

LABORIE GLOBAL TERMS AND CONDITIONS OF PURCHASE

This purchase order and any supplemental terms and conditions or additional documents referenced in the body of LABORIE's purchase order ("PO") issued by LABORIE Medical Technologies Corp. and Affiliates ("LABORIE") constitute the only contract and understanding, whether oral or written, between LABORIE and the party identified as Supplier on the face of the PO ("Supplier"), for the goods, products or services ordered thereunder ("Products and/or Services"). Affiliates means any entity or company directly or indirectly controlling, controlled by, or under common control with Laborie Medical Technologies Corp.

DOCUMENTS DESIGNATED BY LABORIE IN THE BODY OF THE PO, INCLUDING SUPPLEMENTAL TERMS AND CONDITIONS, IF ANY, ARE INCORPORATED BY REFERENCE THE SAME AS IF SET OUT IN FULL THEREIN AND WILL FORM A PART OF THE PO. SUPPLIER ACKNOWLEDGES THAT NO INVOICE, SHRINK-WRAP, CLICK-WRAP, OR OTHER TERMS AND CONDITIONS OR AGREEMENT PROVIDED WITH ANY PRODUCTS OR SOFTWARE SHALL BE BINDING ON LABORIE, EVEN IF USE OF SUCH PRODUCTS AND SOFTWARE REQUIRES AN AFFIRMATIVE ACCEPTANCE AND SUCH TERMS SHALL BE OF NO FORCE OR EFFECT AND SHALL BE DEEMED REJECTED BY LABORIE.

IN THE EVENT THAT ANY ACCEPTANCE OR OTHER COMMUNICATIONS OF ANY KIND FROM SUPPLIER TO LABORIE CONTAIN ANY ADDITIONAL TERMS, OR CONFLICT WITH ANY TERMS AND CONDITIONS OF THE PO, THE TERMS OF THE PO SHALL GOVERN UNLESS SUPPLIER NOTIFIES LABORIE IN WRITING THAT IT IS REJECTING THE PO ("NOTICE OF REJECTION") AND AFTER SUCH NOTICE OF REJECTION, AN AUTHORIZED SIGNATORY OF LABORIE AND THE SUPPLIER MUTUALLY AGREE UPON A WRITTEN AMENDMENT TO THE PO ("AMENDMENT"). In the absence of such Amendment, and even if Supplier issues a Notice of Rejection, if Supplier delivers the Products and/or Services to LABORIE, such Products and/or Services shall be deemed to be delivered pursuant to the terms of the PO.

To the extent LABORIE and Supplier are party to a valid, current, executed written agreement, the scope of which includes the purchase of products and/or services that are the subject of the PO ("Supply Agreement"), then the terms of such Supply Agreement shall govern and control. For the avoidance of all doubt, unless agreed otherwise in writing by LABORIE, in the event of any conflict between the Supply Agreement, valid, current, executed written quality agreement ("Quality Agreement"), or the PO, the order of precedence is as follows: (a) Supply Agreement; (b) Quality Agreement and (c) the PO.

All conflicting, different, or additional Supplier terms are expressly rejected, and acceptance of this offer is expressly limited to the terms stated in the PO. No course of dealing or usage of trade or actual course of performance shall be relevant to explain or supplement any terms used herein.

- 1. ORDERS.** All POs shall be deemed accepted by Supplier if no written notice is provided to LABORIE of the denial of an order and the reason for the denial within five (5) business days of Supplier's receipt of LABORIE's PO.
- 2. PRICES; TERMS OF PAYMENT.** All payments by LABORIE shall be made Net 90 days from the date LABORIE receives Supplier's invoice unless otherwise negotiated and agreed in writing. The prices and terms of payment stated herein apply to all Products and/or Services purchased hereunder. LABORIE shall have no obligation to honor invoices for Products and/or Services at any increased price or additional charge unless such item is agreed to in writing by LABORIE. All payments shall be conditional upon acceptance by LABORIE of the products and services.
- 3. TAXES & DUTIES.** Supplier shall bear the cost of all taxes and other governmental fees, charges, surcharges, and assessments of whatever nature, except for any applicable national, provincial, state, or federal taxes when the incidence of such taxes is by operation of law on LABORIE, including, any applicable Products and/or Services taxes (collectively, "LABORIE's Taxes"). LABORIE Taxes shall be added to the prices as applicable and stated as separate items on the invoice applicable to each PO. The prices stated herein shall not include any tax for which an exemption is available, or for which LABORIE has furnished Supplier evidence of a lawful exemption.
- 4. DELIVERY.** Time is of the essence in the performance of this Agreement, and any delay in delivery is a material breach. Title transfers to LABORIE upon delivery of the Products and/or Services to LABORIE. All shipments shall be made DDP LABORIE's facilities (Incoterms 2020) as set out on the PO, unless otherwise mutually agreed upon in writing.

