

ZB DENTAL INDIA PVT. LTD (Zimmer Biomet) TERMS AND CONDITIONS OF SALE

1. Definitions

- 1.1. **Contract** means the contract for the sale and purchase of Goods as set out in clause 2 .
- 1.2. **Customer** means the person or company whose name appears on the Order or customer account record under which the Order is placed.
- 1.3. **Delivery** means delivery of the Goods to Customer's delivery point stipulated in the Order and agreed to by Zimmer Biomet.
- 1.4. **Goods** means the goods and / or services agreed to be supplied by Zimmer Biomet to the Customer pursuant to the Contract.
- 1.5. **GST** means goods and sales tax or any other similar tax in India.
- 1.6. **Intellectual Property** means any and all intellectual property and information relating to the Goods, including, but not limited, to patents, designs, drawings, instruction booklets, specifications, circuit drawings, componentry, confidential information, other documentation, trade secrets, trade marks and copyright.
- 1.7. **Order** means the Customer's purchase order.
- 1.8. **Shipment** means transfer of the Goods to the delivery carrier designated by Zimmer Biomet.
- 1.9. **Terms** means these standard terms and conditions of sale and any amendments agreed in writing by Zimmer Biomet.

2. Contract

- 2.1. An Order may be accepted or rejected by Zimmer Biomet at its sole discretion.
- 2.2. A Contract is formed on Zimmer Biomet's acceptance of an Order from the Customer, each governed by these Terms.
- 2.3. These Terms will prevail over any terms and conditions stated in or attached to the Order, request for quotation or other documentation or printed form supplied by the Customer, except where there is an existing written and signed quotation or agreement in place between Zimmer Biomet and Customer governing the Contract in which case the terms of that written quotation or agreement will prevail.

3. Prices

- 3.1. The prices set out in the price quotation, agreement, notified by Zimmer Biomet or invoice are subject to the delivery terms below. Applicable tax including GST will be charged additionally on rates as on invoicing date. The prices may change by Zimmer Biomet at its sole discretion without any notice unless the price quotation or agreement between the Parties state otherwise.
- 3.2. Prices as set out in an invoice may be subject to additional discounts, rebates, credits, or other pricing concessions. Prices, unless otherwise expressly stated in a written quotation or otherwise notified by Zimmer Biomet, include any costs and charges for assembly, installation or additional goods and services, costs and charges of third party suppliers, insurance, GST or any statutory, sales tax, or other taxes, duties or imposts, all of which shall be payable by Customer

4. Payment

- 4.1 Payment of the price and any other amounts payable in relation to a Contract must be made in full within 60 days from the date of the invoice unless there is any written agreement between the parties to the contrary.
- 4.2 The Customer will, on demand by Zimmer Biomet, pay interest at the rate stipulated by Zimmer Biomet in the written quotation, or if not stipulated, at 1.5% per month, on any amounts due and unpaid, from the due date for payment until actual date of payment.
- 4.3 The Customer may not set off any money owing or alleged to be owed by Zimmer Biomet against money due by the Customer to Zimmer Biomet.

5. Delivery and Risk and title to Goods

- 5.1. Subject to availability of the Goods, Delivery of Goods supplied to Customer will be as expressly agreed by the parties.
- 5.2. All Delivery dates are estimates only and Zimmer Biomet is not liable for failure to deliver, or for delay in Delivery, howsoever arising.
- 5.3. Customer acknowledges that the Goods may be Shipped and Delivered by instalments and interim invoices may be issued to the Customer.
- 5.4. If the Customer refuses or is unable to accept Delivery in accordance with the terms of a Contract, the Customer will, in addition to being liable to pay for the Goods, be liable for freight, storage, insurance, interest and extra costs of handling that may be incurred as a result of such refusal or inability to accept Delivery.
- 5.5. Title to the Goods shall transfer to the Customer upon Shipment of the Goods. Risk of loss passes to the Customer upon Delivery of the Goods.
- 5.6. If the Goods fail to be Delivered due to loss by the shipping carrier or otherwise, Customer's sole and exclusive remedy, and Zimmer Biomet's sole and exclusive obligation, will be to replace the lost Goods. No refunds will be issued.
- 5.7. If Customer fails to remit full payment for all Goods ordered from Zimmer Biomet, Customer shall be responsible for all additional legal and collections fees required to enable Zimmer Biomet to collect payment for any unpaid amounts.
- 5.8. Customer grants to Zimmer Biomet a security interest in the Goods until such time as full payment for the Goods is received by Zimmer Biomet. If the Customer fails to pay for the Goods in accordance with these Terms or any Contract, Zimmer Biomet or its nominee may without notice and without prejudice to any of their other rights and remedies repossess, recover and/or re-sell the Goods, and may enter the premises where the Goods are held by the Customer to seize the Goods for that purpose.

