1. GENERAL: These terms and conditions (Terms) shall be applicable to any purchase order received by you (Supplier) from Zimmer Biomet New Zealand Company (Purchaser) for goods and/or services required by the Purchaser (Goods and Services). All specifications and other data submitted to Purchaser relating to the purchase order are incorporated in these Terms (collectively, the Purchase Order). Additional terms and conditions stated in any purchase order, letters, data, or instructions shall not modify these Terms unless referred to in the Purchase Order. In the event of a conflict between the Terms and any purchase order, the Terms shall control.

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 or different terms or conditions unless expressly agreed in writing. 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 of the Supplier shall be null and void.

3. MODIFICATIONS OR AMENDMENTS: (a) Purchase Order: No modification or variation of a Purchase Order (including these Terms) shall be valid without Purchaser agreed in writing in the Purchase Order. An executed agreement in writing shall be the only proof of the Terms and Conditions to which the Supplier is bound.

(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 Services to make changes in the Purchase Order. 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. No such changes shall be deemed to be an acceptance or waiver of any prior construction or non-conformance.

4. PRICE: Supplier shall invoice Purchaser at the prices set out in the Purchase Order. If no price is stated on the Purchase Order, Goods and Services must not be furnished at a price higher than the last price paid by Purchaser to Supplier for comparable Goods and Services (unless there is written agreement for the increased price). Supplier represents that the price charged for the Goods is the lowest price charged by Supplier to other Purchasers of a class of Goods, Services and/or replacement or substitution of the rejected Goods or any part thereof shall be made without Purchaser’s prior written consent.

5. TAX: Purchase price is exclusive of GST. GST shall be added to the purchase price by Supplier as required by applicable laws.

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 (including all invoices, requests for final payment, and requests for final approval or release) in a timely manner; (iii) provide Purchaser with all necessary information and records related to the manufacture, processing, and sale of Goods and Services and 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 and record all other documentation regarding the manufacture process; and (vi) keep, for orders of a specific nature, the documentation related to materials used, and record all work performed for any materials purchased or services provided. Purchaser shall have the right to require any such information and documentation from time to time.

7. CANCELLATION: (1) Convenience: Purchaser shall have the right upon written notice to Supplier to cancel the Purchase Order on any unfulfilled portion, and Purchaser’s liability shall be limited to Supplier’s non-cancellable costs for materials and services used, or labor and overhead incurred in filling the portion of the Purchase Order not canceled.

(2) For default: Supplier will 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.

(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 so by, or as a result of, the appointment of the assignee of an assignee for the benefit of creditors of or a receiver upon any such cancellation. Purchaser shall have no liability under the Purchase Order and may recover its costs relating to the cancellation from the Supplier.

8. WORK ON PREMISES: If Supplier 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 the Purchaser’s occupational health and safety rules and regulations, as well as all other laws and safety regulations whilst on Purchaser’s premises.

9. 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 packaging materials unless authorized by Purchaser in the Purchase Order.

10. DELIVERY: Supplier shall be strictly held in writing of the terms of the purchase order shall be in the quantity, weights, and at the times specified in the Purchase Order, and to the delivery point and pocket expenses incurred in filling the Purchase Order, 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) its providing of the Services will not violate or breach any agreement of Supplier to a third party; and (iii) providing or performing the Services will not violate any third party patents, copyrights, trade secret, trademark, intellectual property, or other rights of any third party or service available, or any restrictions in which it does business. Supplier’s rights, duties and obligations under this Purchase Order shall not be assignable, transferable or delegable by Supplier, and any assignment, transfer, or delegation will be null and void.

11. IMPORT CUSTOMS: Supplier agrees to comply with all applicable export control laws and regulations in Australia and countries in which they do business. Supplier shall immediately notify Purchaser if the Supplier is, or becomes, listed on any denied parties list or if the Supplier’s export privileges are otherwise denied, suspended or revoked in whole or in part, by any government or agency thereof.

12. INDEMNIFICATION: Supplier shall indemnify, defend and hold Purchaser and its representatives harmless against all liabilities, losses, damages, costs, expenses or any other claims, actions, losses, penalties, suits, or proceedings (whether based in tort, contract, strict liability or any other legal theory) arising out of any claim, suit, demand, action, proceeding, or investigation against Supplier or Supplier’s employees or agents or property resulting from any breach by Supplier of its obligations under this Purchase Order, including any indemnity payable to Purchaser in the event of any proceedings, voluntary or involuntary, in bankruptcy or so by, or as a result of, the appointment of the assignee of an assignee for the benefit of creditors of or a receiver upon such proceedings. Supplier agrees to defend, indemnify and hold harmless Purchaser and Purchaser’s officers, directors, 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 directly or indirectly arising from or related to: (a) Supplier’s breach of any of these Terms or the Purchase Order; (b) any negligent or any more culpable act or omission of Supplier or its employees, consultants or subcontractors; (c) the production, manufacture or delivery of, or failure to deliver the Goods, or failure to perform the Services under the Purchase Order; or (d) the failure to observe any of the statements or warranties made by Supplier, representations or information furnished by Purchaser or any other person or entity as to the rights of Supplier hereunder, or intellectual property rights. The above warranties are in addition to any other express, implied or statutory warranties or guarantees of Supplier.

13. LIMITATION OF LIABILITY: In the event of breach by Purchaser, Purchaser will be liable to Supplier only for actual direct monetary damages. OTHER THAN FOR CLAIMS FOR PERSONAL INJURY OR DEATH, IN NO EVENT SHALL (A) THE PURCHASE ORDER, (B) THE TOTAL COMPENSATION PAID BY PURCHASER TO SUPPLIER UNDER THE PURCHASE ORDER OR (C) THE PRICE ALLOCATE TO THE AFFECTED GOODS AND SERVICES IN THE PURCHASE ORDER EXCEED THE GREATER OF (A) THE TOTAL COMPENSATION PAID BY PURCHASER TO SUPPLIER UNDER THE PURCHASE ORDER OR (B) THE PRICE ALLOCATE TO THE AFFECTED GOODS AND SERVICES IN THE PURCHASE ORDER.

14. COMPLIANCE WITH LAWS: In providing Goods and Services under the Purchase Order, Supplier agrees that it shall comply and has complied with all applicable federal, state, local and rules, regulations and controls, including, without limitation, the anti-bribery laws and regulations in effect at the time of the Purchase Order, and all equal opportunity and anti-discrimination laws, and all environmental laws as applicable. 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.

15. ASSIGNMENT: Supplier shall not assign, sell, transfer or dispose of any rights, duties or interests under this Purchase Order except with Purchaser’s prior written consent. Purchaser may assign its rights and obligations under this Purchase Order and 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.

16. CODE OF SUPPLIER CONDUCT: Supplier represents and warrants that Supplier has read and will abide by the Purchaser’s Code of Supplier Conduct located at www.zimmerbiomet.com/abouting as amended from time to time by Purchaser for so long as Supplier provides goods or Services to the Purchaser.