

GENERAL TERMS OF SALES

1. Entire Agreement

This document contains all of the terms and conditions relating to the purchase of goods and/or services (collectively, "Goods") by ORTHOSERVICE AG and its affiliates ("Buyer"), from the supplier identified herein ("Seller") and constitutes a legally binding agreement between ORTHOSERVICE AG and Seller ("Agreement"). Buyer and Seller are individually referred to herein as a "Party" and collectively as the "Parties".

2. Orders

From time to time Buyer may submit an order ("Order") for Goods with Seller. Any Order submitted by Buyer to Seller shall be subject to and deemed to incorporate the terms and conditions of this Agreement. Unless agreed to in writing by a duly authorized representative of Buyer, Buyer objects to, and is not bound by, any term or condition that differs from or adds to Buyer's Order or the terms and conditions herein. Commencement of performance by Seller or shipment of any part of the Goods covered by an Order shall be deemed to constitute assent to the Order and the terms and conditions herein.

3. Price

Buyer shall pay Seller the price for the Goods shown in the Order. The price is firm and not subject to increase without Seller's prior written communication. Price will be displayed in the Order Confirmation of Seller for final approval of Buyer.

4. Taxes

Unless specified in an Order, the prices stated do not include sales, use or similar taxes directly applicable to the Goods sold to Buyer. Notwithstanding the foregoing, Buyer shall only be responsible for such taxes when Seller is required by law to collect such taxes from Buyer. Such taxes shall be separately stated on Seller's invoice. Seller shall not add such taxes to Buyer's invoice if Buyer has furnished a valid tax exemption certificate to Seller.

5. Payment

Unless otherwise stated in the Supplier Information document attached hereto or different agreement, Buyer shall prepay Seller the price for the Goods. Seller shall send Buyer a detailed invoice for each Order. Buyer shall make payment to Seller by electronic funds transfer.

6. Delivery

Seller shall deliver Goods in accordance with the schedule in Buyer's Order. Time is of the essence in the performance of the Order. Buyer may select the mode of transportation and the carrier for the Goods. Seller shall pre-pay shipping charges and add such charges as a separate line item on the invoice, unless otherwise agreed in writing. If Buyer requests that Goods be shipped "collect", Seller shall use a Buyer approved transportation carrier and Buyer shall not pre-pay shipping charges. Seller shall be responsible for excess transportation costs resulting from any deviation from Buyer's shipping instructions. If, prior to the delivery of the Goods, Seller has reason to believe that it will be unable to meet the schedule in Buyer's Order, Seller shall immediately notify Buyer in writing, indicate the cause of delay, and use its best efforts to cure the anticipated delay. Upon receipt of notice of the anticipated delay or upon occurrence of an actual delay in performance, Buyer may (i) direct expedited shipment of the Goods with excess costs paid by Seller, or (ii) cancel the Order. Buyer may return at Seller's expense Goods delivered early to Buyer. Goods shall be delivered by Seller to the delivery location specified in the Order or, if delivery location is not specified in the Order, then to Buyer's place of business from which the Goods were ordered. Risk of loss of the Goods while in transit is regulated by the usual international European regulations.

7. Packing

The Goods to be furnished on the Order shall be suitably packed to protect the Goods from damage, prepared for shipment to secure the lowest transportation rates possible (unless a premium shipment method is specified on the Order) and comply with carrier regulations. No charges shall be allowed for packing, crating, expedited shipping or cartage unless authorized on the Order.

8. Returns

Seller applies merchandise return policies for defective goods only after Seller investigation and written confirmation, which do not comply with European Community standards regulation, and/or for deliveries of products different from the order. In this case only, the cost of transport is belonging to the Seller.

For any other reason for returning the goods, mediation between the seller and the buyer is desirable, but in any case, acceptance of the return remains at the discretion of the Seller and at the buyer's transport costs.

9. Warranties

Seller warrants that all Goods delivered pursuant to an Order shall strictly conform to the terms, conditions, specifications, descriptions, drawings and data specified in the Order or furnished herewith and shall be of good design, material, and workmanship, free from defects, merchantable and fit for their intended purpose and shall meet applicable governmental safety standards.

