

TERMS & CONDITIONS

1. **Definitions.** The term “**Affiliate(s)**” shall mean (a) any corporation or business entity fifty percent (50%) or more of the voting stock of which is, and continues to be, owned directly or indirectly by any party hereto; (b) any corporation or business entity which directly or indirectly owns fifty percent (50%) or more of the voting stock of any party hereto; (c) any corporation or business entity under the direct or indirect control of such corporation or business entity as described in (a) or (b). The term “**Agreement**” shall mean these Terms and Conditions, Stryker’s quality requirements (a copy of which is available to Supplier upon request), the content of any written or electronic purchase order or material release issued by Stryker to Supplier, and any exhibits or other incorporated documents referenced on the face of the purchase order. The term “**Stryker**” shall refer to either Stryker Corporation or the Affiliate of Stryker Corporation that issued the purchase order or material release to the Supplier. The term “**Supplier**” shall mean the entity or individual to whom Stryker has issued the purchase order or material release. The term “**Product(s)**” shall refer to the materials, supplies, items and/or equipment covered by this Agreement. The term “**Services**” shall refer to the work and/or services covered by this Agreement or performed during the course of performance of this Agreement.
2. **Acceptance.** Acceptance of this Agreement may be in writing, email, fax, or other conduct by Supplier that is in accordance with the existence of this Agreement, including but not limited to Supplier’s initiation of performance or provision of Products or Services covered by this Agreement, or acceptance of payment made pursuant to this Agreement. Except to the extent expressly accepted in writing by Stryker, Stryker hereby affirmatively rejects any different or additional terms and conditions proposed by Supplier or contained in any acknowledgement, invoice, preprinted terms, or other form, whether issued before or after the issuance of this Agreement, notwithstanding Stryker’s acceptance or payment for any Products or Services or any similar act. If this Agreement has been issued by Stryker in response to an offer, and if any of the terms of this Agreement are additional to or different from any terms of such offer, then the issuance of this Agreement by Stryker shall constitute an acceptance of such offer subject to the express condition that Supplier assents to the terms of this Agreement, and Supplier shall be deemed to have so assented unless Supplier notifies Stryker to the contrary in writing within ten (10) days of receipt of this Agreement. Stryker’s consent to engage in the activity contemplated by this Agreement is expressly conditioned on Supplier’s unaltered acceptance of the terms and conditions set forth in this Agreement.
3. **Entire Agreement.** Except as expressly set forth in a written agreement signed by the parties, this Agreement sets forth the complete agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written communications relating thereto. The foregoing shall not apply to a written Quality Agreement or Change Control Agreement issued by Stryker or agreed by the parties. Any reference to a proposal, quotation, or other communication by Supplier shall be limited to the description of the Products and/or Services.
4. **Pricing.** Except as otherwise provided in this Agreement, the price(s) set forth in this Agreement are firm and are not subject to increase. Except as set forth in this Agreement, no extra charges of any kind, including without limitation transportation charges, shall be allowed unless expressly agreed to in writing by Stryker.
5. **Taxes.** Stryker shall pay all sales or use, or valued added taxes due on the transactions hereunder or provide Supplier customary proof that the transactions are exempt from such taxes; provided however, that Supplier shall pay all applicable excise taxes imposed on Supplier. Invoices shall separately identify any tax that is the responsibility of Stryker hereunder (including value added taxes as exclusively net extra) and shall include either Supplier’s sales tax or use tax or VAT permit number. Supplier shall pay any other taxes and charges, including without limitation, assessments or fines arising from Supplier’s performance of the transactions under the Agreement, including taxes based upon Supplier’s net income and penalties or fees imposed due to failure to file or pay collected sales or use taxes, the cost of such taxes and charges is included in the price of the Products and/or Services and Supplier shall not be entitled to additional compensation therefore. In all instances where Stryker purchases Products using a delivery term requiring importation by Stryker, Stryker shall have the sole and exclusive right to claim and apply for all duty drawbacks and Supplier shall reasonably assist Stryker in making any such duty drawback claims. Stryker hereby notifies Supplier that, to the extent applicable to the Services performed by Supplier, (a) any payment made by Stryker to Supplier in order for Supplier to carry out such research and development activities shall be a payment to which Section 766(1)(b)(viii) Taxes Consolidation Act, 1997 (as amended, and as may be further amended from time to time) applies; and (b) Supplier may not make a claim under that section in respect of such research and development activities.
