

ANNEX C- TERMS AND CONDITIONS FOR SERVICES

Agreement/ Services

Any agreement between Zimmer Biomet and Customer and each order of Services by Customer shall exclusively be governed by these Terms and Conditions and be subject to the full and unconditional acceptance of these Terms and Conditions by Customer.

Any conditional or different terms proposed by Customer are rejected and will not be binding upon Zimmer Biomet unless confirmed in writing by Zimmer Biomet. Zimmer Biomet and Customer may agree in writing additional or deviating individual terms which may prevail over these Terms and Conditions.

Service Orders

The Customer hereby engages Zimmer Biomet to perform the Services as specified in the Service Agreement Offer and, in particular, Annex B (Warranty, Service Plan description and conditions). While Zimmer Biomet will make its best effort to fill orders and meet specified delivery dates for the performance of Services, if Zimmer Biomet does not fulfill an order received from the Customer or deliver Services to the Customer by a specified delivery date, such act or non-act shall not constitute a breach by Zimmer Biomet of the Service Agreement and these Terms and Conditions provided that Zimmer Biomet then uses reasonable endeavors to remedy its non-fulfilment of an order and/or delivers the Services within a reasonable period of time following the specified delivery date.

For the avoidance of doubt, any costs associated with the application and use of the Services by Customer and other institutions affiliated with Customer due to third parties such as electricity costs shall be borne by Customer.

Duration

The Duration of this Service Agreement shall be for the Initial Term as detailed in Section III (Duration). Thereafter this Service Agreement shall renew automatically at the end of the Initial Term continuously and indefinitely for a period equal to the Initial term (each a "**Renewal Term**") unless either Party provides the other Party with written notice of non-renewal at least 30 days prior to the end of the then current Term. For each Renewal Term, the Service Fee set forth in Section IV (Service Fee) shall be adjusted annually for inflation by the inflation rate agreed by the Parties in Section III (Duration) or, if no consensus was reached among the Parties, based on the Consumer Price Index of the country the Customer is domiciled in.

Payment terms and invoicing

Except as otherwise agreed under the Service Agreement, Zimmer Biomet shall provide to Customer an invoice for each order placed by and shipped/delivered to the Customer pursuant to the Service Agreement and these Terms and Conditions. Customer shall remit full payment to Zimmer Biomet within thirty (30) Business Days from the receipt of invoice ("**Due Date**").

From the Due Date default interest in the amount of the applicable statutory interest rate or at a minimum an interest rate of 5 % p. a above the base rate published by the European Central Bank shall accrue. Zimmer Biomet is also entitled to a payment of a lump sum of forty (40) euros which is a reasonable estimate of the costs incurred by Zimmer Biomet in debt recovery. Zimmer Biomet reserves all rights to claim further damages for delay; the lump sum will be credited against any such claim.

In case of default in acceptance or other breach of obligations to cooperate by Customer, Zimmer Biomet is entitled to claim any resulting damages including but not limited to additional expenses, if any. Further damages are

reserved. In this case, the risk of loss or damage to goods passes to Customer at the time of such default in acceptance or breach of obligations to cooperate.

If any amount of an invoice is disputed by Customer in good faith, Customer shall pay the undisputed invoice amount when due along with a written explanation specifying the amount in dispute. Upon resolution of the amount in dispute, any disputed amount that is determined to be due and owing to Zimmer Biomet by Customer shall be paid by Customer to Zimmer Biomet immediately upon such resolution. Customer must notify Zimmer Biomet in writing of any dispute of an invoice; any such dispute is waived by Customer if such notice is not received by Zimmer Biomet within thirty (30) Business Days from the receipt of invoice. These payment conditions are applicable to any invoice to be issued by Zimmer Biomet to Customer in execution of the Service Agreement and these Terms and Conditions.

Conditions of performance of the Services.

Zimmer Biomet hereby undertakes that (i) Services shall be performed solely by Zimmer Biomet and/or by any Third Party appointed by Zimmer Biomet, (ii) the Services shall be performed solely on Product(s) identified in Annex A and (iii) Services shall be performed solely in accordance with the terms of this Service Agreement and, in particular, the service plan description and conditions included in Annex B. Services are performed during regular business hours. Following each Service, Zimmer Biomet or any Third Party appointed by Zimmer Biomet will provide to the Customer a report detailing the Services performed. The Customer shall return a signed copy of such report to Zimmer Biomet.