Seller further warrants that Buyer will have free and clear title to the Goods furnished on the Order and the right to sell such Goods at the time of delivery to Buyer.

All Goods shall be new and unused (unless otherwise specified in the Order) at the time of delivery to Buyer. Seller shall also, without any additional charges, assign or otherwise transfer to Buyer all warranties on Goods and services incorporated into the Goods sold on the Order. All warranties herein mentioned shall survive any intermediate or final inspections, delivery, acceptance or payment by Buyer, and all such warranties shall run to Buyer, its successors, assigns, customers, and users of the Goods.

No warranties hereunder shall be deemed disclaimed or excluded except in writing signed by an authorized representative of Buyer. If Buyer deems the Goods defective, Seller, at Buyer's election, shall promptly repair or replace the defective Goods, or give Buyer a credit or refund for the price paid for the defective Goods, at any time within Seller's standard European warranty period for the Goods. Alternatively, Buyer may repair defective Goods at Buyer's facility and charge Seller the reasonable cost thereof.

Seller shall be responsible for all shipping charges (both to and from Seller's facility) for Goods which are repaired or replaced by Seller.

10. Order Modification

Buyer may at any time, by written notice to Seller, make changes in the specifications, quantities, delivery schedules and shipping instructions in an Order.

Seller will notify Buyer within 10 days if any such change increases or decrease Seller's cost of performing the Order or the time required for its performance in which case an equitable adjustment shall be agreed upon by the Parties. Any stenographic or clerical errors of Buyer in any Order are subject to correction by Buyer.

11. Order Termination

Buyer may at any time terminate for its convenience Seller's performance of an Order, in whole or in part, by written notice to Seller, whereupon Seller shall terminate its performance on such date of notice.

If Seller has commenced performance of the Order, Buyer shall negotiate reasonable termination charges with Seller. Seller shall use best efforts to mitigate its losses as the result of any Order termination by Buyer.

Buyer may terminate an Order for default with respect to all or any part of undelivered Goods if Seller (a) does not meet the delivery or performance schedule specified in the applicable Order, (b) breached any terms hereof, including warranties, or (c) becomes insolvent or commits or becomes subject to an act of bankruptcy.

12. Set-Off

Buyer may set off any amount Buyer owes to Seller against any amount that Seller owes to Buyer.

13. Infringement

Seller shall indemnify Buyer for any losses, costs, damages and expenses (including court costs and attorneys fees) arising from a claim of infringement of any intellectual property right of a third party relating to any of the Goods delivered. Seller shall defend or settle, at its own expense, any lawsuit or proceeding brought against Buyer by a third party for such infringement. Furthermore, in the event Buyer should be enjoined from the use or sale of the Goods as a result of such lawsuit or proceeding, Seller shall pay all Buyer's costs and expenses including consequential damages and at Buyer's option shall: (a) procure the right for Buyer to continue using and selling the Goods at Seller's expense; (b) replace the Goods with non-infringing Goods at Seller's expense; and/or (c) remove the Goods from Buyer's premises and refund to Buyer the amount paid for the Goods. The provisions of this paragraph shall not apply to any claims, demands, lawsuits or injunctions brought by a third party where the Goods have been manufactured by Seller in accordance with Buyer's specific instructions, specifications, designs or drawings.

14. Indemnification

Seller shall indemnify Buyer from and against any and all losses, costs, damages, and expenses (including court costs and attorneys' fees) arising from any claims against Buyer for (i) injury or death to any individual, or damage to property, alleged to have been caused in whole or in part by defective Goods furnished by Seller or by any act or omission, negligence or otherwise, of Seller or any subcontractor of Seller or of any of their respective employees, workmen, or agents, or (ii) Seller's breach of its warranties and obligations hereunder. Seller will be exempted from any indemnification of the Buyer or any injury, death, or loss caused exclusively by the negligence or willful misconduct of Buyer.

15. Regulatory

Buyer is a medical device manufacturer and is required to comply with different governmental regulatory requirements. If requested by Buyer, Seller agrees to allow Buyer and/or its representatives to conduct an onsite supplier audit of Seller's facilities in connection with Buyer's regulated operations. Alternatively, Buyer may elect to send Seller a mail-in audit which Seller agrees to complete and timely return to Buyer. Seller agrees to cooperate with Buyer in any such audit or any follow up to such audit.

