

Terms and Conditions of Sales Unifix Care B.V.

This Agreement contains the terms and conditions that apply to your purchase from Unifix Care B.V., named on the invoice (“Unifix Care B.V.”) that will be provided to you (“Buyer”) on orders for surgical instruments (Products) and/or services and support sold. By accepting delivery of the surgical instruments and/or services and support described on that invoice, Customer agrees to be bound by and accepts these terms and conditions. THESE TERMS AND CONDITIONS APPLY (i) UNLESS BUYER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH Unifix Care B.V., IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (ii) UNLESS OTHER Unifix Care B.V. STANDARD TERMS APPLY TO THE TRANSACTION. These terms and conditions are subject to change without prior written notice at any time, in Unifix Care B.V.’s sole discretion. No modification of this Agreement shall be binding on Unifix Care B.V. unless in writing and signed by an authorized representative of Unifix Care B.V..

1 – Acceptance

Performance by Unifix Care B.V. is expressly made conditional on Buyer’s assent to the terms and conditions of this order acknowledgement. Buyer agrees to these terms and conditions which shall prevail over any inconsistent provisions in any form or other paper submitted by Buyer. Any additional or different terms in any Buyer request for quotation, acknowledgment, commencement, or purchase order shall constitute a counteroffer and such counter offer shall not be accepted by Unifix Care B.V. without written approval by Unifix Care B.V.. The provisions of any existing written contract between Unifix Care B.V. and Buyer for the same goods or services shall take precedence over any inconsistent terms or conditions contained in this Order Acknowledgement from Unifix Care B.V.. Unifix Care B.V. may, from time to time, change or supplement these terms and conditions. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) or services and support that are subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Buyer and Unifix Care B.V.. All purchases are subject to Unifix Care B.V. approval notwithstanding prior payments and, if not in accordance with the specifications, may, at Unifix Care B.V. sole option, be returned to Unifix Care B.V. at Buyer’s expense for transportation. Unifix Care B.V. reserves the right to change product specifications, quantities, designs or prices without notice and without liability for such changes.

2 – Prices

The price(s) set forth in any Unifix Care B.V. Order Acknowledgement are firm and shall not be changed without the prior written consent of Unifix Care B.V.. If no price is specified in this Purchase Order, the goods shall be invoiced at the current list price. In addition to the prices stated herein, Buyer will pay to Unifix Care B.V. any sales tax now or hereafter imposed by a state or municipality, based on or measured by the sale or use of material, product or services covered hereby. Supplier may in its sole discretion, adjust pricing in accordance with its published list prices.

3 – Payment

Payment will be due net thirty (30) days from receipt on approved credit. Where other payment terms are specified on the Order Acknowledgement, payment shall be made in accordance with those terms and conditions. If your credit has not been established with Unifix Care B.V., terms may be payment in advance or C.O.D. All shipments are F.O.B. to the specified location by Unifix Care B.V.. Items are shipped by cargo unless otherwise specified, with shipping charges and insurance prepaid and added as a separate charge on your invoice. The invoice will include, and Buyer agrees to pay, reasonable shipping and handling charges. Buyer further agrees to pay all invoices within thirty (30) days of receipt of said invoice. A 1.5% per month service charge is added to delinquent accounts. Interest will

be charged at 1.5% per month rate for all amounts outstanding more than thirty (30) days. In the event that it becomes necessary for Unifix Care B.V. to incur collection costs or institute a suit to collect any amount due and payable, Buyer agrees to pay such additional collection costs, charges, and expenses, including attorney's fees if the account is placed in the hands of an attorney or an agency for collection. Prices are subject to change without notice. Cancellation of orders is subject to approval by Unifix Care B.V.. A minimum of 20% restocking/service charge will be applied. Unifix Care B.V. reserves the right to refuse to perform under this agreement should there be any balance outstanding for more than thirty (30) days. Unifix Care B.V. will not be in breach of this agreement by exercising this right. Buyer shall reimburse Unifix Care B.V. for taxes, fees, surcharges or other charges imposed by legislation of regulations enacted or promulgated after the execution date of this Agreement and levied specifically upon the transportation or packaging of the products subject to this agreement. Any dispute shall be resolved in accordance with the laws of The Netherlands.

4 – Shipment and Delivery

Shipment of the goods shall be made in accordance with customary shipping practices for such goods. Unless otherwise stated in the Order Acknowledgement, no charge will be allowed for packing, boxing, cartage and Buyer shall absorb and pre-pay all shipping and insurance charges. Goods ordered in error or duplicated because mailed-in order and not clearly marked "CONFIRMING" will be subject to a 20% restocking charge, if approved by Unifix Care B.V.. Buyer shall notify Unifix Care B.V. immediately of any situation which may delay or threaten to delay the timely acceptance of services and / or receipt of goods. Unifix Care B.V., at its option, may cancel all or any portion of this Order Acknowledgement without liability. Acceptance of all or part of the goods, or payment therefore, or failure to notify Buyer promptly shall not waive or affect Unifix Care B.V.'s right to cancel the order or recover damages. Unifix Care B.V. will make all reasonable efforts to meet Buyer's requirement dates and to ship the products via Buyer's choice of carriers. All products shall be properly labeled and packaged. Partial shipments will be accepted by the Buyer and will not be a breach of this agreement by Unifix Care B.V..