Zimmer Biomet reserves the right to suspend all Services at the latter's sole discretion if: Product(s) has (have) been modified by a non-authorized subject, or (ii) in case the Customer has outstanding invoices with Zimmer Biomet. Zimmer Biomet will perform the Services in compliance with legal manufacturer requirements and standards of professionalism generally accepted in the relevant industry, using all commercially reasonable efforts to perform the Services in due time as specified herein or according to timelines agreed in writing by the Parties from time to time as necessary.

Discontinued Services

The decision to discontinue any Service (including spare parts to perform some Services) shall be in Zimmer Biomet's sole discretion and shall not constitute a breach of the Service Agreement or these Terms and Conditions. Zimmer Biomet shall notify the Customer at least four (4) weeks in advance in case of a discontinuation of a Service. In the event that Zimmer Biomet's discontinuation of a Service (including spare parts to perform some Services) materially and adversely affects the Customer's rights and obligations concerning these Terms and Conditions, the Parties shall negotiate in good faith an amendment to the Service Agreement and/or these Terms and Conditions with an equitable modification of those rights and obligations. In the event the Parties are unable to reach agreement on such an amendment, each Party will be entitled to terminate these Terms and Conditions respecting a ninety (90) days' written notice.

New Services

During the Term, Zimmer Biomet may develop and offer additional services ("**New Services**") that are not listed as a Service such as Optional Updates, Upgrades and comparable further developments of the Services. Zimmer Biomet may communicate New Services (and corresponding pricing) to Customer that are to be covered by these Terms and Conditions or which will separately ordered by Customer.

In the event that Zimmer Biomet determines that New Services are to be covered by these Terms and Conditions, Zimmer Biomet will notify Customer (by email or other writing) regarding the New Services and their prices, and such New Services shall be deemed Services for purposes of these Terms and Conditions.

Customer is not obliged to purchase such New Services. Zimmer Biomet shall support the Services for the Initial Term of these Terms and Conditions. For the avoidance of doubt, Mandatory Updates of Services are not New Services. Depending on the chosen Service Plan, Optional Updates may be included in the Customer's purchased product package at the time of execution.

Disclosure of Discounts

If applicable and to the extent permitted by the applicable law, Zimmer Biomet will provide to the Customer with invoices or other documents that fully and accurately disclose any discounted prices of Services provided under the Service Agreement and these Terms and Conditions. The Customer remains solely responsible for complying with any local requirement imposed to the Customer with respect to discounts on Services, as per the applicable law when appropriate.

Warranty for Services

Warranty conditions for Services shall apply as specified in Annex B Service Plan.

In addition to the beforementioned, Zimmer Biomet warrants that, solely in the country in which Customer has its registered office, the Services do not infringe patent rights, trade secrets, copyright, or other proprietary rights of a third party. Zimmer Biomet warrants that the agreed Services correspond materially to the requirements agreed between the Parties.

Customer is required to inform Zimmer Biomet without undue delay in writing if it is aware of non-fulfilment of these requirements and in this case, Zimmer Biomet shall undertake commercially reasonable efforts to ensure compliance with the requirements by the Services concerned. Customer ensures and agrees that it shall not bring any claim, whether in contract, tort or otherwise, in relation to a defect due to the Services more than three (3) months after the first delivery of the Service to it, unless Zimmer Biomet has fraudulently concealed such a non-performance.

Customer must notify Zimmer Biomet promptly in writing when a basis for any warranty claim is discovered or should have been discovered as provided in these Terms and Conditions. Any claims otherwise covered by the foregoing warranties, but for which Zimmer Biomet did not receive prompt notice, shall be barred.

The foregoing warranty(ies) do(es) not extend to or cover (a) any Services, components, or parts not manufactured or sold by Zimmer Biomet, (b) damage caused by Customer's use of any Services for purposes other than those for which it was designed as set forth in Zimmer Biomet's Product documentation, (c) damage caused by unauthorized attachments or modification, (d) any other abuse or misuse of Product by Customer, its employees, representatives, contractors and agents or (e) any Zimmer Biomet Product where Customer has re-sold the product to a third-party. The rights stipulated in this warranty shall be Customer's sole and only remedy with regard to a defect of Services. For the avoidance of doubt, the warranties in Annex B shall not be understood or construed to establish a guarantee or similar liability of Zimmer Biomet without fault or wrongdoing.