5. ACCEPTANCE AND PRODUCT CHANGES. LABORIE is entitled to inspect the Products and/or Services (including the performance of tests) before or after receipt and reject them for failure to conform to the PO, regardless of whether any payment has been made by LABORIE, whether the nonconformity substantially impairs the value of the Products and/or Services, or whether the nonconformity may be cured by Supplier. LABORIE has the right upon reasonable notice to enter Supplier's facilities to inspect the production of Products and/or performance of Services, without precluding subsequent inspection and rejection of Products and/or Services. If the inspection discloses, in LABORIE's good faith opinion, that Supplier's ability to meet the requirements of the PO is questionable, LABORIE may treat such circumstance as a material breach and terminate the PO without liability to Supplier. If Products and/or Services tendered pursuant to the PO are nonconforming, LABORIE may (a) reject all the services with no liability to Supplier, and/or (b) return all nonconforming products to Supplier, at Supplier's expenses, for first priority repair, replacement, or a refund at the election of LABORIE. Supplier shall not substitute or modify any Products and/or Services (including components thereof) on the PO without the prior written consent of LABORIE.

6. PACKING, MARKING. Where applicable, unless otherwise specified by LABORIE in writing, Supplier shall pack and mark products to reasonably ensure that the products reach LABORIE at its ultimate destination, as set out on the PO, in a secure fashion. The PO number must appear on all invoices, packing slips and packages. Damage discovered after transfer of title that is determined to be a result of faulty packaging or handling by Supplier shall be Supplier's responsibility.

7. COMMUNICATION. All invoices must be sent to the relevant email as noted on the PO (APNorthAmerica@laborie.com or APNetherlands@laborie.com). All invoice inquiries must be sent to APInquiry@laborie.com.

8. FORCE MAJEURE. It shall not be a default and neither LABORIE nor Supplier shall be liable for a failure to perform hereunder arising from causes or events beyond a party's control and without the fault or negligence of such party. To the extent that, and so long as the obligations of either party are affected by any such cause or event, such obligations shall be suspended.

9. WARRANTY. Supplier warrants to LABORIE as follows:

- a) Supplier has the necessary knowledge, experience, and skills to perform Services hereunder and will perform all Services in a competent and professional manner, in accordance with industry "best practices";
- b) Supplier has the absolute right to make the assignments of the right, title, and interest in and to any Products and/or Services provided to LABORIE;
- c) In performing its obligations hereunder and while on-site at LABORIE facilities, Supplier will comply with all LABORIE internal policies and procedures, as may be revised from time to time and made available to Supplier;
- d) Products and/or Services supplied hereunder shall have no material defects and shall not contain any intentionally harmful characteristics (such as viruses or Trojan horses), and shall conform to and operate in accordance with their specifications;
- e) Products and/or Services supplied hereunder shall be merchantable and fit for their intended purpose.
- f) Supplier shall take all necessary precautions to protect the integrity of LABORIE's facilities and computer systems and, where applicable, LABORIE's customer's facilities and computer systems;
- g) In performing any Services hereunder, Supplier will not use any confidential materials or documents of any third party, unless Supplier has received prior written authorization to do so from the owner of the confidential materials;
- h) No intellectual property rights of any third party shall be infringed by the performance of any Services hereunder or any products or deliverables provided to LABORIE; and
- i) Supplier has identified to LABORIE, in writing, all licenses or sub-licenses of third-party software and all additional materials and information that LABORIE will require to effectively utilize the Products and/or Services provided hereunder.