6. **Invoices.** All invoices shall be submitted in duplicate and accompanied by a copy of the bill of lading if applicable, and by a prepaid freight bill if all or any part of the freight is included on the face of the invoice. Supplier shall invoice Stryker following the complete performance of the Services or delivery of the Products. Stryker shall have no obligation to pay any Supplier invoice submitted more than ninety (90) days after (i) completion of Services and/or (ii) delivery of Products hereunder. In addition to any other information specified in this Agreement, invoices and packing slips shall contain the following information: purchase order number, item number, description of Products and Services, sizes, quantities, weight, unit prices and extended totals, date that the Product(s) shipped, Supplier’s packing slip number, any applicable taxes chargeable, and any extraordinary charges that have been approved by Stryker.
7. **Payment.** Payment terms shall be net ninety (90) days after the receipt by Stryker of the invoice submitted in accordance with this Agreement. Notwithstanding the foregoing, if a shorter time period is expressly required by law, payment for Products or Services shall be made within the maximum time period permissible thereunder. All invoices shall be paid with the next scheduled processing run immediately following the invoice due date. Stryker may set off any amounts owed by Supplier to Stryker against any amounts payable by Stryker. Stryker may withhold payment of any invoiced amounts that it disputes in good faith and the parties shall work in good faith to resolve any such disputes. Payment of an invoice shall not constitute acceptance of Products or Services and shall be subject to adjustment for errors, shortages, or defects in the Products or Services, damage to Stryker for which Supplier is partially or wholly responsible, or other failure of Supplier to meet the requirements of this Agreement.
8. **Delivery.** Time is of the essence and the Products must be received or Services performed on the dates and at the destination(s) set forth in this Agreement. If Supplier fails to meet any such delivery date, and unless Supplier can prove to Stryker’s satisfaction that the delay is attributable to Stryker, Stryker may, without limiting its other rights and remedies: (i) terminate all or any portion of the Agreement, or order; (ii) direct expedited delivery and charge Supplier any costs for expedited delivery; and/or (iii) assess liquidated damages in the amount of two tenths of a percent (0.2%) of the value of the outstanding Products or Services for each business day in which the delay continues, not to exceed five percent (5%) of the total value of the outstanding Products or Services. The Parties acknowledge and agree that such liquidated damages are a genuine, reasonable, and proportionate pre-estimate of Stryker’s loss in respect of such delay, and not a contractual penalty.
9. **Packaging and Shipment.**
 - (a) Products shall be packed and shipped at no additional cost to Stryker in accordance with this Agreement; any specifications incorporated in this Agreement; Stryker’s instructions; and good commercial practice to ensure that no damage shall result during transportation. Supplier guarantees that the articles comprising each shipment or other delivery hereunder are, as of the date of such shipment or delivery, in compliance with all applicable laws, rules, and regulations. Supplier shall protect any item or part thereof that may deteriorate during shipment or storage. Supplier shall indicate any back-ordered items on packing slips and invoices. Signed proof of delivery does not constitute or imply that the contents of the delivery contain all items ordered by Stryker and only acknowledges acceptance of the number of specified boxes and not the contents. Any subsequent order placed by Stryker as a result of items missing from a delivery must be first credited then re-billed.
 - (b) Supplier shall include with each shipment a certificate of conformance (“**Certificate of Conformance**”) that includes the following:
 - Supplier Name
 - Stryker Part Name, Number, and Revision Level
 - Stryker Purchase Order Number and, if Applicable, Release Number
 - Supplier’s Unique Lot Identifier (i.e. Lot Number, Date Code, Sales Order Number, or Other Traceable Number), if Applicable
 - Quantity Shipped
 - Date Manufactured
 - Statement of Conformance to Stryker specifications approved by an authorized quality representative (including such representative’s name and title)

All documentation to support the validity and/or verification of the certified attributes referenced in each Certificate of Conformance must be maintained by Supplier and accessible within a twenty-four (24) hour time period at the request of Stryker.
10. **Title.** Subject to acceptance of Products following inspection as set forth in Section 11 of this Agreement, title shall pass concurrent with the applicable delivery term.
11. **Inspection.**
 - (a) Notwithstanding any prior inspections or payments hereunder, all Products and Services shall be subject to final inspection, which may include measurement, testing or examination, and acceptance at Stryker’s facility within a reasonable time (but not less than 45 days) after receipt at destination. Inspection by Stryker does not relieve Supplier of any obligations or liabilities under this Agreement.
