

## ANNEX B- ADDITIONAL WARRANTY AND SERVICE PLANS DESCRIPTION & CONDITIONS

### 1. SLA Matrix

#### a. Additional Warranty

Warranty (SLA)		Legal Warranty	Premium Warranty	Extended Warranty
Service delivery		Depot center		
Preventive Maintenance (PM)		✗	✓	Optional
Technical support availability*		8am - 5pm	8am - 5pm	8am - 5pm
Priority Hotline	Phone	✓	✓	✓
	Email	✓	✓	✓
AS Loaner Service	PM	✗	✓	Optional
	Repairs	✗	✓	✓
Repairs Coverage		Unlimited	Unlimited	Unlimited
Estimated Response Time	Initial Response	6h	4h	4h
	Pick-up Response	72h	48h	48h
	Resolution Time	15d	15d	15d
Shipping	Costs	✓	✓	✓
	Insurance	✓	✓	✓

## b. Service Plans

Service Contract (SLA)		Depot Value Plan	Depot Value Loaner Plan	Depot Value Plus Plan	Depot Value Plus Loaner Plan	Depot Premium Plan	Depot Premium Loaner Plan	Limited Value Plan
Service delivery		Depot center						
Preventive Maintenance (PM)		✓	✓	✓	✓	✓	✓	✗
Technical support availability**		8am - 5pm	8am - 5pm	8am - 5pm	8am - 5pm	8am - 5pm	8am - 5pm	8am - 5pm
Priority Hotline	Phone	✓	✓	✓	✓	✓	✓	✓
	Email	✓	✓	✓	✓	✓	✓	✓
AS Loaner Service	PM	✗	✓	✗	✓	✗	✓	✗
	Repairs	✗	✗	✗	✓	✗	✓	✓
Repairs Coverage		✗	✗	1x with PM	1x with PM	Unlimited	Unlimited	Unlimited
Estimated Response Time	Initial Response	6h	6h	4h	4h	2h	2h	6h
	Pick-up Response	72h*	72h*	48h	48h	48h	48h	72h
	Resolution Time	15d*	15d*	15d	15d	15d	15d	15d
Shipping	Costs	✓	✓	✓	✓	✓	✓	✓
	Insurance	✓	✓	✓	✓	✓	✓	✓

## 2. Warranty

### a. Legal Warranty

- The legal warranty for your Products is governed by the purchase agreement also referred to as the Agreement between yourself and Zimmer Biomet and the present Service Agreement has no bearing on the legal warranty.

### b. Premium Warranty

- Upgrade your Legal Warranty to our Premium Warranty and enjoy enhanced protection and additional services beyond the standard legal warranty. The Premium Warranty includes Preventive Maintenance (PM), Fast Response, AS Loaner Service
- This Premium Warranty upgrade is designed to provide you with comprehensive support, maximizing your equipment's performance and your peace of mind.
- Only available during the Legal Warranty period.

### c. Extended Warranty

- Our Extended Warranty offers an additional year of coverage beyond the Legal/Premium Warranty period, providing protection for a total of two years from the date of purchase. This Extended Warranty ensures your equipment remains free from

issues in materials and workmanship under normal use. If any issues arise within this extended period, we will repair or replace the affected parts at no additional cost to you.

- Additionally, the scope of the Extended Warranty can be customized based on specific requirements. Optional to include:
  - Preventive Maintenance (PM)
  - Loaner Service during Preventive Maintenance
- These optional services can be added to your Extended Warranty for an additional fee, allowing you to tailor the Extended Warranty to better suit your needs and ensure comprehensive support.
- Only available during the Legal Warranty/Premium Warranty period.

**3. Depot Repair Center:**

- a. Our Depot Repair Center serves as a dedicated facility where specialized maintenance, refurbishment, and repair services are performed on products returned from the field. Equipped with advanced tools and expertise, we diagnose issues, conduct detailed repairs, and restore your products to peak performance. This center is integral to our service plan, ensuring consistent, high-quality repairs that enhance product longevity and your overall satisfaction.

**4. Preventive Maintenance (PM):**

- a. Preventive Maintenance is our proactive approach to keeping your products in optimal condition. Through regular inspections, servicing, and minor repairs, we prevent product failures, reduce downtime, and extend your products' lifespan. Our meticulous planning and adherence to industry best practices ensure your products operate efficiently and reliably.
- b. The scope of preventative maintenance for your product will be determined by the manufacturer's recommendations and the applicable regulations. The preventative maintenance activities may include cleaning, inspection, calibration, testing, replacement of parts or components and software updates as necessary.