10. COMPLIANCE WITH LAWS.

- a) Supplier warrants that it, and any Products and/or Services, or any part thereof, supplied by Supplier, are in compliance with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of any and all jurisdictions in which Supplier is domiciled, has an office and/or does business, and the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, performance and/or certification of the Products and/or Services, including, but not

limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Neither Supplier nor any of its subcontractors will utilize slave, prisoner, or any other form of forced or involuntary labor in the supply of Products and/or Services under the PO. Upon LABORIE's request, Supplier will certify in writing its compliance with the foregoing. Supplier will defend, hold harmless and indemnify LABORIE from and against any liability, claims, demands, damages, or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Supplier's noncompliance with this Clause 10 (Compliance with Laws).

b) Supplier shall provide all complete and accurate information required for the import and export of the Products and/or Services, including but not limited to certificates of origin, customs information, export control classifications. Supplier will label all Products and/or Services sold hereunder, including all the Products and/or Services' components and containers, with the country of origin, and will indicate the country of origin on all invoices for the Products and/or Services. Supplier shall provide certification to evidence the origin at point of delivery and include, with each delivery, a certificate of conformance for each Products and/or Services.

11. RECALL. Supplier shall promptly notify LABORIE in writing in the event Products and/or Services provided become subject to recall and shall cooperate with LABORIE requests for information related to the recall. LABORIE has the sole authority for decisions related to any of its products in the field, including any field corrective action. If a recall of the Products and/or Services is necessitated by a defect, a failure to conform to the specifications, applicable laws or any other reason within Supplier's control, Supplier shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning goods, lost profits, and other expenses incurred to meet obligations to third parties.

12. SUPPLIER CODE OF CONDUCT: All Suppliers are expected to abide by LABORIE's [Code of Conduct](#). Where non-compliance is identified, LABORIE shall take prompt action to resolve the identified issue but reserves the right to terminate the PO.

13. INDEMNIFICATION. Supplier agrees to defend, indemnify and save harmless LABORIE, its successors, assigns, Affiliates, and customers (collectively the "Indemnitees"), from and against all losses, liabilities, damages, judgments, settlements, expenses (including, without limitation, attorney's fees), or claims based on injuries or damages to any person or property arising out of or in any way related to: (a) this Agreement, (b) the breach of any obligation or warranty hereunder, or (c) the delivery, condition, manufacture, purchase, sale, use or operation of the Products purchased or Services used hereunder except to the extent solely caused by the gross negligence of LABORIE. Supplier further agrees to defend, indemnify, and save harmless the Indemnitees against any claim that the Products and/or Services infringe any third-party intellectual property right, and to procure for LABORIE the right to continue using such Products and/or Services, modify such Products and/or Services so that they become non-infringing or to remove such Products and/or Services and refund to LABORIE the total purchase price thereof.

14. ASSIGNMENTS. No right or obligation under this Agreement shall be assigned by Supplier without the prior written consent of LABORIE, and any purported assignment without such consent shall be void. Supplier shall not subcontract or in any other manner delegate to any other party the performance or supply of any Products and/or Services under the PO without the prior written consent of LABORIE.

15. CONFIDENTIALITY, DATA PROTECTION, PROPRIETARY INFORMATION, AND OWNERSHIP THEREOF. Supplier shall keep confidential all confidential information furnished by LABORIE in connection with the PO, including any specifications, data, software, source code, business plans, or other property ("Confidential Information"). Supplier shall not alter or use Confidential Information for any purpose other than that specified by LABORIE, or for any other person or organization, without the prior written consent of LABORIE and except as may be necessary for the performance of the PO. Such Confidential Information shall not be used or reproduced by Supplier or disclosed or transmitted by Supplier to any person or organization without the prior written consent of LABORIE. Upon completion of all work under the PO or termination of the PO, Supplier shall, upon the demand of LABORIE, promptly return to LABORIE all Confidential Information together with all copies or reproductions then in Supplier's possession or control. LABORIE and Supplier shall both comply with the relevant data protection laws applicable to each party. Title to any Products and/or Services furnished or paid for by LABORIE shall remain with LABORIE.