Limitation of liability

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, ZIMMER BIOMET EXCLUDES ANY LIABILITY EXCEPT FOR DAMAGES ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF ZIMMER

BIOMET. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE TO ANY CLAIM WHETHER THE LEGAL THEORY FORMING THE BASIS OF SUCH CLAIM INVOLVES CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. The Customer shall take all reasonable measures necessary to avert and reduce damages.

Zimmer Biomet shall only be liable in accordance with the following paragraphs: a) Zimmer Biomet shall be liable without limitation for losses caused intentionally by Zimmer Biomet, its legal representatives, assistants or senior executives; b) Zimmer Biomet shall be liable without limitation for death, personal injury or damage to health caused by the intent or negligence of Zimmer Biomet, its legal representatives or assistants in performance or for any other matters which are not capable of exclusion or limitation under applicable law; c) Zimmer Biomet shall be liable in accordance with the applicable mandatory statutory product liability provisions in the event of product liability; e) The liability of Zimmer Biomet arising from or in connection with these Terms and Conditions, regardless of the form of the claim and whether in contract, tort or otherwise, other than under Annex B a) to c) shall be limited to hundred percent (100%) of the amounts paid by Customer under these Terms and Conditions. Zimmer Biomet shall not be liable for business interruptions, contractual claims of third parties, damage to property, loss of use, loss of subsidies and wasted financing costs, loss of interest or income, lost profit and lost savings as well as for indirect or consequential damages, punitive damages or expenses even if Zimmer Biomet has been advised in advance of the possibility of such damage or loss.

In no event shall Zimmer Biomet be liable for any damages resulting from the sale or use of any Zimmer Biomet Service. Furthermore, Zimmer Biomet shall not be liable for any claims or losses arising from medical treatment in connection with the Services. Customer, and not Zimmer Biomet, shall be responsible for the content and assignment of the protocols and medical advice provided to patients.

If Zimmer Biomet grants rights regarding Software and/or includes Hardware free of charge, all liability is excluded.

All rights, claims and remedies against Zimmer Biomet under or in connection with these Terms and Conditions shall, to the extent permitted by applicable law, shall become statute-barred at the latest one (1) year.

Mutual Indemnification

Each Party (the “**Indemnifying Party**”) shall indemnify and hold harmless the other Party (the “**Indemnified Party**”) and its affiliates and their respective shareholders, directors, officers, employees, agents, and affiliates from and against any and all liabilities, damages, losses, penalties, fines, costs, and expenses, including reasonable attorney’s fees, paid or incurred by them in connection with any third party action, suit, claim or proceeding (a “**Claim**”) brought against the Indemnified Party based upon or arising from any gross negligence or intentional misconduct by the Indemnifying Party or its affiliates or subcontractors or any of their respective employees or agents, including for example surgeons or sales representatives performing Services at the Customer’s facility(ies), relating to the Services subject to these Terms and Conditions.

To the extent that Zimmer Biomet and the Customer have indemnification obligations to one another in connection with a single Claim, Zimmer Biomet and the Customer shall contribute to the aggregate damages arising from such Claim in such proportion as is appropriate to reflect their relative responsibilities to such damages, as well as any other relevant equitable considerations. The amount paid or payable by Zimmer Biomet or the Customer for purposes of apportioning the aggregate damage shall be deemed to include all reasonable legal fees and expenses incurred by such Party in connection with investigating, preparing for or defending against such Claim.

Appointment of Third parties

The Customer hereby irrevocably and unconditionally agrees that Zimmer Biomet may at any time appoint a Third-Party provider for the purpose of providing the Services to the Customer. For this purpose, the Customer hereby commits to provide access to such Third Party for the performance of the Services.

