



## TERMS AND CONDITIONS

### 1 - ACCEPTANCE

Unless otherwise provided herein, Seller's Acknowledgment of this order or commencement of any work or performance of any services hereunder shall constitute acceptance by Seller of this order and its terms and conditions. This order contains the complete and entire agreement between the parties and supersedes any previous agreement, express or implied, verbal or written, with respect to the subject matter hereof. No term or condition stated by Seller in acknowledging or otherwise accepting this order shall be binding upon Buyer unless specifically accepted in writing by Buyer.

### 2 - MATERIAL AND TOOLS

If Buyer furnishes material or special dies, molds, jigs or tools, (1) title thereto shall remain in Buyer; (2) they shall be segregated by Seller; (3) they shall be used solely for the manufacture of products for Buyer; and (4) Seller shall return or dispose of any unused or damaged material and such special dies, molds, jigs and tools as Buyer may direct. All losses shall be promptly reported to Buyer. Seller shall bear all risk of loss for Buyer furnished material and products called for by this order until final acceptance by Buyer at destination except for loss occasioned by negligence of Buyer.

### 3 - SUBCONTRACTS

Seller shall not procure any product covered by this order in completed form without first securing the written approval of the Buyer. If products are made to Buyer's Design, any subcontracting by Seller with respect thereto shall be subject to Buyer's prior written approval. The Terms and Conditions contained in this order must be included in any subcontracts.

### 4 - CHANGES

All specifications, drawings and data submitted by Buyer relating to the products ordered are incorporated by reference into the order. Buyer may at any time by written change order suspend performance in whole or in part, make changes in quantities, drawings, designs, specifications, method of shipment or packing, or time or place of delivery, require additional work, or direct the omission of work. If any such change causes an increase or decrease in the cost of or the time required for the performance of this order, an equitable adjustment shall be made in the price or schedule or both, and this order shall be modified in writing accordingly.

Any claim for adjustment under this paragraph shall conclusively be deemed waived unless asserted in writing within fifteen (15) days from the date of receipt by the Seller of the change order. The amount of the claim shall be stated when it is submitted. Where the cost of property made obsolete or excess due to a change is included in Seller's claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. Nothing in this paragraph shall excuse Seller from proceeding with the purchase order as changed. Buyer's technical personnel may from time to time render assistance or give advice to or affect an exchange of information with Seller's personnel in a liaison effort concerning the products to be furnished hereunder; such exchange of information or advice shall not vest Seller with authority to change the requirements or Terms and Conditions of this order.

Seller may not change or otherwise deviate from this order as to the specifications furnished hereunder. Further, upon approval by the Buyer of the initial design, any process changes, design changes, or deviations considered by the Seller must be submitted to Buyer in writing for review. If changes are submitted for approval, the information submitted must include a complete description of the change and the effect the change will have on all characteristics of the device. Upon request, the Seller shall submit samples of the proposed device for the evaluation and approval by Buyer and will make applicable processes available for Buyer audit. Unless Buyer has expressly so agreed in writing, the Seller shall not make any change or deviation.

Seller must notify Buyer at least 60 days prior to making a change and receive written approval from Buyer prior to its implementation. Buyer may direct the Seller to defer any change pending Buyer's written approval. Written approval of Buyer is required to proceed with approved change prior to specification revision. Changes include, but are not limited to changes in composition, manufacturing process, dimensions, functional characteristics, finish requirements or labeling attributes.

### 5 - INSPECTION AND ACCEPTANCE

Non-conforming products may only be supplied if written authorization is provided by Buyer prior to shipment. All products shall be subject to inspection and test by Buyer at times and places as Buyer may require, Seller shall provide without additional charge all reasonable facilities and assistance for the safety and convenience of the Buyer in performance of such inspections and tests.

In case any products are defective in material or workmanship or otherwise not in conformity with the requirements of this order, Seller's warranties or Buyer's instructions, specifications, drawings or data, Buyer shall, in addition to any other rights, have the right to reject same, revoke any acceptance and rescind the order as to the rejected products or reject same and require the prompt correction or replacement thereof by Seller. Final acceptance shall be made by Buyer at destination. Seller shall provide and maintain an inspection system acceptable to Buyer. No inspection tests, payment for Products or other acceptance by the Buyer shall relieve Seller from responsibility to meet the requirements of this order or from any warranties. Buyer may, and at Seller's direction shall, return rejected products to Seller at Seller's risk, and all transportation and handling charges, both to and from the original destination, as well as any costs of inspection, shall be paid by Seller.