 - (b) If any Products or Services delivered do not meet all of the requirements of this Agreement, in addition to its other remedies such as termination, Stryker shall have the right to reject such Products or Services and return such Products at Supplier’s expense. Stryker may elect to reject the entire Products or Services even if only a portion thereof is nonconforming. If Stryker elects to accept nonconforming Products or Services, Stryker, in addition to its other remedies, shall be entitled to an appropriate reduction in price. Payment for any Products or Services shall not be deemed an acceptance thereof.
 - (c) All rejected or over-run Products and material with Stryker’s printing or identification, must be destroyed by Supplier at Supplier’s expense and not sold as surplus.
 - (d) Supplier agrees to undertake such quality control and inspection procedures as required by the FDA or any other applicable regulatory body. Supplier will provide Stryker with access to its manufacturing facilities in order that Stryker may make Current Good Manufacturing Practices or other required audits at such times as Stryker shall deem necessary, upon not less than forty-eight (48) hours’ notice.
12. **Warranty.**
 - (a) **Product and Services Warranty.** Supplier warrants that, unless a longer period is expressly set forth on a purchase order or is provided by Supplier, for a period of thirty-six (36) months from the date of delivery of the Products or performance of

- the Services, that all Products or Services shall: (i) be free from latent and patent defects in workmanship, material, manufacture, and design (except for any Stryker-provided designs); (ii) comply with the requirements of this Agreement, including all drawings, specifications and/or quality requirements and samples and warranties furnished by Supplier; (iii) be merchantable and safe for consumer use, fit for the use intended by Stryker, and perform in the manner specified; (iv) be free and clear of any lien, security interest, or other adverse claim against title; (v) comply with all applicable local, municipal, regional, provincial and state, national, or foreign laws, rules, and/or regulations; (vi) in the case of Services, be performed with the highest standards of professional knowledge, judgment, and diligence; and (vii) not infringe, including without limitation their sale or use alone or in combination, any United States or foreign patents, trademarks, trade secrets, copyrights, or proprietary rights of any third party.
- (b) **Additional Warranties.** Supplier represents and warrants, to the extent applicable to the Supplier that:
- all Products and Services furnished hereunder shall be manufactured, inspected, and supplied in accordance with all domestic and foreign national, regional, provincial, state, and local laws, statutes, acts, ordinances, rules, codes, standards, guidelines, and regulations applicable to the labeling, re-labeling, packaging, processing, assembly, record creation, record retention, record modification, record transmission (including by electronic means), storage, handling, transport (including exportation and importation of Products within the United States, or to or from the United States and any other country), and reporting of medical devices, and, as applicable, human cells, tissues, or human cellular or tissue-based products (HCT/PS, in accordance with 21 CFR 1271) in effect at a particular time and promulgated by the United States Food and Drug Administration ("FDA") and any applicable regulatory body, foreign agency, or relevant competent regulatory authority;
 - Supplier and any Supplier facility, equipment, employees, sub-suppliers, and agents shall comply with any requirements, obligations, standards, duties, or responsibilities pursuant to any environmental, product composition, and/or materials declaration laws, directives, or regulations, including international laws and treaties regarding such subject matter; and any regulations, interpretive guidance, or enforcement policies related to any of the foregoing;
 - Supplier and its Affiliates and related entities are not debarred, suspended, proposed for debarment, or otherwise excluded from contracting with the United States Federal Government, or any national, regional, provincial, or state, domestic, foreign, or local government agency; and
 - Supplier shall at all times comply with and provide Products and Services in accordance with any written Quality Agreement or Change Control Agreement issued by Stryker or agreed by the parties.
- (c) The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Stryker. The Product warranties set forth in this Section 12 shall run to Stryker's customers and users of its products.
- (d) If any Products or Services furnished hereunder do not meet the warranties set forth in this Section 12, Stryker may, at its option and without limitation of remedies: (i) require Supplier to correct, at no cost to Stryker, any defective or nonconforming Products or Services by repair or replacement within seven (7) days of notice to Supplier; (ii) return such defective or nonconforming Products at Supplier's expense to Supplier and recover from Supplier the price thereof or, offset such sums against amounts due to Supplier from Stryker; (iii) correct the defective or nonconforming Products or Services itself or have a third party make the correction and charge Supplier with the cost of such correction; or (iv) accept the defective or nonconforming Products or Services at a reduced price.