6. Cancellation

- 6.1. The Customer may not cancel or amend an Order without Zimmer Biomet's written consent and if such consent is provided, Customer indemnifies Zimmer Biomet against all loss, costs and charges.
- 6.2. Zimmer Biomet reserves the right to change or modify the design of any of the Goods without obligation to furnish or install such changes or modifications on Goods sold to Customer.

7. Exchange of Goods

- 7.1. At the sole discretion of Zimmer Biomet, Zimmer Biomet may accept a request for exchange of Goods from a Customer.
- 7.2. A written exchange policy may be posted on Zimmer Biomet's website. In any case, all Goods requested for exchange must be in saleable condition (no staples, tape, ink, or marks of any kind) with manufacturing seals intact, unopened, undamaged, bearing original packaging, labels must be legible and undamaged, and products must be unexpired with remaining shelf life acceptable to Zimmer Biomet. Customers request for exchange of Goods must be accompanied by an offsetting order of same product family of equal value. Certain product types may be entirely excluded from Exchange policies due to regulatory, legal or contractual prohibitions or limitations.
- 7.3. All sterilized Goods for exchange must have at least twelve (12) months shelf life remaining before the expiry date.
- 7.4. Tax authorities have announced cut off dates for giving GST benefits on credit notes. If returns are received after cut off date, then GST charged on the original invoice has to be borne by the Customer and thus will not be refunded by Zimmer Biomet.
- 7.5. The present clause excludes claims made under clause 9.

8. Intellectual Property and Personal Information

- 8.1. The Customer acknowledges that all Intellectual Property and all right, title and interest therein is the sole property of or licensed by Zimmer Biomet and the Customer will gain no rights, title or interest in the Intellectual Property other than as set out in Clause 8.2.
- 8.2. The Customer may only use the Intellectual Property for the purposes contemplated by these Terms and not allow any third party to use the Intellectual Property unless prior written consent has been obtained from Zimmer Biomet.
- 8.3. The Customer must not and must not permit any person reasonably within its control nor procure any person to modify, copy, clone or reverse engineer the Goods or copy, modify or decompile any of Zimmer Biomet documentation relating to the Goods.
- 8.4. If the Customer provides personal information of the Customer, its personnel, officers, agents, patients or any other third party to Zimmer Biomet, the Customer agrees to Zimmer Biomet handling, using and disclosing that information for the purposes related to carrying out Zimmer Biomet obligations under these Terms and Contracts and in accordance with Zimmer Biomet privacy policy, available via Zimmer Biomet website at www.zimmerbiometdental.com. Customer warrants that the Customer has obtained the relevant consents and such use by Zimmer

Biomet will not violate any applicable laws or regulations or infringe on any third party rights.