Termination

- (1) Any termination must be in writing to be valid.
- (2) These Terms and Conditions shall be in place for the Duration as indicated in the Service Agreement Offer of Zimmer Biomet and for any Renewal Term.
- (3) Any termination is subject to the terms and conditions of the Service Agreement Offer and these Terms and Conditions.
- (3) The right to terminate these Terms and Conditions for good cause under statutory provisions remains unaffected. Good cause for termination by Zimmer Biomet shall include but not be limited to: a) Material payment default by Customer; b) Customer violates applicable laws, rules, and regulations on bribery, anticorruption and anti-money laundering; c) Customer acts generally in a way that Zimmer Biomet cannot reasonably be expected to continue these Terms and Conditions until the end of the Term or the termination notice period.
- (4) In case of payment default, instead of or prior to exercising its termination rights, Zimmer Biomet may at its option suspend the performance of the Services at any time as from the payment default.
- (5) If these Terms and Conditions is terminated as a result of Customer's culpable breach, Customer will be required to make any outstanding payments.

Additionally, Customer must compensate Zimmer Biomet for any damages and/or losses that Zimmer Biomet has suffered due to the termination of these Terms and Conditions as a result of Customer's culpable breach.

Force Majeure

If either of the Parties hereto is delayed or prevented from carrying out any of its obligations under these Terms and Conditions by reason of war; acts of terrorism; invasion; insurrection, revolution; riots; strikes; lockouts; work stoppages or other labor disturbances; civil commotion; explosions; plant accidents; blackouts; fire; floods; earthquakes, storm damages; pandemics and endemics; embargoes or other transportation delays; enactment of legislation or issuance of governmental orders or regulations; acts of God, or other causes reasonably beyond its control and unforeseeable on the date hereof, it shall be excused from such obligation or obligations for so long as it is so delayed or prevented, and it shall not be liable to the other Party for the effects of such failure or delay.

To the extent that Zimmer Biomet is unable to provide or perform any of the Services as a result of any such event of force majeure, it shall not be entitled to charge for those Services that are not provided or performed. If performance is not resumed within thirty (30) Business Days after that notice, the other Party may terminate these Terms and Conditions immediately by written notice to the affected Party.

Compliance with laws and regulations

The Parties hereby undertakes to strictly comply with any law and regulation applicable for the purpose of these Terms and Conditions. The Parties have affirmed that these Terms and Conditions complies with national and

international mandatory and self-regulatory laws, rules, and regulations governing medical devices, including but not limited to Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("**OECD Bribery Convention**"); and its national country enabling legislation; the U.S. Foreign Corrupt Practices Act ("**FCPA**"); the U.K. Bribery Act 2010 ("**Bribery Act**"); and without limitation any and all applicable local law and EU legislation on bribery, anticorruption and anti-money laundering shall in any case apply; and any other law that may govern its activities from time to time, including, but not limited to, any law or regulation prohibiting bribery in any form.

Parties also declare to comply with rules, such as, but not only, Eudamed standards, the ADVAMED code, the MedTech Europe code and any other (ethical) codes to which the Parties and/or the healthcare practitioners connected to the Customer are bound. The Parties shall comply with all applicable laws, rules, regulations and professional codes in their performance under these Terms and Conditions, including but not limited to those identified herein. The Parties shall also comply with all applicable rules governing clinical research, medical-scientific research and privacy.

If, and in so far as the provisions of these Terms and Conditions or the execution thereof appear to be in conflict with one or more of the foregoing rules, the Parties shall amend them in order to conform to these rules and if such amendment is not possible, each Party shall have the unconditional right to terminate these Terms and Conditions.

Regulatory and Quality

Customer shall immediately forward to Zimmer Biomet, information concerning all actual or threatened charges, complaints, or claims of any nature, which relate in any way to the Services, that could raise product liability, having caused or likely to cause death or degradation of the health of a patient, a user, or of any third party, and which come to the Customer's attention.

The Customer shall cooperate with Zimmer Biomet, its representatives, its legal counsels, its insurance carriers and their legal counsels in investigating and defending any such charges, complaints or claims. The Customer and its employees shall, at Zimmer Biomet's request, provide Zimmer Biomet with reasonable assistance in gathering information concerning such charges, complaints or claims and in giving oral or written testimony as to all facts in their possession concerning such charges, complaints or claims.