16. Compliance with Laws

In the performance of work hereunder, Seller shall comply with all applicable international, federal, state, and local laws, rules and regulations.

17. Regulation (EU) 2017/745 [MDR]

In case of Medical Devices (MD) the Seller agrees to supply only Goods fully complying with MDR 2017/745 (and its modifications) providing, at Buyer's request, all technical documentation (i.e. EU Declaration of Conformity, Reach / RoHS / Oeko-Tex declarations, instructions, extract of the technical dossier, etc) and all other information useful in order to avoid a misuse by the final Consumer and grant fully compliance to all regulatory duties. Signing this contract the Seller confirms he will supply only Goods manufactured without using raw materials, substances of very high concern (SVHC), semi-finished products and/or other components who may constitute an effective risk/danger (individually or as a whole) according to Regulation (EC) 1907/2006, EN ISO 10993, MDR 745/2017 and their modifications. Every single package must be labeled by the Seller accordingly with MDR 745/2017 using the information, layouts and instructions provided by the Buyer.

Non complying Goods will be automatically rejected once the Buyer, during the quality checking of incoming goods, has identified them informing immediately the Seller who'll be in charge for quickly activating the restitution process and replace (at his own expense) the products as soon as possible. In this case, the purchasing order

will be consider only partially fulfilled so the Buyer will be entitled to ask for an indemnification for any suffered damage.

18. Assignment

Seller shall not assign any of its rights or interest in this Agreement or any Order or subcontract its performance of this Agreement or any Order, without Buyer's prior written consent. Any prohibited assignment shall be void.

19. Applicable Law

Laws of European Community, without regard to conflict of law principles thereof, will govern this Agreement, and any order issued hereunder. The Parties expressly consent, and submit themselves, to the exclusive jurisdiction of the Switzerland Confederation for adjudication of any claim.

20. Confidentiality

Seller shall not, except as required in performance of an Order, disclose or use at any time any information which is not publicly known about Buyer's products, processes or services and which is disclosed to or learned by Seller prior to or during such performance and fully comply to the MNDA.

Seller shall, upon demand by Buyer, surrender to Buyer any and all confidential or proprietary documents and other information of Buyer in whatever form which are in Seller's possession or control.

21. Buyer's Information

Buyer retains title to all information and materials (including, but not limited to, all drawings, designs, specifications, technical data and production or product "know-how") furnished to Seller to facilitate performance of an Order, and the same shall be (i) treated as Buyer's confidential information, (ii) used exclusively by Seller to complete the Order, and (iii) returned to Buyer at Buyer's direction or upon completion, termination, or cancellation of the Order, along with all copies or reproductions thereof, unless otherwise agreed to in writing by Buyer.

Seller shall thereafter make no further use of any such drawings, designs, specifications, technical data and production or product "know-how" or of any information derived therefrom in the performance of work for any other customer without Buyer's prior written consent.

22. Seller's Information

Seller retains title to all information and materials (including, but not limited to, all drawings, designs, specifications, technical data and production or product "know-how") furnished to Buyer to facilitate performance of Sales, and the same shall be (i) treated as Seller's confidential information, (ii) used exclusively by Buyer to complete the sales, and (iii) returned to Seller at Seller's direction or upon completion, termination, or cancellation of the Order, along with all copies or reproductions thereof, unless otherwise agreed to in writing by Seller. Buyer shall thereafter make no further use of any such drawings, designs, specifications, technical data and production or product "know-how" or of any information derived therefrom in the performance of work for any other customer without Seller's prior written consent.

23. No Publicity

Without Buyer's prior written consent, Seller shall not release any news release or publicity regarding this Agreement, an Order, or the fact that Seller is furnishing Goods to Buyer.

24. Non-Waiver

No waiver of any provision of this Agreement or any Order or any right or obligations of either Party shall be effective, except pursuant to a writing signed by the Party waiving compliance, and any such waiver shall be effective only for the specific instance and purpose stated in such writing

25. Final provisions

For all that is not regulated in this document, the European regulations in force at the time of conclusion of the contract are valid.