**5. Technical Support Availability\*\*:**

- a. Our Technical Support team is available from 8:00 AM to 5:00 PM on weekdays to provide professional assistance and troubleshooting for your products. Our qualified staff will promptly address your inquiries, resolve issues, and optimize your product's performance. This availability aligns with standard business hours, ensuring convenient and effective support.
- b. \*\* Working days depends on country, which may differ from region to region.

**6. Priority Hotline:**

- a. Our Priority Hotline offers expedited support via phone and email from 8:00 AM to 5:00 PM on weekdays. Designed for urgent issues, this dedicated channel ensures quick access to our highly trained support staff. We prioritize resolving critical concerns swiftly, minimizing downtime and maintaining your product's performance and your satisfaction.

**7. Loaner Service:**

- a. Our Loaner Service provides temporary replacement products while your original product undergoes preventive maintenance or repairs. This service minimizes disruption to your operations, allowing you to maintain productivity with equivalent products. Seamless continuity is our priority to ensure your satisfaction and operational efficiency.
- b. Responsibility for the Loaner Device
  - The Customer is responsible for the care and safekeeping of the Loaner Device while it is in their possession. The Customer must use the Loaner Device in accordance with the manufacturer's instructions and the healthcare facility's policies and procedures.
  - The Customer must prepare the Loaner Device for shipment at the agreed time when the loan period ends or upon receipt of the repaired or replaced device. The preparation for shipment must be in accordance with the manufacturer's instructions and include a valid Certificate of Decontamination.
  - Late Returns and Sanctions: Failure to have the Loaner Device prepared for shipment at the agreed time will result in a charge of €25 per day for each day of delay. This penalty is applied to ensure the timely return of equipment and its availability for other customers.
  - The manufacturer or the third-party service provider is responsible for maintaining and repairing the Loaner Device during the loan period. Any damage to the Loaner Device caused by the Customer may result in additional charges or fees.
  - The Loaner Device may be a similar or different model than the Product or may have a different specification and may require special training or assistance to be used effectively.
  - Customer may use the Loaner Device only as foreseen in the purchase or rental agreement also referred to as the Agreement and this Service Agreement and in accordance with applicable law, manufacturer's instruction of use, the documentation provided, the manual, and, as applicable, the market approval of the Loaner Device.
  - Customer agrees not to sublet or allow any third party (other than its employees) to use the Loaner Device, including but not limited to other customers, clinics, wholesalers or distributors, without Zimmer Biomet's prior written consent.
- c. No Transfer of Ownership
  - When Customer receives a Loaner Device from Zimmer Biomet, there is no transfer of title or ownership with respect to the Loaner Device and Zimmer Biomet retains ownership of the respective Loaner Device.
  - The Loaner Device shall be in the custody of the Customer, who (i) shall bear the risks to which the Loaner Device may be exposed or to which it may give rise for any reason, unless otherwise specified in this Service Agreement, and (ii) agrees not to use the Loaner Device as any collateral or lien and, more generally, not to create any lien on the Loaner Device in any context and not to accept the creation of any such rights by any third party, including without limitation by invoking the retention of title clause against any attachment action that may arise. Customer shall inform third

parties who may claim a security interest in its assets that the Loaner Device is the property of Zimmer Biomet

- Zimmer Biomet must be notified immediately by Customer of any legal or actual access by third parties (in particular attachments) to the Loaner Device. Customer must immediately inform the third party that the Loaner Device is the property of Zimmer Biomet. In addition, Customer shall provide all information and Documentation necessary for Zimmer Biomet to intervene.
- d. Warranty
- Warranty conditions that apply specifically to Products sold do not apply to the Loaner Device.
  - Except as represented in this Service Agreement, Loaner Device is provided "AS IS". Other than as provided in this Service Agreement, Zimmer Biomet makes no other warranties, express or implied, and hereby disclaims all implied warranties, including any warranty of merchantability and warranty of fitness for a particular purpose.
  - Zimmer Biomet will perform maintenance and repair of normal wear and tear of the Loaner Device, during the loan period, which may be further specified in the Service Plan ordered by the Customer.

Customer is not entitled to reduce or withhold payment of the Service Fee for the Loaner Device. However, Customer may reclaim overpayments resulting from a defect-related impairment of use in accordance with the regulations on unjust enrichment.

