

## Zimmer Biomet Return Policy

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.

### Purchased Products

**Purchased Products.** Unless otherwise specified in Zimmer Biomet’s materials pertaining to a particular Product or as specified below, Customer may return Products to Zimmer Biomet (except Non-Returnable Products as defined below) for full credit within thirty (30) days of purchase. Products must be returned to a Zimmer Biomet sales associate or the Zimmer Biomet manufacturing site, shipping prepaid, at Zimmer Biomet’s discretion. Products must always be accompanied by (a) copy of the invoice with the reason for the return in writing or (b) reason for the return in writing, indicating the invoice number and date of purchase. To receive full credit for a return, the Product must be received by Zimmer Biomet in the original, unopened and undamaged shelf package. For Products returned after thirty (30) days of Customer receipt, but before one hundred fifty (150) days of Customer receipt, a minimum twenty percent (20%) handling and restocking fee may be charged. Additional fees may be assessed for repackaging and/or re-sterilization. No credit will be given for returned sterile packaged Products unless the Product is returned in the original, unopened and undamaged shelf package. All returned Products are subject to quality assurance inspection by Zimmer Biomet, which inspection will determine any credit due to Customer.

Notwithstanding the above, if upon inspection after delivery, Customer or Zimmer Biomet discovers a failure of a Product to conform to the Zimmer Biomet documentation or a defect in material and workmanship, Customer must promptly notify Zimmer Biomet in writing, and Zimmer Biomet will correct any failure of the Product to conform to the documentation by providing, at Zimmer Biomet’s option, repair of the Product or a replacement unit. Products that are discontinued, damaged while in Customer’s custody, patient-specific, custom made, comprised of human or animal-derived tissue, or biologically active such as bone graft substitutes, and Products returned after 150 days, are “**Non-Returnable Products**”. Non-Returnable Products are not returnable for credit at any time.

### Human Tissue

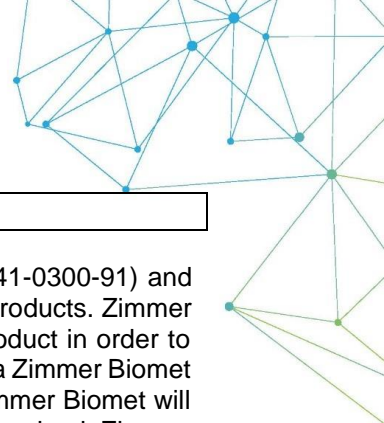
**Human Tissue.** Upon shipment of any human tissue product to Customer, Customer is responsible for shipping, receiving, control, storing, handling and using (collectively all defined as “**Control**”) of the tissue and Zimmer Biomet fully disclaims any liability whatsoever. Additionally, Customer shall indemnify and hold Zimmer Biomet, its agents, officers, trustees, employees and representatives harmless from and against all actions, claims, demands, damages, expenses, costs, fines, charges, liabilities, suits, fees (including attorneys’ fees) and judgments whatsoever rising out of the Control of the tissue.

### Equipment

**Equipment.** Unless the Equipment is defective, the Equipment is returnable with thirty (30) days, subject to a 20% restocking fee. Products must be returned to a Zimmer Biomet manufacturing site, shipping prepaid. Products must always be accompanied by (a) copy of the invoice with the reason for the return in writing or (b) reason for the return in writing, indicating the invoice number and date of purchase. To receive full credit for a return, the Product must be received by Zimmer Biomet in undamaged condition.

### ROSA

**ROSA.** If upon inspection after delivery, Customer or Zimmer Biomet discovers a failure of a Product to conform to the documentation or a defect in material and workmanship, Customer must promptly notify Zimmer Biomet in writing, and Zimmer Biomet will correct any failure of the Product to conform to the documentation by providing, at Zimmer Biomet’s option, repair of the Product or a replacement unit.



## Gel-One and VISCO-3

**Gel-One and VISCO-3.** This policy applies only to Gel-One® Cross-linked Hyaluronate (87541-0300-91) and VISCO-3™ Sodium Hyaluronate (87541-0301-31) and may not apply to other Zimmer Biomet products. Zimmer Biomet expects all Customers to track product utilization rates and expiration dates of the Product in order to minimize returned goods. Zimmer Biomet requires that all requests for returns be authorized by a Zimmer Biomet account manager or customer service representative prior to any attempt to return product. Zimmer Biomet will not credit an authorized return until the full quantity of product authorized for return has been received. Zimmer Biomet requires that all returned Product be packaged by the Customer to adequately maintain appropriate product temperature (2-25 °C) during return shipment. Non-conforming shipments will not be eligible for return. Utilization of the returned goods policy is reviewed regularly and significant limitations, ranging from order maximum limits up to account termination, may be imposed on Customers requesting regular or excessive product returns.