13. **Changes.** Stryker reserves the right at any time to change or cancel a purchase order in writing.
14. **Confidentiality.** In its performance of this Agreement, Stryker, or any Stryker Affiliate, may disclose to Supplier or Supplier may have access to certain Confidential Information of Stryker. "**Confidential Information**" means trade secrets (as defined by applicable laws), data, reports, computer programs or models, and related documentation, business or research plans, specifications, drawings, designs, or information transmitted by Stryker to Supplier in connection with this Agreement, and any other information that is of value to Stryker and is treated as confidential, including without limitation, the fact that Supplier has furnished or contracted to furnish to Stryker the Products or Services covered by this Agreement, including the terms of this Agreement and information that Supplier, exercising reasonable commercial judgement under the circumstances should understand to be confidential. Stryker shall retain all rights in and to the Confidential Information. Supplier shall exercise the same degree of care to protect Stryker's Confidential Information as it uses to protect its own confidential information, but in no event less than a reasonable standard. Supplier shall use Stryker's Confidential Information only as necessary to fulfill Supplier's obligations pursuant to this Agreement. All originals, copies, summaries, and derivations of Stryker's Confidential Information in whatever form shall be returned to Stryker or destroyed upon Stryker's request.
15. **Intellectual Property.**
- Supplier agrees that all writings, drawings, designs, copyrightable material, inventions (whether or not patentable), improvements, discoveries, developments, and all works of authorship created by Supplier in performance of its obligations under this Agreement, whether solely or jointly, including all worldwide rights therein under patent, copyright, trade secret, confidential information, or other intellectual property right (collectively "**Intellectual Property**"), are the sole property of Stryker. Supplier assigns to Stryker all right, title, and interest in and to all such Intellectual Property, and shall perform such further acts needed to transfer, perfect, and defend Stryker's ownership of the Intellectual Property. Supplier shall require its employees and subcontractors to execute written assignments of Intellectual Property to affect such assignment.
 - License.** To the extent that Supplier or third parties retain ownership rights in materials delivered with the Products, or upon which the Services are based, Supplier hereby grants to Stryker a perpetual, fully-paid up, irrevocable, worldwide, non-exclusive, royalty-free right, and license to make, have made, modify, use, distribute, publicly perform or display, sell, offer to sell, service, and import such materials. Supplier hereby warrants that it owns or has acquired rights in all such Intellectual Property necessary to grant the licenses and Intellectual Property rights set forth in this Intellectual Property section.
16. **Tooling and Equipment.** Design, tools, jigs, dies, fixtures, templates, patterns, drawings, and other information and things paid for or furnished by or on behalf of Stryker (the "**Tools**") shall be Stryker's property and Supplier shall not encumber or dispose of them in any way. Supplier shall maintain such Tools in proper working condition. The Tools shall be used exclusively for Supplier's performance of its obligations hereunder. In addition to the foregoing terms and conditions, the Tools and Supplier's use thereof shall be subject to the terms and conditions set forth in Stryker's Equipment Placement Terms (available upon request).
17. **Work on Stryker's Premises: Occupational Health Services.** If Services are to be performed on Stryker's premises, Supplier shall comply with all applicable safety laws and regulations and Stryker's safety requirements. Supplier shall provide Stryker with a complete list of all chemicals, hazardous materials, and ingredients in the composition of Products or used in the performance of the Services and a copy of the Material Safety Data Sheet for such chemicals and hazardous materials. The submission of such list by Supplier shall not relieve Supplier of exclusive responsibility for the safe transportation, use, storage, and disposal of such materials prior to acceptance by Stryker. All chemicals and hazardous materials brought by Supplier to Stryker's premises shall bear a label stating the identity of the chemical or material and the hazards associated therewith.