5 – Service and Support

Unifix Care B.V. endeavors to provide the best customer and technical telephone support for hand-held surgical instruments. For end-user Customers, Unifix Care B.V. promises that its support staff will attempt to handle over the telephone any problem involving Unifix Care B.V. products. Service offerings may vary from product to product. Unifix Care B.V. has no obligation to provide service or support until Unifix Care B.V. has received full payment for the product or service/support contract for which service or support is requested. Unifix Care B.V. will provide service and support to Buyer in accordance with the terms and conditions of the services and support policies and conditions in effect on the date purchased.

6 – Returns

No returns will be accepted without prior authorization, and are subject to approval by Unifix Care B.V.. With our prior written authorization, returns may be made within 30 days of invoice date for a full credit and instruments must be in perfect condition and in their original package. If, for any reason, it is necessary to return goods to us, please contact your account manager for forwarding instructions. This procedure will prevent delays and enable us to resolve the situation to your satisfaction. Unifix Care B.V. is not liable for goods returned without a returned goods authorization number (RGA). Returns must be sent through a traceable carrier, Unifix Care B.V. will not refund return shipping cost. All authorized returns must be shipped to Unifix Care B.V. within 5 business days upon authorization. Unifix Care B.V. reserves the right to evaluate incoming returns prior to issuing any customer credit. We may implement price deductions depending on the age and condition of the instruments. A restocking and inspection charge will be applied on all authorized returns after (30) thirty days of

invoice date. No returns will be accepted after 60 days of invoice date. Please contact your account manager for an RGA number prior to returning any portion of your free trial products. Shipping charges back to Unifix Care B.V. are the responsibility of the customer. All sales are final on custom made instrumentation.

7 – Custom Made Instruments

Buyer must accept and pay for all customized goods. Returns will be accepted only if the manufactured product is not meeting the order specifications. Buyer shall be liable for all order specifications. Buyer can not reject goods in the case of slight tolerances. The prices of customized goods shall be based upon the original costs incurred for the particular order and which are accepted by Buyer upon placement of the order. Generally, such prices will be higher than those of comparable standard items. The actual prices, after final production, may exceed or be less than the calculated prices. These quotes shall be only approximately binding. Unifix Care B.V. may demand 50% of the anticipated invoice value as an advance prepayment. We are not obliged to check whether third party industrial property rights are violated nor whether the prescribed design may lead to claims for compensation under liability laws. Buyer shall be solely responsible and liable for all related claims, and we hereby refuse to accept liability for products in this respect.

8 – Risk of Loss

Unless otherwise specified in this Order Acknowledgement, risk of loss will pass to Buyer only after shipment of the goods by Unifix Care B.V.. Should Buyer receive damaged goods, it is imperative that Buyer save all packing materials for inspection by the carrier. Once the goods are turned over to the carrier by us, they become Buyer's responsibility. While Unifix Care B.V. will assist Buyer, all claims should be reported to the carrier immediately. Failure to do so makes Buyer liable for payments of those goods should damage claims be rejected by the carrier. All claims must be made within 7 days of receipt of goods.

9 – Warranty

Warranty Coverage:

Unifix Care B.V. warrants that the Products are free from defects in material and workmanship caused by manufacturing errors during the Warranty Period.

Warranty Benefits:

During the Warranty Period, Unifix Care B.V. will, at its sole discretion, repair or replace any defective Product or parts thereof, free of charge. If repair or replacement is not feasible, Unifix Care B.V. reserves the right to refund the purchase price of the defective Product.

Warranty Conditions:

The products offered are for surgical use only. Unifix Care B.V. assumes no responsibility if these products are used for any other purposes, or are misused in any way. Unifix Care B.V. products are only intended for clinical use. The information published by Unifix Care B.V. is, to the best of its knowledge, correct and accurate but is not guaranteed to be so. Unifix Care B.V. assumes no responsibility with respect thereto and has not verified the specifications and does not guarantee their accuracy. The sale of any product by Unifix Care B.V. does not waive any patent restrictions connected with those products. All Unifix Care B.V. instruments are guaranteed, with respect to material and workmanship only, for a period of one year. These products are guaranteed to be free from defects in workmanship and materials. Any original product, which proves defective in workmanship or materials, will be repaired, replaced, or refund charges on any instrument (at Unifix Care B.V. discretion), at no cost if an instrument fails to perform satisfactorily. Instruments being returned must have prior return authorization granted by Unifix Care B.V.. Defective products must be

accompanied by a written explanation of failure and receipt. Approval is subject to the following exclusions:

(i). All instruments must be tested upon receipt and all deficiencies must be reported to Unifix Care B.V. no later than 7 days after the date of receipt of the instrument.