Upon receipt or discovery by any of the Parties hereto of any complaint, claim (either asserted or potential), notice of lawsuit or lawsuit involving any aspect of the Services rendered under these Terms and Conditions, unless prohibited by law, the Party in receipt of such notice shall promptly notify to the other Party and both Parties shall provide complete access as may be provided under the law, to such records and other relevant information, including the right to make copies, at their own expense, as may be necessary or desirable to resolve such matters. Notwithstanding anything to the contrary herein, failure to give prompt notice shall not be ground for a denial of indemnity or defense unless the Party alleging the late notice can prove actual and material prejudice arising therefrom.

Customer undertakes to send to Zimmer Biomet systematically and without any delay, any information that come to its knowledge related with the occurrence of potential or existing harmful and unwanted reactions, including without limitation, any malfunction, alteration in the characteristics or performance of any of the Products, caused by a non-compliant use of any of the Products by the Customer with the instructions of use including trainings, provided by Zimmer Biomet.

Customer shall use the procedure set out in Annex D to report any such incidents detailed in this section.

Intellectual Property rights

Customer acknowledges that all Zimmer Biomet's Intellectual Property Rights, including those related to the Services, and owned by Zimmer Biomet, are valid and that these Terms and Conditions does not imply any transfer of Zimmer Biomet's Intellectual Property Rights or any license of Intellectual Property Rights from Zimmer Biomet to the Customer. Zimmer Biomet remains the sole entity authorized to use its own Intellectual Property Rights. Should it be permitted by mandatory applicable laws for the Customer to exploit any of Zimmer Biomet's Intellectual Property Rights regarding the Services in its ordinary use and in accordance with these Terms and Conditions, the Customer is hereby authorized to do so, solely for the Customer's employees with the need to use the Services and the related Zimmer Biomet's Intellectual Property Rights, being understood that the terms of these Terms and Conditions shall be applicable to such use.

Zimmer Biomet can request at any time to the Customer to provide detailed information about how the product is used and any data or information generated by it or in relation to it, of which the Customer will have to keep an updated written record in order to provide such information to Zimmer Biomet.

Confidentiality

The Parties shall keep confidential and secret any and all Confidential Information disclosed to it by the other Party. "**Confidential Information**" shall include, but not be limited to, the terms of and pricing under these Terms and Conditions, trade secrets, know-how, proprietary information, formulae, processes, techniques, product designs and marketing activities that may be disclosed, whether orally or in writing, to a Party and/or a Party's parent, subsidiary or affiliate companies, or that may be otherwise received or accessed by a Party in the course of performing these Terms and Conditions. The Parties expressly agree that each Party shall (i) use such Confidential Information solely and exclusively in connection with the discharge of its obligations under these Terms and Conditions and (ii) not disclose such Confidential Information to any other person without the disclosing Party's prior written consent. The Parties' obligation not to disclose Confidential Information to third parties and otherwise not to use Confidential Information shall survive ten (10) years after the termination of the Service Agreement. The Parties acknowledge that, in the event of a breach of the provisions of this Section, the non-breaching Party shall suffer damages that are not easily determinable, and the non-breaching Party shall be entitled to equitable relief, including, without limitation, an injunction or an order for specific performance, in addition to all other remedies available to the Parties at law or in equity.

Notwithstanding the foregoing, if either Party is legally obligated to disclose any Confidential Information received pursuant to these Terms and Conditions in order to comply with any applicable federal, state or local law, or pursuant to an order of a court of competent jurisdiction, such Party shall promptly notify the disclosing Party prior to any such disclosure, to enable the disclosing Party to protect the Confidential Information. In such event, the receiving Party shall only disclose such portion of the Confidential Information that it is legally required to disclose.

The Customer acknowledges that to comply with applicable disclosure laws Zimmer Biomet may be required to report to governmental or other authorities' payments and other economic benefits provided by Zimmer Biomet to the Customer under these Terms and Conditions, and Customer agrees that such disclosures may be made by Zimmer Biomet without further notice to Customer.

Representations and warranties

Each Party represents and warrants to the other Party that: (a) it is a corporation or institution duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated; (b) the execution and delivery of these Terms and Conditions has been authorized by all requisite corporate action; (c) these Terms and

Conditions is and will remain a valid and binding obligation of such Party, enforceable in accordance with its terms. The Customer represents and warrants that it has obtained all necessary consents, approvals and authorizations of all governmental authorities in connection with these Terms and Conditions. The Customer represents and warrants that it has engaged, and will engage employees with the proper skills, trainings, availability and experience, to the extent required in the performance of these Terms and Conditions, subject to the same confidentiality and non-disclosure obligations set by these Terms and Conditions.