9. Warranty

- 9.1. EXCEPT AS EXPRESSLY SET FORTH IN THE "LIFETIME DENTAL IMPLANT WARRANTY PROGRAM" AVAILABLE AT <https://www.zimmerbiometdental.com/warranty>, NEITHER ZIMMER BIOMET NOR ANY OF ITS AFFILIATES MAKE ANY WARRANTY, EXPRESS OR IMPLIED, EXCEPT THAT ITS PRODUCTS SHALL BE FREE FROM DEFECTS IN MATERIAL AND/OR WORKMANSHIP ACCORDING TO THEIR SPECIFICATIONS. THIS WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER, IN THE EVENT OF A PRODUCT DEFECT OR NONCONFORMANCE, WHO NOTIFIES ZIMMER BIOMET IMMEDIATELY UPON BECOMING AWARE OF THE DEFECT AND PRIOR TO RETURNING THE PRODUCT. DEVICES SHALL BE STERILIZED PRIOR TO RETURN. PRODUCT FAILURES MAY OCCUR FOR A VARIETY OF REASONS OTHER THAN DEFECT. PURCHASER ASSUMES ALL RISKS AND LIABILITY ARISING FROM THE USE OF THESE PRODUCTS, WHETHER USED SEPARATELY OR IN COMBINATION WITH OTHER PRODUCTS.
- 9.2. EXCEPT FOR THE WARRANTY EXPRESSLY DESCRIBED ABOVE, NEITHER ZIMMER BIOMET NOR ANY OF ITS AFFILIATES MAKES ANY OTHER WARRANTY WITH RESPECT TO THE ZIMMER BIOMET PRODUCTS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION, OR CONDITION OF THE PRODUCTS (OR ANY COMPONENT THEREOF) OR THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT USED OR INCLUDED THEREIN.
- 9.3. When reporting a product complaint or requesting a replacement product under the warranty, the entire complaint questionnaire must be completed. The product must be returned to perform an adequate and relevant investigation. This includes invoice number, original product in sterilized condition, X-Ray/OPG, product reference code and batch information required for product investigation and for statistical analysis to ensure product safety.

10. Default

- 10.1. If the Customer defaults in any payment due to Zimmer Biomet or breaches any other term of the Contract or these Terms or is unable to satisfy any debts as they become due or if bankruptcy or insolvency proceedings are instituted by or against the Customer or the Customer makes or proposes to make any arrangement with its creditors, then Zimmer Biomet may, without prejudice to any other rights Zimmer Biomet has under the Contract, terminate the Contract and/or other contracts between Zimmer Biomet and the Customer. Payment for the Goods will become due immediately upon the Customer committing any act of bankruptcy, or the Customer (being a company) committing any act which entitles any person to apply to wind up the Customer, or a receiver of the Customer or any of its assets is appointed.

11. Force majeure

- 11.1. Zimmer Biomet will not be liable to the Customer in respect of any delay or failure to perform that results from any event or cause that is beyond the reasonable control of Zimmer Biomet.

12. Compliance

- 12.1. Zimmer Biomet and Customer each represent and warrant that neither of them nor any of their employees, agents or affiliates, will violate any applicable anti-corruption laws, regulations or provisions including the applicable laws of the United States of America, the United Kingdom, or any country which is or will become a signatory to the OECD Convention on Combating Bribery of Foreign Public Officials, in relation to the performance of any obligation under this Agreement.
- 12.2. The Customer agrees that it will not re-sell the Goods to any unrelated third party not being the end user.

13. Choice of law and jurisdiction

- 13.1. The validity, interpretation and construction of these Terms and the Contract will be determined by the laws of India.
- 13.2. Any claim or dispute arising out of or relating to these Terms or any Contract made thereunder, if not finally settled by mutual agreement of the parties within 30 days of the notification of the claim or dispute by one party to the other, may be referred by either party to the same and, if so referred, finally resolved by arbitration in Mumbai wherein Zimmer Biomet will appoint an independent sole arbitrator. Arbitration to be held in accordance with Arbitration and Conciliation Act 1996 (or any replacement law) and language to be English.
- 13.3. The parties agree that any arbitral award will be considered final and will be enforceable in any appropriate judicial court.
- 13.4. Nothing in this clause will prejudice the right of either party to apply to a court at any stage for urgent injunctive or declaratory relief.

14. General

- 14.1. Customer acknowledges and accepts that any term or part of this Contract that relates to Goods manufactured by Zimmer Biomet may not apply to the purchase of third party Goods.
- 14.2. If a clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms, but the rest of these Terms are not affected.
- 14.3. Any notices under the Contract must be in writing and must be sent by post, email to the address, fax or email of the other party.
- 14.4. For any issue/query details, Customer may contact customercare.indidental@zimmerbiomet.com
- 14.5. Where there is more than one Customer under the Contract, then the liability of each Customer will be joint and several. The Contract cannot be assigned or transferred by the Customer without the prior written consent of Zimmer Biomet.