

The terms and conditions detailed herein are applicable to the Purchase Order ("PO") issued by Cordis ("Buyer"). By accepting the PO or commencing the performance of any part of it, you ("Supplier") agree to be bound by these terms and conditions. If Supplier objects to any of the terms and conditions hereof, it shall notify Buyer in writing within 10 days after issuance of the PO and withhold acceptance of the PO until such objection is settled by written agreement. Supplier additionally agrees to comply with all Buyer policies and procedures, as may be changed from time to time, as can be provided by upon request.

**1. Supplier Responsibilities:** Supplier shall use commercially reasonable efforts (a) to provide to Buyer the goods and services specified in the PO in accordance with the terms stipulated in the PO and the applicable supply, service or other agreement pursuant to which the PO was issued (if any); (b) to keep Buyer advised of the status of the PO, including the distribution of any reports that are appropriate to the nature of the goods and services or as may be reasonably requested by Buyer; (c) to permit duly authorized representatives of Buyer to review and observe the delivery of the goods and services upon reasonable notice; and (d) for orders requiring payment based on hours worked, cost of materials used and/or expenses incurred, to keep records of hours worked, cost of materials used, and reasonable out-of-pocket expenses incurred in filling the PO, which Buyer's duly authorized representatives may examine upon reasonable notice.

**2. Inspection, Rejection/Returns:** All goods and deliverables are subject to final review, inspection and acceptance by Buyer, notwithstanding any payment or initial inspection. Final inspection will be made by Buyer within a reasonable time after receipt of goods or deliverables. Buyer reserves the right to refuse any goods or deliverables and to cancel any PO, in whole or in part, if it determines that the goods or deliverables do not conform to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the PO does not bind Buyer to accept future shipments of non-conforming goods or deliverables or deprive it of the right to return nonconforming goods or deliverables already received. Rejected goods and deliverables may be returned to Supplier at Supplier's expense, and no replacement or substitution shall be made unless authorized by Buyer.

**3. Shipping & Customs Terms:** Unless otherwise specified by Buyer, delivery of goods is to be FCA place of business (Incoterms 2020) per Cordis standard Freight Routing Guide, and in accordance with all packaging requirements provided by Buyer. Supplier shall provide a packing list to Buyer for all shipments referencing the appropriate order number. Bills of lading, if any, shall also reference the appropriate order number. Supplier agrees that in any case where Supplier dictates freight carrier and freight regulations covering goods transported by common carrier and establishes a maximum limit on the carrier's liability for loss or damage suffered in transit, Supplier will be liable to Buyer for any loss or damage in excess of such maximum limit up to the full price of the goods. Supplier will promptly notify Buyer of components of the goods provided under the PO that

Supplier purchases in a country other than the country in which the goods are delivered to Buyer. Supplier will furnish Buyer with any documentation and information reasonably necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Supplier will promptly advise Buyer of any components imported into the country of origin and any duty included in the purchase price of the goods. If Buyer is responsible for customs duties, it will be responsible for normal duties only. Supplier will be responsible for any special duties, including marking, anti-dumping and countervailing duties, to the extent permitted under the law of the country of importation. Supplier will provide Buyer or the appropriate governmental authority all documentation and information required by law or regulation or otherwise necessary to determine the proper minimum duty to be paid upon the importation of the goods into any country or to obtain any refunds or drawbacks of duties paid. Supplier will advise Buyer if the importation or exportation of the goods requires an import or export license. Supplier will reasonably assist Buyer in obtaining any such license, if required. Supplier will provide to Buyer and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of the goods into the country in which the goods are delivered. Supplier warrants that the information regarding the import or export of the goods hereunder, to the best of its knowledge, is true and correct in every respect and that all sales under the PO will be made at not less than fair value under the anti-dumping laws of the countries to which the goods are exported.