## 6 - PACKING AND SHIPPING

Shipments must be in the quantities specified and received on Buyer's dock on the date specified in the order unless otherwise agreed. No charges will be allowed for packaging, carting, or storage. All products shall be prepared for shipment in accordance with sound commercial practice to obtain lowest transportation rates or as otherwise specified by Buyer. Packages that contain products requiring refrigeration must be marked on the outside. Order number, part number, and quantity must appear on all packing lists, invoices and other documents. Buyer's count will be accepted as final on all shipments not accompanied by an itemized packing sheet. All shipments must be accompanied by all documents required by this purchase order or as specified on the drawings. Buyer reserves the right to cancel any order without liability if delivery of products is not made within 7 days after the time specified in the order.

WOOD PACKING MATERIAL. Any wood packing material ("WPM") must comply with the "International Standards for Phytosanitary Measures: Guidelines for Regulating Wood Packaging Material in International Trade" (ISPM 15). Any WPM must also be appropriately stamped

## 7 - INVOICING AND PAYMENT TERMS

Show separately on each invoice any applicable taxes. If discount is applicable, show any applicable freight and similar charges separately to avoid discount being taken thereon. Render separate invoice for each shipment and each order. Payment of invoice shall not constitute acceptance of products and shall be subject to adjustment for errors, shortages, defects in products or services or other failure of Seller to meet the requirements and Terms and Conditions of this order. Buyer shall have the right to reduce and setoff against amounts payable hereunder any other claims which Buyer may have against Seller. Buyer shall send payment against Seller's invoices pursuant to the terms set forth on the front of this purchase order.

## 8 - COMPLIANCE

Seller warrants and agrees in the performance of this order (1) to observe and comply with all applicable federal, state and local laws, rules and regulations, and all applicable economic or financial sanctions or trade embargoes, and will not cause a violation by CONMED of any economic or financial sanctions or trade embargoes enacted, imposed, administered or enforced

from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the U.S. Department of State or the U.S. Department of Commerce, or (b) the United Nations Security Council ("Economic Sanctions Laws"); (2) to furnish to Buyer any information required to enable Buyer to comply with such laws, rules and regulations in its use of the products; (3) to supply new products; and (3) to indemnify and save harmless Buyer for and from any and all liabilities, expense, costs and damages which Buyer may incur or suffer as a result of Seller's failure or omission to do so. Seller warrants that the products furnished under this order have been or will be produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended and all applicable regulations in regard thereto. If products incorporated by Buyer into products sold under a federal contract or subcontract, those procurement regulations that are required by statute or regulation to be inserted in such contract or subcontract shall be deemed to apply to this order. To the extent applicable, all parties agree that they will abide by the provisions of 29 CFR Part 471 Appendix A to Subpart A. If applicable, the parties agree that they will comply with the U.S. Anti-boycott regulations found in 15 CFR Part 760.

Seller will provide Buyer with any information associated with REACH, ROHs and similar hazardous substance disclosure requirements. Seller guarantees and warrants that the products will not contain any of the following minerals, commonly referred to as 3TG, tin, tantalum, tungsten and gold, from the Republic of the Congo(DRC) or neighboring countries.

Vendor certifies by acceptance of this agreement that to the extent applicable, it complies with the employee notice requirements specified in the Employee Notice Clause at 29 CFR 471 Appendix A to Subpart A.

**Also, to the extent applicable, this contractor and subcontractor shall abide by the requirements of 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability.**

Seller will comply with the requirements found in the Supplier Handbook found at

<https://www.conmed.com/-/media/conmed/documents/policies/conmed-supplier-handbook.ashx>

## 9 - ECONOMIC SANCTIONS LAWS

(a) Seller shall ensure that it does not take any actions that cause Buyer to violate Economic Sanctions Laws.

(b) Seller shall ensure that Seller and its suppliers, sub-suppliers, and others involved in the production of the sourcing of goods and their components that are sold to Buyer are not sourced at any stage from any supplier who is in a Sanctioned Country or is a Sanctioned Person. Sanctioned Country means, at any time, a country or territory that is, or whose government is, the subject or target of any Economic Sanctions Laws broadly restricting or prohibiting dealings with such country, territory or government (as of October 2024, Cuba, Iran, North Korea, Syria, the so called

Donetsk People's Republic, the so called Luhansk People's Republic, and Crimea Regions of Ukraine). Sanctioned Person means, at any time, any person or entity ("Person") with whom dealings are restricted or prohibited under Economic Sanctions Laws, including (i) any Person listed in any Sanctions-related list of designated Persons maintained by the United States government or the United Nations Security Council, (ii) any Person located, organized or resident in, or any governmental entity or governmental instrumentality of, a Sanctioned Country, or (c) any Person indirectly owned 50% or more by any Person described in clauses (i) or (ii) hereof.

(c) If Buyer determines that Seller is in violation of the terms herein related to Economic Sanctions Laws, in addition to any other rights and remedies available to Buyer by law or under this purchase order, Buyer shall have the right to immediately cancel and terminate this purchase order without any liability or further obligation to Seller. Seller will indemnify Buyer and hold Buyer and its end customer, if applicable, harmless against any against civil or criminal penalties and any form of civil or criminal liability in the United States arising as a result of a violation of any Economic Sanctions Laws caused by Seller, Seller's suppliers, or Seller's sub-suppliers.