(ii). Maximum warranty period is limited to 365 days on all instruments unless previously agreed upon. However, INSTRUMENTS MAY NOT BE RETURNED FOR REFUND OR CREDIT AFTER 30 DAYS, OR WITHOUT PRIOR AUTHORIZATION.

(iii). Physical damage to the instruments due to misuse, abuse, or mishap, including mechanical shock.

(iv). Damage to the material due to incorrect sterilization conditions, temperatures, or pressures. For products supplied by, but not manufactured by Unifix Care B.V., the warranty is limited by the terms of the original manufacturer's warranty. Buyer warrants that they have sufficient knowledge, training, facilities and skills to safely use and store products provided under this agreement.

Warranty Claim Procedure:

To initiate a warranty claim, the purchaser must:

- Contact Unifix Care B.V. within the Warranty Period and provide a detailed description of the defect.
- Obtain a Return Merchandise Authorization (RMA) number from Unifix Care B.V. This RMA number is essential for tracking your warranty claim.
- Pack the defective Product securely to prevent damage during shipping.
- Clearly mark the outside of the package with the provided RMA number.
- Include a copy of the original proof of purchase, detailing the purchase date and location.
- Ship the package to the address provided by Unifix Care B.V. You are responsible for the shipping costs associated with sending the defective Product to Unifix Care B.V.
- Once the defective Product is received by Unifix Care B.V., our technicians will assess the defect and determine whether it is covered under the warranty.
- Unifix Care B.V. will repair or replace the defective Product, as deemed necessary. If repair or replacement is not feasible, a refund may be issued at the sole discretion of Unifix Care B.V.
- Please note that initiating the warranty claim procedure through the above steps is crucial to ensure a smooth and efficient resolution of your warranty claim. Use a trackable shipping method to send the defective Product to Unifix Care B.V. and keep records of all correspondence and shipping details.
- For any inquiries or more information about the warranty claim procedure, please contact us via the contact information in clause 7 of this document.

Limitations and Exclusions:

Unifix Care B.V. shall not be liable for any direct, indirect, consequential, incidental, or special damages arising from the use or inability to use the Product, even if advised of the possibility of such damages.

This warranty is exclusive and in lieu of any other warranties, whether expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

Governing Law:

This warranty shall be governed by and construed in accordance with the laws of The Netherlands, without regard to its conflicts of laws principles.

Contact Information:

For warranty claims, inquiries, or more information, please contact:

Unifix Care B.V.
Molengraaffsingel 12
Delft, 2629 JD
The Netherlands
Email: info@unifix.care
Phone: +31 6 4984 5516

Amendment of Warranty:

Unifix Care B.V. reserves the right to amend or modify the terms of this warranty document at any time without prior notice.

12 – Compliance

Buyer agrees to indemnify Unifix Care B.V. and its customers and to hold Unifix Care B.V. and its customers harmless against all liability and expenses, including counsel fees, if Buyer fails to comply with the applicable laws, regulations and ordinances of the Netherlands, Unifix Care B.V. may, in addition, cancel a Purchase Order in whole or in part, without further liability to Seller for failure to comply with this provision. Buyer will indemnify, defend and hold harmless Unifix Care B.V. and its customers from and against all liabilities, losses and expenses, including counsel fees and disbursements, arising from the breach of any of these Terms and Conditions, or for personal injury or property damage relating directly or indirectly to the performance of any goods or service provided.

13 – Indemnification

Buyer agrees to indemnify, hold harmless and defend Unifix Care B.V. from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto, including costs of defense, settlement, and reasonable attorney's fees, which it may hereafter incur, become responsible for or pay out as a result of injury to any persons, destruction or damage to any property or any violation of governmental laws, regulations, or orders to the extent that such damage was caused by: (i) the breach by the Buyer of any term of this agreement, or (ii) any negligent or willful act or omission by the Buyer, the Buyer's employees, officers, directors, agents, or assigns.

14 – Loss of Products

Buyer warrants that the products provided by Unifix Care B.V. will be kept in a secure area under conditions appropriate for the products. In the event the products provided by Unifix Care B.V. while in the custody of Buyer become damaged, destroyed, lost, or are otherwise unusable or unaccounted for, Buyer agrees to pay for the product as though it was used in accordance with Section 1 above.

15 – Excuse of Performance

The obligation of Unifix Care B.V. to provide products and services pursuant to purchase order(s) may be suspended in the event of : (i) act of God, war, riot, fire, explosion, accident or flood; (ii) lack of adequate fuel, power, raw material, labor, containers, transportation or facilities; (iii) compliance with governmental requests, laws, regulations, orders, or other required licenses or approvals; (iv) breakage or failure of machinery or apparatus; (v) national defense requirements or any other event beyond the reasonable control of Unifix Care B.V.; (vi) any such event that prevents the delivery, transportation, or acceptance of the products or service.