**4. Safety Data Sheets.** An appropriate safety data sheet ("SDS") and labeling, if required by law, will precede or accompany each shipment of goods or deliverables. Supplier will send to Buyer updated SDS's and labeling as required by law.

**5. Work Product.** Buyer will be the exclusive owner of all deliverables created by Supplier during the performance of services provided pursuant to the PO, including any works based on or derived from such deliverables, and any ideas, concepts, inventions or techniques that Supplier may conceive or first reduce to practice in connection with developing the Deliverables (collectively referred to as "Buyer Materials") and all intellectual property rights therein, including patents, copyrights, trade secrets, trademarks, moral rights, and similar rights of any type under the laws of any governmental authority (collectively, "Intellectual Property Rights"). All copyrightable Buyer Materials shall be considered a "work made for hire" for Buyer, and Buyer shall be considered the author of the Buyer Materials for purposes of copyright. To the extent that Buyer does not acquire ownership of such copyrights as a work made for hire, and with respect to all other rights, Supplier hereby agrees to assign to Buyer upon creation all right, title and interest in and to the Buyer Materials and all Intellectual Property Rights therein. At Buyer's reasonable request, Supplier will execute any instrument that may be appropriate to assign these rights to Buyer or perfect these rights in Buyer's name.

**6. Delay:** Time is of the essence in the performance of the PO. The delivery of goods, services and deliverables shall strictly comply with the delivery date(s) by Buyer, if any. If at any time Supplier believes that it will not meet such delivery date(s), Supplier shall promptly notify Buyer of reasons for, and the estimated duration of, the delay. If requested by Buyer, Supplier will ship delayed goods by means to avoid or minimize delay at its expense.

**7. Cancellation:** Buyer may terminate all or any part of the PO upon notice to Seller at any time. Upon termination, Seller shall immediately stop work on the terminated portion. If such termination is for a reason other than breach by Seller, Seller shall submit to Buyer an invoice with supporting information for the portion of the goods or services that were completed prior to the termination, along with all such completed goods or deliverables.

**8. Invoicing and Payment:** Unless otherwise specified by Buyer, Buyer shall issue a separate invoice for each shipment and only after such goods are shipped or service are performed (including any deliverables). No payment will be made prior to receipt of goods, services or invoice. Payment due dates, including discount periods, will be computed from the date of Buyer's receipt of a proper invoice to the date Buyer transmits payment. Unless otherwise agreed by Buyer, any discount taken by Buyer will be taken on full amount of invoice. Unless otherwise specified on the Purchase Order, payment terms are net 90 days. Buyer may withhold payment of any amounts which it disputes in good faith.

**9. Warranty:** (a) To the extent that the PO is for goods (including deliverables provided as a part of any service), by accepting this PO, Supplier represents and warrants that the goods and deliverables supplied pursuant to this PO are (i) of merchantable quality; (ii) conform to the specifications of the PO and as otherwise provided by Buyer; (iii) are delivered free of any liens or other encumbrances; and (iv) suitable for Buyer's intended uses and purposes in the ordinary course of its business. All warranties herein stated shall run to Buyer, its customers and the users of the goods or deliverables of the service provided by Supplier or products into which such goods or deliverables may be incorporated. (b) To the extent that this PO is for services, by in accepting this PO, Supplier represents and warrants: (i) its performance of the services and the deliverables arising therefrom (in whole or in part), will not violate or infringe any third-party patent, trademark, copyright, trade secret or similar rights; (ii) the services will be provided by qualified personnel reasonably skilled and trained in the performance of the services and in a workmanlike and professional manner in accordance with general industry standards; (iii) that, for the duration of the PO, Supplier is not under any obligation to a third party that could interfere with its performance of the services; and (iv) any documentation provided to Buyer shall meet reasonable standards of clarity and detail.