To be eligible for return authorization, the Product should be inspected immediately upon receipt, and Customer must notify Zimmer Biomet within 7 days of receipt of the following:

1. Product was shipped as a result of Zimmer Biomet error, or
2. Product is physically damaged during delivery, such that individual unit packaging is broken, opened, or otherwise damaged resulting in unsafe or unusable product.

For stocking or warehousing partners taking on expiration risk for the Products' end-users, product returns are eligible for return subject to the valuation guidelines set forth below.

Following Zimmer Biomet's review and confirmation of authorized returns, Product will be valued as follows:

- Product damaged during delivery, or shipped in error to Customer, will be credited in full at the Customer's purchase price at the time of shipment from Zimmer Biomet (or invoiced price).

Product returned and subject to short expiry will be credited as follows:

- Return shipments of products dated at 2 weeks (14 days) or greater before expiration will be credited in full at Customers' current purchase price.
- Return shipments of products dated at less than 2 weeks (14 days) before to 3 months (90 days) after expiration will be credited at 25% of Customers' current purchase price.
- Return shipments dated later than 3 months (90 days) after expiration will be accepted but will not be credited.

## Craniomaxillofacial and Thoracic Systems ("CMF&T")

### **Definitions.**

**"Repackaging Fee":** The repackaging fee is an additional fee which is applied to items that have been opened. The repackaging fee is for inspection and repackaging. It is in addition to any restocking fees.

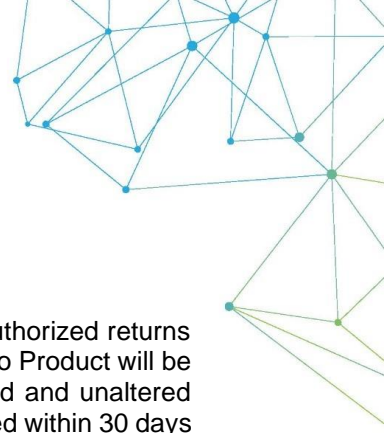
**"Restocking Fee":** The restocking fee is applied to returns over 60 days old. This fee covers the administrative costs associated with processing, inspecting the product, and issuing the credits.

**"Saleable Condition":** Product can be returned to inventory without any repackaging.

**"Un-Saleable Condition":** Any product which has been opened, written upon, crumbled, soiled, or in any other way altered.

**CMF&T.** This policy applies to U.S. and Canadian Customers. Returned items must be authorized in advance by the Zimmer Biomet customer service department. Return Goods Authorization (RGA) requests shall be made via email or phone to the attention of Customer Service. The following information shall be supplied:

1. Item number,
2. Description,
3. Lot number,
4. Quantity,



5. Date of sterility or expiration date, if applicable,
6. Reason for return, and
7. If known, the invoice and date purchased.

Only items listed and authorized may be returned. Additional items will not be accepted. Unauthorized returns will not be accepted. Products returned after 30 days will be subject to a 20% restocking fee. No Product will be accepted for refund after 90 days after invoice. All implants must be in the original unopened and unaltered package, they must be in saleable condition. Once authorized for return, goods must be received within 30 days of authorization. After 30 days, the authorization will expire.

The following types of merchandise cannot be accepted for return at any time, and if returned, no credit will be issued:

- Custom made items,
- Special orders,
- Discontinued products,
- Custom engraved instruments,
- Implants and sterile products not in original unopened package,
- Sterile products with less than one year of shelf life / sterility remaining on the day received by Biomet Microfixation, and
- Implants in Un-Saleable Condition.

Lithium Batteries must be approved in advance. Lithium Batteries must be declared as Hazardous Materials in accordance with IATA and DOT regulations.

For Surgical Instruments, if opened, a 20% repackaging fee will be charged for inspection and repackaging. This is in addition to any applicable restocking fees.

Expired TMJ Mandible Components made of Cobalt Chrome are the only sterile product that may be accepted for re-sterilization. Repackaging fees will apply. Sterile products which are not expired may be returned within 30 days of invoice. After 30 days, sterile products will not be accepted for refund with less than one year of shelf life / sterility remaining on the day received by Biomet Microfixation. Sterile products will not be accepted for refund after 90 days after invoice.

Items with additional labels are considered altered and not re-saleable. Items with additional labels will not be accepted for credit. Any local labels on the package must be removed before returning product to Biomet Microfixation.

A returned product that has been explanted or is believed to be contaminated will be destroyed and no credit will be issued.

Shipping, freight, and insurance charges are the sender's responsibility. Costs associated with the return of product (i.e., collect freight, etc. will be charged to the distributor).

**Address for US Returns:**

Biomet Microfixation  
RGA: \_\_\_\_\_  
1520 Tradeport Drive  
Jacksonville, FL 32218

**Address for Canada Returns:**

Biomet Microfixation  
RGA: \_\_\_\_\_  
2323 Argentina Road  
Mississauga, ON L5N 5N3