UNDER ANY SLA, TIME FOR SUCH PERFORMANCE SHALL NOT BE OF THE ESSENCE OF THE SLA AND ZIMMER BIOMET SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN PERFORMANCE UNDER THE SLA.</p> <p>EXCEPT FOR THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED, ZIMMER BIOMET MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT THE PLATFORM MEETS ANY TECHNOLOGY, SECURITY, INFRASTRUCTURE OR PRIVACY SPECIFICATIONS AS MAY BE REQUIRED</p>



	<p>BY ANY STATE, FEDERAL OR INTERNATIONAL PRIVACY LAWS GOVERNING THE USE OF AUDIO OR VIDEO COMMUNICATION TECHNOLOGY FOR HEALTH CARE SERVICES.</p> <p>CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE STATE, FEDERAL, AND INTERNATIONAL LAWS AND ANY APPLICABLE THIRD-PARTY PAYOR REIMBURSEMENT REQUIREMENTS WITH REGARD TO ANY SERVICE PROVIDED UNDER A SLA OR CUSTOMER'S USE OF THE PLATFORM. IN NO EVENT SHALL ZIMMER BIOMET OR ANY THIRD PARTY CONTRIBUTOR BE LIABLE FOR CUSTOMER'S NON-COMPLIANCE WITH ANY LAW, RULE OR REGULATION OR ANY THIRD PARTY PAYOR REIMBURSEMENT REQUIREMENT RESULTING FROM CUSTOMER'S USE OF THE PLATFORM, INCLUDING, WITHOUT LIMITATION: (A) MEDICAL DOCUMENTATION REQUIREMENTS; (B) REQUIREMENTS RELATED TO THE USE OF AUDIO OR VIDEO COMMUNICATION TECHNOLOGY FOR HEALTH CARE SERVICES; (C) ORIGINATING AND DISTANT SITE REQUIREMENTS; OR (D) STATE OR NATIONAL LAW LICENSURE OR LOCATION REQUIREMENTS. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD ZIMMER BIOMET AND THIRD PARTY CONTRIBUTORS HARMLESS FROM AND AGAINST ANY LOSS, CLAIM, DAMAGE, COST, EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) OR LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE PLATFORM.</p>
<p>Patient Base Stations</p>	<p>Zimmer Biomet disclaims all representations and warranties with regards to Patient Base Stations, but will pass through to Customer all manufacturer warranties.</p>
<p>ROSA</p>	<p>Unless otherwise specified in Zimmer Biomet's written materials, Zimmer Biomet warrants to Customer that Products purchased under this Agreement conform to Zimmer Biomet's published specifications ("ROSA Specifications") and are free from defects in workmanship and material at the time of shipment.</p> <p>The foregoing warranties, unless otherwise agreed by the Parties in a written addendum to this Agreement or expressly provided in the ROSA Specifications, shall extend for a period of one (1) year commencing on the date of shipment of the Product to Customer.</p> <p>This warranty may be cancelled: (a) in the event of unforeseen circumstances beyond Zimmer Biomet's control (acts of God) which do not engage Zimmer Biomet's responsibility (fire, floods, natural disasters, etc.); (b) if the Product has been moved to a different facility without Zimmer Biomet's prior knowledge; (c) if Customer has outstanding invoices with Zimmer Biomet; (d) if Customer misuses or abuses the Product; (e) if Customer's use of Product is non-conforming to Zimmer Biomet's Specifications; (f) if Customer attempts any unauthorized repairs or modifications; or (g) if Customer does not allow time-sensitive preventative or corrective maintenance.</p>