



INTERNATIONAL TERMS AND CONDITIONS OF SALE FOR CONMED CORPORATION AND LINVATEC CORPORATION PRODUCTS  
("Terms")

1. **Payment and Taxes** - Payment terms are Net 30 days unless otherwise stated on the invoice. CONMED reserves the right to require cash payment or other alternative method of payment prior to shipment if CONMED determines, in its sole discretion, that Customer or Customer's assignee's condition at any time does not justify continuance of the Net 30 day payment terms. In addition to the price, the purchaser shall also be responsible for paying any taxes or government charges arising from the sale and from the agreement referencing these Terms. A servicing fee will be invoiced where legalization of any documents is required.
2. **Shipment/Title** – Products are delivered CIP or Ex-Works to one of CONMED's warehouses in accordance with IncoTerms 2020. Title will transfer when products are ready for pick-up at CONMED's warehouse.
3. **Return Products** –Any returns must occur within 45 days of ship date. Returned products are subject to a restocking fee of fifteen percent (15%) of the purchase price (minimum charge \$25). Products returned solely as a result of errors attributable to CONMED will not be subject to a restocking fee. Returns must have a Return Material Authorization (RMA) number prominently displayed on the box and included on all paperwork. To receive an RMA number, contact CONMED Linvatec International Customer Service at [Internationalcomplaints@conmed.com](mailto:Internationalcomplaints@conmed.com).

Please provide the following information:

- Original invoice number
- Date of purchase
- Reason for return

Products not eligible for credit or return:

- Products damaged by customer misuse
- Custom or customized products
- Products purchased through a sales promotion
- Products damaged in return due to inadequate packaging
- Less than full packages – all products must have identical lot numbers
- Disposable products returned in non-sterile condition
- Sterile products returned with the outer packaging seals broken

4. **Limited Product Warranty**- CONMED warrants that its products are manufactured in accordance with U.S. Good Manufacturing Practice regulations for medical devices and that each is free from defects in workmanship under normal use and service. The warranty period shall be indicated in the product literature furnished by CONMED. If any product proves to be defective, purchaser may return same to CONMED for repair or replacement, at CONMED's option. The liability of CONMED under this limited warranty does not extend to any abuse or misuse of any product. THIS LIMITED PRODUCT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The remedy stated in this limited product warranty will be the sole remedy available to purchaser for any product.
5. **Limitation of Liability**- Under no circumstances shall CONMED be liable to purchaser for any special, incidental or consequential damages, including, but not limited to, loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.
6. **Force Majeure** - CONMED shall not be held liable for any failure to perform or delay in performance of any order due to strikes, fire, explosion, floods, riots, lockout, injunction, interruption of transportation, acts of government or public enemy, inability to obtain supplies at reasonable prices, or other causes beyond our control.
7. **Claims** -Any suits arising from the performance or nonperformance of CONMED, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
8. **Changes to Terms** - No changes or modifications to these Terms can be made except upon CONMED's written consent. These Terms supersede all prior agreements, undertakings, negotiations and discussions, whether oral or written. Any terms contained in Customer's purchase orders that impose additional obligations on CONMED, or that conflict directly or indirectly with these Terms, shall not apply unless CONMED approves them in writing.
9. **Diversion of Products** – All products, technology and software are exported from the United States in accordance with US export administration regulations. Products may not be resold, transferred, or used in any way by the customer in violation of any laws, regulations, or export controls or economic sanctions imposed by the United States government, including, but not limited to, the Export Administration Act, as amended, and the Antiboycott Regulations and Guidelines issued under the Export Administration Act, as amended.
10. **Trace Sales** – Customer must maintain sales records for all goods it sells. They must be in sufficient detail (part number, quantity and lot number) to permit a product recall, correction, removal or any other activity required by CONMED. No product modifications, corrections, recalls, or field corrections shall be undertaken by Customer without CONMED's written consent.



11. **Government Approval** - Customer shall only sell products in countries where all necessary approvals from that country's regulatory authority have been obtained by or for CONMED.
  12. **Product Complaints** – A "Complaint" is any written, electronic, or oral communication that alleges a deficiency related to the identity, quality, durability, reliability, safety, effectiveness or performance of a product. Complaints involving a death or serious injury must be communicated in writing to CONMED within twenty-four (24) hours of receipt thereof. All other Complaints must be communicated in writing to CONMED within five (5) working days of receipt thereof. The notice must include customer name, nature of the complaint, name of the product, and lot number or serial number. Customer shall assist CONMED in its investigation and shall promptly return the product complained of to CONMED.
  13. **Product Literature.** Product related materials, including marketing, advertising, sales promotion, instructions for use, and other product literature, (collectively "Literature") supplied by CONMED may not be modified in any way without CONMED's prior review and written consent. Customer shall provide to CONMED specimens of all new or modified Literature that Customer desires to use with respect to the Products. Customer need not obtain prior approval for Literature created by Customer which merely incorporates advertising slicks provided by CONMED. CONMED shall not be responsible for any claims arising out of any Literature not approved by CONMED or supplied by CONMED.
  14. **Choice of Law and Forum-** The UN Convention on Contracts for the International Sale of Goods shall not apply. All sales and any disputes arising out of, or related to, these Terms shall be governed exclusively by the laws of the State of New York, without regard to conflict of law provisions. Exclusive jurisdiction and venue for any disputes arising out of, or relating to these Terms shall be in the Courts of New York State in Oneida County, or where federal jurisdiction may exist, in the U.S. District Court in the Northern District of New York.
  15. **Order Inquiry:** International Customer Service, CONMED Corporation, 11311 Concept Boulevard, Largo Florida 33773 USA. E-mail [Internationalcustomerexperience@conmed.com](mailto:Internationalcustomerexperience@conmed.com)
  16. **Purchase Orders:** must include:
    - Contact name (legible), phone, email address
    - Company name
    - Full Address
    - Telephone
    - End Market Destination (Country)
    - Catalog number
    - Description of product
    - Quantity in shipping units (case quantity)
    - Extensions of purchase price by line item (indicate US Dollars or Euros)
    - Total Price (total of extensions) (indicate US Dollars or Euros)
    - Preferred shipping date
    - Mode of transportation
    - Freight forwarder (Ex Works orders)
- Forward to:**  
CONMED Corporation  
11311 Concept Boulevard  
Largo, FL 33773 USA  
ATTN: International Customer Service  
e-mail to [Internationalcustomerexperience@conmed.com](mailto:Internationalcustomerexperience@conmed.com)
17. **Letter of Credit:** Any customer desiring to make payment through a Letter of Credit should request from CONMED, and review, CONMED's "Letter of Credit Requirements" prior to making an application for the same.
  18. **Compliance with Laws:** Customer, and its owner/principals, directors, employees and agents, agree to educate themselves about and comply with the U.S. Foreign Corrupt Practices Act, as well as any local or regional laws or treaties that apply to Customer or the sale, including, but not limited to, any anti-bribery, anti-kickback, or other anti-corruption laws. No unlawful or improper incentive may be offered to any government official (including any physician or individual employed by a public hospital) to induce the official to order, purchase or recommend CONMED products or to otherwise promote or facilitate a sale.