18. **Indemnity: Insurance.**
- Supplier shall defend, indemnify, and hold harmless Stryker, its Affiliates, and its and their shareholders, officers, directors, employees, agents, successors, and assigns from and against any and all claims, suits, actions, liabilities, losses, costs, reasonable legal and other professional fees, expenses, judgments, or damages, whether ordinary, special, or consequential, arising directly or indirectly from or in connection with (i) the acts, negligence, omissions, or willful misconduct of Supplier or any one acting on Supplier's behalf; (ii) Products or Services supplied hereunder; (iii) a breach of any of Supplier's warranties or any other term or condition of this Agreement; (iv) work on Stryker's premises or the use of Stryker's property; (v) a claim that any Products or Services furnished hereunder infringe upon or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property interest of any third party; (vi) a claim of any lien, security interest, or other encumbrance made by a third party related to the Products or Services; (vii) a violation or failure to comply with applicable law including without limitation national, regional, provincial, state, or local law, regulation, statute, or ordinance; (viii) a recall, field alert, field action, market withdrawal, or correction involving the Products or Services to the extent they relate to or arise out of a breach of Supplier's warranties or any other term or condition of this Agreement; (ix) failure to comply with the Confidentiality obligations set forth in this Agreement; (x) any individual's employment by Supplier, including claims arising on a theory of joint employment, claims for failure to pay Supplier's employees, contractors, subcontractors or agents, and claims arising under occupational health and safety, workers' compensation, ERISA, or other applicable law.
 - Without limiting Stryker's rights and remedies hereunder, if either Stryker or Supplier believes that the Products or Services are likely to be determined to be an infringement or misappropriation of a patent, copyright, trademark, trade secret, or other proprietary right, Stryker may require Supplier to, at Supplier's expense: (i) procure for Stryker the right to continue to use such Products or Services; (ii) replace such Products or Services with equivalent non-infringing products or services; or (iii) modify such Products or Services with equivalent functionality to make them non-infringing.
 - Supplier shall carry and maintain insurance coverage satisfactory to Stryker to cover its obligations in this Agreement, including without limitation, the following insurance with the respective minimum limits per occurrence: Commercial General Liability or Public Liability (CGL) - \$2,000,000, Workers' Compensation - statutory limits, Automobile Liability - \$1,000,000, Employer's Liability - \$1,000,000 or local statutory limit, Product and Completed Operations Liability - \$5,000,000, and Umbrella or Excess Liability - \$4,000,000. Such Workers' Compensation, Employer's Liability, and CGL insurance shall include a Waiver of Subrogation in favor of Stryker. Such CGL, Automobile Liability, Product Liability, and Umbrella or Excess Liability insurance shall (i) include Stryker as an additional insured, (ii) include an Indemnity to Principal or waiver of subrogation clause in favor of Stryker, or (iii) otherwise extend Supplier's coverage to Stryker with respect to losses arising out of Supplier's performance or assumption of liabilities under this Agreement.
19. **Termination.**
- In addition to Stryker's termination rights set forth elsewhere in this Agreement or under applicable law, Stryker may, at any time, terminate this Agreement, in whole or in part and in its sole discretion: (i) upon ten (10) days written notice to Supplier for any reason; (ii) immediately upon written notice to Supplier if Supplier breaches a material term of this Agreement; (iii) immediately upon written notice to Supplier if Supplier becomes insolvent, files, or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors; or (iv) immediately upon written

- notice to Supplier if Supplier violates any applicable laws or regulations.
- (b) Upon any such termination Supplier shall, to the extent specified by Stryker, stop all work on this Agreement, and cause its suppliers and subcontractors to stop work. Stryker shall be entitled to ownership, possession, use, and license of any and all work in process under this Agreement to which it is entitled pursuant to Section 15. Supplier shall invoice Stryker solely for unpaid amounts related to Services performed and accepted by Stryker and/or Products delivered and accepted by Stryker under the terms of this Agreement through the date of termination. Supplier shall refund Stryker for any amounts paid by Stryker to Supplier for Services or Products not performed or delivered. In no event will Stryker reimburse Supplier for anticipated profits or revenue or other economic loss for undelivered Products or unperformed Services. In no event shall either Party be liable for any indirect, incidental, consequential, special, extraordinary, or punitive damages, even if the such Party had been advised of the possibility of such damages.
- (c) Any such termination shall not relieve Supplier from any liability hereunder.
20. **Remedies.** Stryker's remedies shall be cumulative and remedies specified in this Agreement do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision.
21. **Assignability and Subcontracting.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, neither this Agreement nor any interest therein shall be assigned, delegated, subcontracted for, or otherwise transferred by the Supplier, except upon the prior written consent of Stryker. Any assignment or transfer without such consent shall be void and of no effect. Regardless of Stryker's consent to any of the foregoing, Supplier shall remain liable for the performance of all such obligations and shall ensure that any permitted subcontractor or non-employee reads and understands the terms of this Agreement. Stryker may assign its rights or obligations under this Agreement without Supplier's consent.