#### 8. Repairs Coverage:

- a. Repair Service Coverage outlines the comprehensive support provided under our service plan. It includes diagnosis, correction, and restoration of product malfunctions, covering labor, parts, and necessary adjustments to ensure optimal functionality. This coverage minimizes downtime, maintains operational efficiency, and is detailed in your Service Agreement for clarity.
- b. The scope of corrective maintenance for the product will be determined by the manufacturer's recommendations and the applicable regulations. Corrective maintenance may include diagnosis of the issue, repair or replacement of parts or components, and testing to ensure that the product is functioning correctly.
- c. You should report any issues or malfunctions with the product to the manufacturer or service provider within 24 hours. The manufacturer or service provider will determine response time for the corrective maintenance based on the severity of the issue and the applicable regulations and in accordance with the Service Agreement.

#### 9. Response Time:

- a. Response Time measures the duration from your service request to our initial action. It demonstrates our commitment to timely support and resolution of your inquiries or issues. We track this from request to first contact by our qualified service team, ensuring transparency and meeting the expectations outlined in the SLA matrix above.

#### 10. Pick-Up Response Time:

- a. Pick-Up Response Time measures how quickly we collect your product after you request maintenance or repairs. This metric reflects our efficiency in initiating the service process, tracked from request submission to physical pick-up at your location. Specific times are defined in the SLA matrix above for transparency and to set clear service logistics expectations.

**11. Resolution Time:**

- a. Resolution Time is the total duration from your service request until we fully resolve the reported issue. This metric evaluates our efficiency in addressing and resolving your concerns, encompassing initial response, diagnosis, repair, testing, and confirmation of resolution. It's detailed in the SLA matrix above to ensure transparency and to set expectations for timely issue resolution.

**12. Shipping Costs:**

- a. Shipping Costs cover expenses for transporting products between your site and our designated service facilities as part of your service plan. These costs include handling, and actual transportation charges. Details, including any additional fees or special handling requirements, are clearly outlined in your Service Agreement to ensure transparency regarding financial responsibilities.

**13. Shipping Insurance:**

- a. Shipping Insurance provides coverage against loss, theft, or damage to your products during transit between specified locations under our service plan. This insurance ensures compensation for the full or partial value of your products in case of unforeseen incidents. Terms, such as coverage limits, deductibles, and claims procedures, are specified in your Service Agreement to provide comprehensive protection and clarity on insurance-related matters.

**14. Warranty for Services**

- a. Our service warranty ensures that all workmanship and spare parts are covered by a commitment to quality assurance. For a period of 90 days from the service completion date, you are guaranteed peace of mind. If any replaced spare parts or our workmanship do not meet our high standards or prove to be defective during this period, we will promptly replace or repair them at absolutely no extra cost to you. This warranty reflects our unwavering dedication to providing dependable and top-quality service, ensuring your satisfaction and trust in our services.

**15. Term: Optional in the (SLA) Matrix**

- a. Optional parts of service are additional offerings available for an extra fee, allowing you to customize your service plan to meet specific needs. These enhancements are designed to provide added value and flexibility, tailored to optimize the performance and longevity of your equipment. Each optional service add-on is detailed to ensure transparency, providing you with the opportunity to enhance your service experience according to your requirements and preferences.

### **3. Service Plan: Misuse of Equipment and Repair Policy**

#### **Overview**

Our Service Plans provide comprehensive coverage for regular wear and tear, mechanical failures, and other issues arising from normal use of the Product. However, it is important to understand that certain types of damage, particularly those caused by misuse or improper handling, are not covered under this Service Agreement.

Repairs necessitated by misuse will require a separate quotation and will be addressed at a fixed repair cost.

#### **Definition of Misuse**

Misuse of Products includes, but is not limited to, the use of a Product, including system or associated processes or services, in a way not intended by the manufacturer as set forth in the instruction for use (IFU) or not according to the specifications, instructions, information or any other Product documentation provided by the manufacturer. It shall also include any unauthorized repairs or alterations or lack of routine maintenance.

#### **Repair Process for Misuse-Related Damage**

##### **1. Inspection and Assessment:**

- Upon receipt of the damaged equipment, our global repair center will conduct a thorough inspection to assess the cause of the malfunction.
- If the damage is determined to be due to misuse, the repair will not be covered under the service contract.

##### **2. Quotation for Repair:**

- A detailed repair quotation will be provided, outlining the fixed cost required to restore the equipment to its operational condition.
- The quotation will include a breakdown of parts, labor, and any additional costs.

##### **3. Approval and Payment:**

- The repair process will commence only after receiving written approval and payment from the customer for the quoted amount.
- Any delays in approval may extend the repair timeline.

##### **4. Completion of Repairs:**

- Once the repairs are completed, the equipment will undergo quality assurance checks to ensure it meets operational standards.
- The repaired equipment will then be shipped back to the customer, with shipping costs and insurance covered as per the standard service plan.