## **10 - INTELLECTUAL PROPERTY**

(a) To the extent this Agreement includes Services, Seller agrees that all writings, drawings, designs, copyrightable material, inventions (whether or not patentable), improvements, discoveries, developments, and all works of authorship created by Seller in performance of its obligations hereunder, whether solely or jointly, including all worldwide rights therein under patent, copyright, trade secret, confidential information, or other intellectual property right (collectively "Intellectual Property"), are the sole property of Buyer. Seller assigns to Buyer all right, title and interest in and to all such Intellectual Property, and shall perform such further acts needed to transfer, perfect, and defend Buyer's ownership of the Intellectual Property. Seller shall require its employees and subcontractors to execute written assignments of Intellectual Property to effect such assignment.

(b) To the extent that Seller or third parties retain ownership rights in materials delivered with the products, or upon which the Services are based, Seller hereby grants to Buyer a perpetual, fully-paid up, irrevocable, worldwide, non-exclusive, royalty-free right and license to make, have made, modify, use, distribute, publicly perform or display, sell, offer to sell, service and import such materials. Seller hereby warrants that it owns or has acquired rights in all such intellectual property necessary to grant the licenses and intellectual property rights set forth in this Intellectual Property section.

(c) To the extent products delivered under this order are not of Buyer's design, Seller will at its own expense defend any action, suit or claim or assist in defense thereof brought against Buyer or its customer or users, including any brought against U.S. Government, in which an infringement of any patent is alleged with respect to the sale or use of such products and Seller will indemnify and save harmless Buyer and its customers and users from any and all losses, costs and damages for infringement or alleged infringement of any patent because of the sale or use of such products. All new materials or products designed or developed by Seller for Buyer under the terms of this order shall

be deemed works for hire belonging exclusively to Buyer. Seller, on behalf of itself, its employees and any others used by Seller, hereby irrevocably assigns to Buyer all right, title and interest to all intellectual property created for Buyer under the terms of this order and agrees to do all things reasonably necessary to enable Buyer to secure United States and non-United States patents, copyrights and any other rights relating to intellectual property, including the execution of a specific assignment of title of any intellectual property to Buyer.

## **11 - QUALITY SYSTEM**

Seller shall have a documented quality management system which meets the requirements of 21 CFR 820 or ISO 13485:2003 and is acceptable to Buyer. Buyer shall be permitted to survey or audit Seller for compliance to (1) its approved quality system; (2) governmental laws, statutes, and regulations; and (3) Buyer's specifications and drawings. Documented quality practices, work instructions, qualifications and validations are required for all manufacturing processes. Inspection operations must include accept/reject criteria. The Seller shall have a corrective action system in place that permits Seller to respond with a corrective action plan within 15 days of receipt of a request.

## **12 - TRACEABILITY**

Traceability of all materials, including vendor lot number and purchase order number, is required. Buyer's lot number (when available) shall be recorded for any products manufactured using Buyer supplied material. All of Seller's records related to this order must be retained for three years unless a longer period is specified on the face of the purchase order. Records include, but are not limited to, purchasing records, device history records, process validations, inspection, calibration and non-conforming material reports and quality system certificates.

## **13 - TEST EQUIPMENT**

All equipment used to evaluate products shall be calibrated by a source traceable to the National Institute of Standards and Technology.

## **14 - SHELF LIFE**

No products shall be supplied with less than 75% of its applicable shelf – life remaining.

## **15 - WARRANTIES**

Seller will uphold all manufacturers' warranties. In addition to and without prejudice to all other express or implied warranties, Seller warrants that products furnished hereunder will (1) be free from any encumbrances; (2) meet the specifications contained in the appropriate product specifications prior to shipment; (3) be merchantable and fit for the purposes for which they are intended; and (4) be free from defects in design, material and workmanship. Any product found to be so defective on its return to Seller within one year after date of receipt by Buyer shall be repaired or replaced by Seller without charge.

## **16 - PROPRIETARY; CONFIDENTIAL**

The information contained in Buyer's drawings, specifications, processes and the like and Buyer's verbal explanations obtained by Seller with respect to this order are proprietary to Buyer and

such information shall not be used or disclosed by Seller without the prior written consent of Buyer, except for the purpose of fulfilling this order. Suppliers of Seller must agree, in writing, to treat as proprietary any such information disclosed to them by Seller. Such information shall be considered the sole property of Buyer and shall be used by Seller only for the benefit of Buyer. These obligations shall survive the termination of this order.