16. OWNERSHIP AND USE. All ideas, inventions, documents, work in progress, computer or other electronic data files, drawings, tooling, source code and other items prepared by Supplier or arising in connection with the PO ("Deliverables"), and all items furnished by or on behalf of LABORIE, shall be the property of LABORIE and no reproductions or property interest shall be retained by Supplier. To the extent allowed by law, copyrightable subject matter created by Supplier shall be deemed "work made for hire" or equivalent. Supplier agrees to assign

and hereby assigns its rights in all Deliverables to LABORIE.

17. SOFTWARE LICENSES. If software is provided under the PO, Supplier grants a worldwide, perpetual, royalty-free license in favor of LABORIE for any use, including but not limited to, copying, accessing, and creating derivative works.

18. DEFAULT AND TERMINATION. In the event Supplier is or becomes insolvent or otherwise becomes the subject of any insolvency or bankruptcy proceedings, or if Supplier fails, or appears to be unable, to perform any of its obligations in accordance with the terms and conditions of the PO, LABORIE may cancel the PO in whole or in part and may pursue any further remedies available at law or in equity. No waiver by LABORIE of a breach by Supplier of any provision of the PO shall constitute a waiver of any other breach or provision. All LABORIE's rights and remedies hereunder shall be cumulative and not exclusive.

19. LIMITATION OF LABORIE'S LIABILITY; STATUTE OF LIMITATIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW;

IN NO EVENT SHALL LABORIE BE LIABLE TO SUPPLIER FOR, AND SUPPLIER HEREBY WAIVES ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PO, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS DISCLOSED TO LABORIE.

LABORIE's liability on any claim of any kind for any loss or damage arising out of, connected with or resulting from the PO, or from the performance or breach thereof, shall in no case exceed the price allocable to the Products and/or Services that give rise to the claim. LABORIE shall not be liable for penalties of any description. Any action resulting from any breach on the part of LABORIE as to the Products and/or Services delivered hereunder must be commenced within one (1) year after the cause of action has accrued.

The limitations, exclusions and disclaimers set out in the PO shall apply: (a) whether an action, claim or demand arises from a breach of warranty or condition, breach of contract, tort (including negligence), strict liability or any other kind of civil or statutory liability connected with or arising out of the PO; (b) extend to LABORIE and LABORIE's director, officers, employees, and independent contractors.

20. CANCELLATION. In addition to any other provision contained herein for the cancellation or termination of the PO, LABORIE may cancel the PO or part thereof, solely at its convenience, in whole or in part, by written notice to Supplier. In the event of such cancellation, LABORIE agrees to pay to Supplier the actual proven net cost to Supplier incurred in good faith for Products and/or Services ordered under said PO prior to Supplier's receipt of the cancellation notice, provided, however, that in no event shall LABORIE be liable for Supplier's commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet LABORIE's delivery schedule specified in the PO.

21. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of New Hampshire without reference to its choice of law principles. Supplier irrevocably consents to the jurisdiction of the courts of the State of New Hampshire. The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the PO.

22. PUBLICITY. Supplier will not make any announcement, news release, public statement, publication, or presentation relating to the terms or existence of the PO or about LABORIE, nor use the name, trade name, trademark, logos, or symbol of LABORIE in any way, without LABORIE's express prior written approval. Without limiting the foregoing, Supplier shall not represent directly or indirectly that any Products and/or Services provided by Supplier to LABORIE has been approved or endorsed by LABORIE, or include the name, trade name, trademark, or symbol of LABORIE or any LABORIE affiliate on a list of Supplier's customers without LABORIE's express written consent.

23. QUALITY AND REGULATORY. Suppliers shall comply with any additional Quality and Regulatory obligations as identified by LABORIE, including completion of a separate Quality Agreement if applicable.

August 1, 2021.