22. **Survivorship.** All provisions, representations, and warranties contained in this Agreement which by their nature are required or intended to be observed or performed after termination of this Agreement will survive its termination or expiration.
23. **Release of Information.** Supplier shall not release any statement, advertisement, information, or publicity referring to Stryker or any Stryker Affiliate without Stryker's prior written approval.
24. **Compliance with Laws.** Supplier warrants that it shall comply with all laws applicable to Supplier in the jurisdictions in which Supplier operates. With respect to Suppliers performing under this Agreement within the United States, the following shall apply:
- (a) Supplier warrants, to the extent applicable to its performance under this Agreement, that: (a) all Products and Services will be produced or performed in compliance with all applicable national, regional, provincial, state, and local laws, rules, and regulations, including without limitation: (i) Executive Order 11246; (ii) the Jobs for Veterans Act (38 U.S.C. §§ 4211-4212), Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), the Vietnam Era Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-250), and any law, order, or regulatory provision issued in addition, supplement, or replacement of the foregoing; (iii) the requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders issued under section 14 thereof; and (b) as required by the United States' immigration laws or federal acquisition regulations, including but not limited to the requirements set out at 48 C.F.R. 52.222-54 (the Federal "E-Verify" program), Supplier and its employees, agents, and sub-suppliers are entitled to work in the United States, and upon reasonable request, Supplier shall provide to Stryker documented proof of eligibility to work in the United States for itself and its employees, agents, and sub-suppliers.
- (b) Stryker is an equal opportunity employer and federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with the following, which are incorporated into this Agreement by reference: 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
25. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the Republic of Ireland as applicable to contracts made and to be performed in the Republic of Ireland, without regard to conflicts of laws principles. Suit to interpret or enforce the terms of this Agreement or to resolve any dispute related to this Agreement must be brought before a court of competent jurisdiction within the Republic of Ireland. The parties expressly disclaim application of or reference to the United Nations Convention on Contracts for the International Sale of Goods.
26. **Independent Contractor.** Supplier will perform this Agreement as an independent contractor, and this Agreement will not be construed to create between the parties the relationship of principal and agent, joint-venturers, co-partners, employer and employee, franchiser and franchisee, or any other similar relationship, the existence of which is expressly denied by each party. Supplier represents that Supplier is engaged in similar business for other clients. Supplier will conduct its business under its own name as an independent contractor, and is hereby expressly prohibited from holding itself out as an employee, agent, partner, or representative of Stryker. It is agreed that any person employed by Supplier to perform hereunder will not be deemed to be an employee of Stryker, and Supplier and its suppliers, subcontractors, agents, or representatives will not be, or represent themselves to be, officers, employees, agents, or representatives of Stryker and will not bind, or attempt to bind, Stryker to any agreement, liability, or

obligation of any nature.

27. **Severability.** The terms of this Agreement shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.
28. **Change Control.** Supplier is aware that Stryker is a producer of medical devices as defined by the United States Code of Federal Regulations, 21 CFR Part 820. To the extent Supplier produces materials, supplies, consumables, components, assemblies, products, and/or services that impact Stryker's finished devices, Supplier shall not: (i) establish or change product specifications, performance characteristics, quality standards, tolerances or any other aspect of the Products, or components thereof; and (ii) make any change to the Product, process, materials, formulation, packaging, labeling, software, environment conditions, quality assurance processes, equipment, production location, or subcontractor(s) that could in any way affect the quality of the finished device, without prior written notification to, and approval by, Stryker.
29. **Human Trafficking / Slavery.** Supplier represents and warrants that it shall not support, promote, or use compulsory labor, slavery, forced or involuntary labor, child labor, or human trafficking of any kind and that it shall comply with all applicable laws regarding slavery, human trafficking, and child labor.
30. **Stryker's Code of Conduct.** Supplier represents and warrants that Supplier has read and will abide by Stryker's Code of Conduct located at www.stryker.com/Potermis as amended from time to time by Stryker for as long as Supplier provides Products or Services to Stryker.
31. **Documents located online or websites.** The terms & conditions contained in documents located online or on websites which are referred to or incorporated into orders may be changed and amended from time to time by Stryker.

11-November 2022