## **17 - TERMINATION**

Buyer may terminate all or any part of this order at any time or times without cause by written notice to Seller. If Seller fails to make any delivery in accordance with the agreed delivery date or schedule or otherwise fails to observe or comply with any of the other requirements or Terms and Conditions applicable to this order or fails to make progress so as to endanger performance of this order, Buyer may in addition to any other right or remedy provided by this order or by law terminate all or any part of this order by written notice to Seller without any liability by Buyer to Seller on account thereof.

## **18 - WAIVER**

The failure of Buyer in any one or more instances to insist upon performance of any of the requirements or terms and conditions of this order or the waiver of any breach of the requirements or terms and conditions of this order shall not be construed as thereafter waiving any such requirements or terms and conditions and the same shall continue and remain in force and effect as if no waiver had occurred.

## **19 - MOST FAVORED CUSTOMER**

Seller warrants that the prices and terms offered to Buyer are as favorable as Seller offers to any other purchaser under similar terms and conditions. In the event Seller breaches this Warranty, the prices of the Articles shall be reduced accordingly, retroactively to date of such breach. Seller agrees that any price reduction in the products after placement of this order, but prior to shipment, will be applicable to this order. Unless otherwise specified on the front side hereof, the contract price includes all applicable federal, state, and local taxes in effect on the date of this order.

## **20 - IMPORT REQUIREMENTS**

Upon Buyer's request, Seller shall provide Buyer with an appropriate certification stating the country or origin of products, sufficient to satisfy the requirements of the customs authorities of the country of receipt, and any applicable export licensing regulations. If Seller, or any of its suppliers or subcontractors, imports material from outside the U.S. to supply this order, Seller must adhere to the following additional terms:

1. Seller shall advise Buyer in advance of any shipments destined for the U.S.
2. Seller shall ensure that Buyer's Purchase Order number appears on all invoices, or that another unique transaction identifier is included if no Purchase Order number is involved.
3. Seller shall ensure that invoices contain accurate information regarding the goods, including SKU numbers and descriptive information on the products sufficient to enable proper

commodity classification for customs purposes, and to ensure that all regulatory requirements are met. (All invoice requirements apply to both commercial invoices and pro forma invoices.)

4. Seller may not show tariff classification numbers on invoices unless they are numbers provided by or agreed to by Buyer.
5. Seller shall not indicate the use of any special trade program (e.g. NAFTA, 9801 U.S. Goods Returned, etc.) without prior instructions from Buyer to do so.
6. Seller shall ensure that all values relating to the goods (such as the accurate unit price of goods, packing costs, freight charges, etc.) are shown on invoices.
7. Seller shall include the name of the person at Seller and at Buyer who is responsible for the accuracy of the information on the invoice.
8. Seller and Buyer shall ensure that the invoices issued for customs purposes are identical to the invoices sent to the Buyer's accounts payable department for payment.
9. Seller shall ensure that accurate country of origin information is provided on invoices. Seller and Buyer shall consult and comply with NAFTA rules 19 CFR § 102 with respect to any goods exported from NAFTA countries. Seller shall notify Buyer prior to making any changes to the origin of goods or components.
10. Any goods Seller sells to Buyer for import into the U.S. shall be marked legibly and permanently with their country of origin, as directed by Buyer.

## **21 - GOVERNING LAWS; DISPUTE RESOLUTION; ATTORNEY FEES**

This purchase order shall be construed and enforced according to the laws of the State of New York, excluding its Conflict of law rules. Buyer and Seller agree that the federal or state courts of New York shall have exclusive jurisdiction to determine any controversy relating to this purchase order, any contract resulting from its acceptance or the performance thereof. Seller hereby irrevocably waives, to the extent permitted by applicable law, all right to trial by jury in any legal proceeding arising out of or relating to this Order or the transactions contemplated hereby. In the event of any controversy related to this purchase order, the parties agree that they shall first have good faith discussions between designated representatives of the parties, if such discussions do not result in a resolution within 90 days following the commencement of discussions, the parties may then pursue all remedies available to them. Participation in discussions shall not constitute a waiver of any breach. If any action or proceeding relating to this purchase order or the enforcement of any provision of this purchase order is brought against a party hereto, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

## **22 - ASSIGNMENT**

This purchase order shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, neither this purchase order nor any interest therein shall be assigned, delegated, subcontracted for, or otherwise transferred by the

Seller, except with prior written consent of Buyer. Any assignment or transfer without such consent shall be void ab initio.

### **23 - SURVIVORSHIP**

All provisions, representations and warranties contained herein which by their nature are required or intended to be observed or performed after termination of this purchase order shall survive its termination.

### **24 - EXCLUSION OF U. N. CONVENTION ON INTERNATIONAL SALES.**

Unless otherwise agreed to by Seller and Buyer in writing, there is excluded from this order (including any amendments thereto) the application of the United Nations Convention on Contracts for the International Sale of Goods.