Assignment

Neither Party may assign its rights and obligations under the Service Agreement and these Terms and Conditions to any third party without the express prior written consent of the other Party; provided, however, that Zimmer Biomet may assign all or any part of its rights and obligations hereunder without the need of the Customer's consent to any affiliate of Zimmer Biomet or, in the event of a merger, acquisition, change of control, reorganization or sale of substantially all of Zimmer Biomet's assets, to Zimmer Biomet's successor.

Privacy

When fulfilling its duties in carrying out and using Services on the basis of the Service Agreement or these Terms and Conditions, Customer shall in particular comply in every respect with the provisions of Regulation (EU) 2016/679 (General Data Protection Regulation – EU GDPR) and the UK GDPR which is the EU GDPR as transposed into the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018) (collectively the “GDPR”), which lay down rules relating to the protection of natural persons with regard to the processing of personal data in the European Union and the United Kingdom. According to the GDPR, the processing and collection of personal data of persons living in the European Union or the United Kingdom is only permitted under certain conditions. In case Zimmer Biomet acts as a data processor for Customer, the Parties shall conclude a separate data processing agreement.

Amendment to GT&C

These Terms and Conditions may be amended or updated by Zimmer Biomet by giving thirty (30) days' written notice to Customer at any time. The amended or updated version of these Terms and Conditions will be deemed to have been accepted by Customer at the end of the notice period in consideration of Customers ongoing benefits under these Terms and Conditions, unless Customer serves notice of objection within the 30-day notice period. Zimmer Biomet will inform Customer at the beginning of the notice of the effects of its acts or omissions. Any rights established under these Terms and Conditions may only be waived in writing.

Miscellaneous

This Service Agreement and its attachments constitute the entire agreement between the Parties with respect to the Services and supersede all previous negotiations, agreements, and commitments with respect thereto, without prejudice of any existing purchase agreement regulating the purchase of the product(s) also referred to as the Agreement. If there is any inconsistency between these Terms and Conditions and the purchase agreement also referred to as the Agreement or any other order or documentation from the Customer regarding the execution of Services, only the terms of these Terms and Conditions and this Service Agreement shall apply.

Should any provision of these Terms and Conditions be or become invalid, ineffective or unenforceable, the remaining provisions shall remain valid. The parties undertake to replace the invalid, ineffective or unenforceable provision by a valid, effective and enforceable provision which comes as close as possible to the economic interests of the parties. This shall also apply in the event of a contractual gap.

Zimmer Biomet and Customer are independent contractors, and nothing contained in these Terms and Conditions shall be construed to place the Parties in the relationship of employer and employee, partners, principal and agent, or joint ventures. Neither Party shall have the power to bind or obligate the other Party nor shall either Party hold itself out as having such authority.

These Terms and Conditions and any rights hereunder shall not be waived, released, abandoned, discharged, changed or modified in any manner except by an instrument in writing signed by each of the Parties. The failure of a Party to enforce any of the provisions of these Terms and Conditions at any time shall in no way be construed to be a waiver of such provision, nor affect the validity of these Terms and Conditions or such provision, nor limit the right of the Party thereafter to enforce these Terms and Conditions or such provision. No waiver of any breach of these Terms and Conditions shall be held to be a waiver of any other or subsequent breach.

The illegality or partial illegality of any provision of these Terms and Conditions shall not affect the validity of these Terms and Conditions or any other provision of these Terms and Conditions.

Each Party hereby acknowledges and agrees that each (a) has read these Terms and Conditions in its entirety prior to executing it, (b) understands the provisions and effects of these Terms and Conditions, and (c) has consulted with such advisors as it has deemed appropriate in connection with its respective execution of these Terms and Conditions. Notwithstanding anything in these Terms and Conditions to the contrary, the Parties respective rights and obligations under the following provisions shall remain in full force and effect following expiration or termination of this Service Agreement and shall be enforceable following such expiration or termination: any applicable termination payment/ damages obligations set forth in these Terms and Conditions; payment terms and obligations; Confidentiality; Limitation of Liability; Indemnification; Compliance with Applicable Laws; Regulatory Matters; and any other provision which by its nature shall survive termination or expiration of these Terms and Conditions.