**10. Confidentiality:** Each party shall keep in confidence and shall not, without securing the prior written consent of the other party, disclose to any third party information relating to: (a) the existence of the relationship with Buyer; (b) Buyer's purchasing systems or practices; (c) the nature of the goods provided, service performed (including any deliverables) under the PO; (d) and any proprietary or confidential data, designs, or other information supplied by, or on behalf of, Buyer. Notwithstanding the foregoing, Supplier may disclose such confidential information (y) to Supplier's employees having a need to know such information to process the PO or improve the services provided by Supplier; or (z) to comply with applicable laws, court orders, or government regulations. If disclosure is permitted under clause (z), Supplier shall consult with Buyer in connection with any such disclosure in a reasonable time prior to its release to allow Buyer to comment thereon or to prevent its release if permitted by law. Supplier agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees and

subcontractors who are permitted access to the aforementioned information to notify them of Supplier's obligations hereunder. Upon Buyer's request, any data, designs, or other information furnished to Supplier (and copies thereof) shall be returned to Buyer.

**11. Indemnification:** Supplier agrees to indemnify and hold harmless Buyer, its affiliates, and their respective directors, employees and agents from any losses, liabilities, damages and expenses (including without limitation reasonable counsel fees) arising from: (a) Supplier's breach of any provision hereof; (b) any negligent or wrongful act or omission of Supplier, its employees or agents; (c) Supplier's failure to comply with applicable laws and regulations; (d) any claim that Buyer's purchase or use of the goods, services or deliverables provided under the PO constitutes misappropriation of trade secrets, breach of a confidential relationship, or trademark, trade secret or copyright infringement; and (d) any claim that any goods or deliverables provided under the PO or Buyer's use of same infringes a third-party's patent. If the goods or deliverables, or the use of such goods or deliverables, are held to constitute an infringement and their sale or use is enjoined, Supplier shall, at its expense and option, either: (x) procure for Buyer and its affiliates the right to continue to use such goods or deliverables; (y) replace same with an equivalent non-infringing product; or (z) modify same so it becomes an equivalent non-infringing product. This Section will not be construed to limit or exclude any other claims or remedies that Buyer or its affiliates (and its and their respective directors, employees and agents) may assert.

**12. Limitation of Liability:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, AND REGARDLESS OF THE NATURE OF THE CLAIM (e.g., CONTRACT, TORT OR OTHERWISE).

**13. Insurance:** For a period of the duration of the PO, Supplier will, at its own expense, maintain with a reputable insurer reasonable and customary insurance coverage in types and amounts sufficient to satisfy any liabilities to which Supplier may become subject hereunder. Supplier will provide a written certificate(s) of insurance to Buyer upon request. The certificate(s) of insurance will, if requested by Buyer, designate Buyer as "additional insured" under the commercial general liability policy, will include the agreement for the insurer to give Buyer at least 30 days' written notice prior to the effective date of any cancellation, lapse or material change in the policy and will contain a waiver of subrogation in favor of Buyer.

**14. Government Contracting:** In accepting the PO, Supplier represents that the price charged is not in excess of the ceiling prices, if any, established by any government agency. If Supplier is notified that the services or goods covered by the PO are ordered by Buyer under a United States government contract, Supplier agrees that federal statutes and regulations applicable to Buyer as a government contractor are accepted and binding on Supplier insofar as required by statute, regulation or the provisions of the government contract.

**15. Force Majeure:** Either party shall be excused for delays in or failure of performance to the extent arising from

causes beyond such party's reasonable control, including without limitation strikes, wars, pandemics, fires, floods, earthquakes, acts of terror or other acts of God. The party whose performance is excused hereunder shall promptly notify the other of such circumstances and shall make diligent efforts to resume performance at their earliest opportunity. If Supplier's performance is excused hereunder and Supplier's performance is delayed for a period of 30 days or more, Buyer shall have the right to cancel the PO without further obligation to Supplier.