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of these Terms and Conditions, and all matters of extra-contractual and/or tort liability, if any, arising out of or in relation with this Service Agreement, shall be governed by and construed in accordance with the law of the country in which Zimmer Biomet is located. Any dispute arising between the Parties arising out of or in connection with these Terms and Conditions and/or any contractual or non-contractual (including pre-contractual) matters in connection with its conclusion, validity, interpretation, enforcement, performance and termination will be submitted to the exclusive jurisdiction of the competent courts of the city where Zimmer Biomet is located.

ANNEX D– Zimmer Biomet Product Experience Report

NOTE: Complaints *MUST BE* reported within 2 business days. Complete this ZPER (for *non-dental* product) or otherwise notify the appropriate Zimmer Biomet location. If you are unsure where to send this form, email it to zimmer.per@zimmerbiomet.com or product.experience@zimmerbiomet.com. The inclusion of as many details as possible greatly aids the investigation process. Required fields are denoted in *bold italics***. Use Date format: *dd/mm/yyyy*. Do not use this form for the return of product where repair, consignment, credit, or exchange is the primary objective.**

A. REPORTER INFORMATION			
<i>Person Submitting this Report:</i> <input type="text"/> <input type="text"/>		<i>Event Aware Date:</i> <input type="text"/>	
<small>First Last</small>			
<i>Reporter Address:</i> <input type="text"/>		Complaint #	<input type="text"/> <small><i>If applicable</i></small>
<small>(Full Mailing Address)</small> <input type="text"/>		Tracking #	<input type="text"/> <small><i>If applicable</i></small>
<small>City State Zip Code</small>			
<i>Phone #:</i> <input type="text"/>		E-mail: <input type="text"/>	
Title/Function: <input type="text"/>		Reporter in Attendance During Event? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> U.S. – Territory # <input type="text"/> Account #/Distributor <input type="text"/>		<input type="checkbox"/> International - Country <input type="text"/>	
Does the complainant request a response? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, include contact information, including title)			
Contact for Additional Information: <input type="text"/> <input type="text"/>		Phone #: <input type="text"/>	
<small>First Last</small>		E-mail: <input type="text"/>	
		Best time to call/email: <input type="text"/>	
<i>Incident Reported to Government Authority</i> <input type="checkbox"/> Yes Specify: <input type="text"/> <input type="checkbox"/> No <input type="checkbox"/> <u>Unk</u>			

B. PRODUCT INFORMATION

Qty	Item Number	Lot/ Serial# (If <u>UNK</u> , enter Order #)	UDI	Item Description	Brand Name	Is Product Available for Evaluation?	If No, Why? (i.e. retained by hospital, scrapped, etc.)
						<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> <u>UNK</u>	
						<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> <u>UNK</u>	
						<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> <u>UNK</u>	
						<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> <u>UNK</u>	
						<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> <u>UNK</u>	
						<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> <u>UNK</u>	

Has product been cleaned and disinfected? ☐ Yes ☐ No ☐ Unknown
 If Yes, method of disinfecting: ☐ Autoclave ☐ Alcohol ☐ Other Specify: _____

Return Authorization #: _____ Return Tracking # (FedEx, UPS, etc.): _____

Customer Requests: ☐ Replacement ☐ Credit ☐ Return after evaluation Is destructive analysis permitted: ☐ Yes ☐ No

For implants being returned for evaluation, the following guidelines for the retrieval, handling and packaging of potentially infectious materials are recommended:

- When handling, packaging and shipping the retrieved components, the hospital or clinic should avoid putting all the components in the same container without separating packaging. Ideally, each retrieved component should be individually wrapped and stored in its own container, then placed in a larger container with all the other retrieved components. This will prevent further damage to the explants, which can be difficult to distinguish from in situ damage.
- Retrieved parts should be clearly labeled for future identification.
- The customer should be asked to mark retrieved components in a non-destructive way to indicate their orientation in situ before removal, if possible.