**16. Compliance with Laws.** Supplier agrees to comply with the Cordis Third Party Code of Conduct available on [www.cordis.com](http://www.cordis.com) as well as with the applicable provisions of any national, state or local law and all orders, rules and regulations issued thereunder. Buyer and Seller are committed to conduct business with the highest degree of ethics and integrity and will comply with the letter and spirit of all relevant local and international laws and regulations, including in particular the Foreign Corrupt Practices Act (FCPA) of the USA and the Bribery Act 2010 of the UK and all other applicable anti-corruption laws enacted, among others, in accordance with the OECD Convention of November 21, 1997. Any provisions, representations or agreements required by applicable law to be included in the contract resulting from acceptance of the PO are hereby incorporated by reference, including, but not limited to, (a) those prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin, or physical or mental handicap and those providing for the employment of disabled veterans and veterans of the Vietnam era; and (b) those intended to maximize opportunities for small and disadvantaged businesses in the award of subcontracts. Reporting of Possible Violations of Policy or Law Cordis encourages Sellers to report potential violations of our Cordis Vendor Code of Conduct, our Standards of Business Conduct, or any laws or regulations, to Cordis's Business Conduct Line at [www.cordishotline.com](http://www.cordishotline.com). Intolerance of Retaliation: Cordis will not tolerate any retaliation taken against any individual who has, in good faith, reported questionable behavior or a possible violation. Seller represents, warrants and undertakes to Cordis that it will comply with any applicable local, state, federal, and national laws and regulations of the jurisdiction in which it is doing business, specifically including, but not limited to, the laws and practices set forth in the Cordis Vendor Code of Conduct, to be found at <https://cordis.com>. Seller represents and warrants that it and all its relevant employees and representatives, have received, read, understand and shall abide by the Cordis Vendor Code of Conduct. In the event of any conflict between this Agreement and the Cordis Vendor Code of Conduct, the terms of this Agreement shall prevail.

**17. Notices:** Any communications from Supplier to Buyer relating to the PO and these terms and conditions shall be addressed to the Buyer's representative identified on the PO.

**18. Governing Law.** These terms and conditions and all disputes related to the PO shall be governed by the laws of Zurich, Switzerland without reference to its conflicts of law principles.

**19. Complete Agreement:** These terms and conditions and the other agreements (e.g., supply agreements, service agreements, statements of work) if any, pursuant to which this PO was issued contain the entire understanding of the parties with respect to the subject matter of the PO. In the event of

any conflict between the terms and conditions contained herein and those in any other applicable written agreement relating to the subject matter of the PO and governing the relationship between Buyer and Supplier, the conflicting terms and conditions in the other agreement will govern. No modification, amendment or waiver of any term or condition hereof shall be effective unless set forth in writing signed by Buyer and Supplier. Unless agreed to by Buyer in a writing, Buyer will not be bound to any additional or different terms or conditions hereafter transmitted by Supplier and Buyer will not be bound by its silence, course of dealing, usage of the trade or its acceptance of the goods or services.

**20. Assignment:** The PO and Supplier's rights and duties hereunder shall not be assignable by Supplier without the prior written consent of Buyer, which consent may be withheld in its sole discretion. Buyer may assign its rights and obligations hereunder to any one or more of its affiliates. The PO and these terms and conditions shall inure to the benefit of and be binding upon Buyer and Supplier and their respective successors and permitted assigns; nothing contained herein shall give to any other person any benefit or any legal or equitable right, remedy or claim.

**21. Miscellaneous:** Headings used herein are for convenience only and shall not be used for interpretive purpose. A party's failure to act with respect to another party's breach of any provision contained herein does not constitute a waiver. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. These terms and conditions will survive the fulfillment of the PO. Any communications transmitted electronically is deemed (a) a "writing" or "in writing;" (b) "signed" if a signature is affixed that is valid in accordance with applicable law and (c) will constitute an "original" when printed. The Buyer will process the personal data of the Seller only for the purpose of this PO. In case Seller requires further information, Seller will find all information about the process of personal data in the Buyers Privacy Policy (<https://cordis.com/emea/privacy-policy>).