Is this a single-use device that was reprocessed and reused on a patient? ☐ Yes (Put reprocessor name & address below) ☐ No ☐ UNK

Reprocessor name: _____ Address: _____

If the complaint pertains to an implant procedure, answer the following:

What instrumentation was used? _____

Was instrumentation part of a loaner or Consignment? _____

Is the instrumentation available for evaluation? ☐ Yes ☐ No ☐ NA If No, Why? _____

C. EVENT INFORMATION

Date alleged event occurred: <input type="text"/>	Date Implanted: <input type="text"/>	Date Removed: <input type="text"/>
Describe alleged event in detail (Include information on the impact to the patient or user and/or malfunction, if known): <input type="text"/>		
Did the event occur at a hospital, during surgery, or have direct patient impact? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk If No, the remainder of this Section and Section D, E and F are not required to be completed except for Zimmer Biomet Surgical.		
What type of procedure was performed? <input type="text"/>		
Event occurred during Clinical Study? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Did the medical professional allege a deficiency in the performance of the device? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk		
Did the medical professional indicate harm or injury to patient/operator or the life/health of patient at risk? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk		
Did the medical professional indicate an unanticipated surgical complication occurred? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk		
Was there a death related to the product or procedure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk		
Did the patient retain a foreign body? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk Was surgery delayed? <input type="checkbox"/> Yes, delay duration: <input type="text"/> <input type="checkbox"/> No <input type="checkbox"/> Unk		
Was surgery completed with another device? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk If Yes, was device the same size? If not, list size: <input type="text"/>		
Were there any contributing factors related to the event? <input type="checkbox"/> Yes, explain: <input type="text"/> <input type="checkbox"/> No <input type="checkbox"/> Unk		
Reason for revision surgery (Indicate all which apply): <input type="checkbox"/> Allergy <input type="checkbox"/> Breakage <input type="checkbox"/> Dislocation <input type="checkbox"/> Infection <input type="checkbox"/> Loosening <input type="checkbox"/> Osteolysis <input type="checkbox"/> Pain <input type="checkbox"/> Wear <input type="checkbox"/> Other Specify: <input type="text"/>		

D. ADDITIONAL SURGERY INFORMATION			
Was the surgical technique followed?: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk		Position (i.e. left, right, etc.): _____	
Method of Implantation: <input type="checkbox"/> Cemented <input type="checkbox"/> Cementless <input type="checkbox"/> Hybrid <input type="checkbox"/> NA		Implant early or immediate load after surgery? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
Medication Utilized? <input type="checkbox"/> Yes: Type & Dosage: _____ <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/> Unk			
Enclosures (Indicate All Which Apply): <input type="checkbox"/> Photographs <input type="checkbox"/> X-rays (Number: _____) <input type="checkbox"/> Cover Letters <input type="checkbox"/> Histological/bacteriological findings			
<input type="checkbox"/> Tissue (Indicate number/container and add additional information sheets) <input type="checkbox"/> Surgical Report(s) of implantation & revision			
<input type="checkbox"/> Other: Specify: _____			
E. SURGEON/PHYSICIAN/COMPLAINANT AND MEDICAL FACILITY INFORMATION			
Surgeon First & Last Name: _____		Phone: _____	
Hospital Name: _____		Phone: _____	
Hospital Address: _____		Country: _____	
(Complete Mailing Address) _____ City _____ State _____ Zip Code _____			
If device was originally implanted at another hospital, please indicate surgeon, hospital and initial surgery date in Section G.			
F. PATIENT INFORMATION			
Patient Name* or ID: _____ <small>*Not permitted in Europe - DO NOT fill out</small>		Date of Birth: _____	
First _____ Last _____		Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	
Age: _____		Activity Level: <input type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High	
Build: <input type="checkbox"/> Small <input type="checkbox"/> Medium <input type="checkbox"/> Large		Weight: _____ <input type="checkbox"/> Pounds <input type="checkbox"/> Kilograms	
Height: _____ <input type="checkbox"/> Inches <input type="checkbox"/> Centimeters			
Relevant History / Preexisting Conditions: _____			
G. ADDITIONAL COMMENTS/REQUESTS			
<div style="border: 1px solid black; width: 100%; height: 100%;"></div>			

DISCLAIMER: This information is being gathered to assist in complying with regulatory reporting requirements in various jurisdictions. The information contained on this form does not constitute an admission that any person, entity or product referenced herein or in relating documentation may have caused or contributed to any issue arising from, or the, event.