



NOTE: Please see reverse side for return policy

All other correspondence must be sent to: 4555 Riverside Drive, Palm Beach Gardens, FL 33410

PLEASE INCLUDE INVOICE NUMBER ON YOUR CHECK



TERMS AND CONDITIONS OF SALE

The following are the terms and conditions by which Biomet 3i, LLC d/b/a ZimVie Dental ("ZimVie Dental") sells its products:

- GOVERNING TERMS.** Any shipment of products shall be deemed to be on the terms and conditions stated herein (the "Terms of Sale"). Any and all terms and conditions submitted by Purchaser, whether or not conflicting with these Terms of Sale, are hereby rejected.
- TAXES.** The prices set forth herein do not include any sales, use, value-added, excise, consumption, customs duties, ad valorem, regulatory, property or other taxes, duties or charges applicable to the sale, use or delivery of the product, all of which shall be paid by Purchaser separately or added to the contract price and paid by Purchaser to ZimVie Dental, as applicable.
- PRICES.** The prices set forth for the products are in United States Dollars. All prices published by ZimVie Dental or quoted by ZimVie Dental's representatives may be changed at any time without notice. All prices quoted by ZimVie Dental or ZimVie Dental's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for products will be as specified by ZimVie Dental or, if no price has been specified or quoted, will be ZimVie Dental's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of ZimVie Dental's original price quotation.
- REBATES AND DISCOUNTS.** This invoice may not reflect the net cost of products to the Purchaser. Purchaser will comply with all applicable laws and regulations relating to the accounting and application of discounts, including but not limited to all U.S. federal and state laws and regulations regarding reimbursement and proper reporting of discounting and pricing, such as the requirements of the discount "safe harbor" located at 42 C.F.R. 1001.952(h), as applicable, and any other local government laws and regulations. Pricing under this Agreement may constitute discounts on the purchase of products and must be properly reported and appropriately reflected as required by applicable law or contract.
- DELIVERY.** Notwithstanding anything to the contrary in any purchase order and unless alternative terms are agreed upon in a written instrument signed by Purchaser and ZimVie Dental, products sold hereunder shall be delivered according to the following Incoterms 2010: (A) FCA point of shipment if ZimVie Dental's carrier is used (including all shipments in the US and Canada); or (B) EXW point of shipment if Purchaser designates any alternate carrier. Purchaser shall assume responsibility for all subsequent delivery or shipping charges. Purchaser shall pay all costs of shipment and insurance, unless otherwise agreed to and documented in writing by an authorized representative of ZimVie Dental. Purchaser's receipt of the products provided hereunder will constitute Purchaser's acceptance of this Agreement.
- INTERCOMPANY DELIVERY.** With respect to deliveries among ZimVie Dental group affiliates only, legal title to, control over and the right of possession of the goods described in this order confirmation shall remain the seller's at its own risk, until the goods reach the port of entry. Costs for insurance, freight, duties, and other costs from the port of exit, if paid for by the seller, shall be reimbursed by the buyer as part of the purchase price unless otherwise expressly agreed. All charges caused by the buyer's delay in taking possession of goods at the port of entry shall be borne by the buyer.
- PAYMENT.** Payment terms shall be as set forth under the "Terms" section of the invoice. If no payment terms are specified in the invoice or in a written agreement between ZimVie Dental and Purchaser, payment terms are net thirty (30) calendar days from date of invoice. Payment shall be made in United States currency. Interest will be charged on past-due accounts at a monthly rate of 1.5% or the highest rate permitted by applicable law, whichever is lower, on the unpaid balance until paid in full. Purchaser shall pay ZimVie Dental all costs incurred by ZimVie Dental in collecting any past-due account from Purchaser, including all court costs and attorneys' fees.
- WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN THE "LIFETIME DENTAL IMPLANT WARRANTY PROGRAM" AVAILABLE AT www.zimmerbiometdental.com/warranty, NEITHER ZIMVIE DENTAL NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EXCEPT THAT ITS PRODUCTS SHALL BE FREE FROM DEFECTS IN MATERIAL AND/OR WORKMANSHIP ACCORDING TO THEIR SPECIFICATIONS. THIS WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER. IN THE EVENT OF A PRODUCT DEFECT OR NONCONFORMANCE, WHO NOTIFIES ZIMVIE DENTAL IMMEDIATELY UPON BECOMING AWARE OF THE DEFECT AND PRIOR TO RETURNING THE PRODUCT. DEVICES SHALL BE STERILIZED PRIOR TO RETURN. PRODUCT FAILURES MAY OCCUR FOR A VARIETY OF REASONS OTHER THAN DEFECT. PURCHASER ASSUMES ALL RISKS AND LIABILITY ARISING FROM THE USE OF THESE PRODUCTS, WHETHER USED SEPARATELY OR IN COMBINATION WITH OTHER PRODUCTS.
EXCEPT FOR THE WARRANTY EXPRESSLY DESCRIBED ABOVE, NEITHER ZIMVIE DENTAL NOR ANY OF ITS AFFILIATES MAKES ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE ZIMVIE DENTAL PRODUCTS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION, OR CONDITION OF THE PRODUCTS (OR ANY COMPONENT THEREOF) OR THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT USED OR INCLUDED THEREIN.
- CLAIMS, RETURNS & EXCHANGES.** Purchaser shall inspect all products delivered pursuant to these Terms of Sale. Any claim for nonconformity of products must be made by Purchaser in writing within 20 days of receipt of such products, and all ascertainable defects and nonconformities shall be stated with particularity in such writing or be deemed waived. Under no circumstances shall products be returned to ZimVie Dental without written permission. A claim that products are nonconforming shall not entitle Purchaser to deduct any sum from any invoice unless such claim has been allowed by ZimVie Dental in writing. Upon verification by ZimVie Dental of a defect or nonconformance, ZimVie Dental may repair, replace or, in its sole discretion, credit or refund to Purchaser the amount so allowed with respect to such defect or nonconformity. For U.S. direct customers only, products may be returned and/or exchanged pursuant to the policy available at: www.zimmerbiometdental.com/policies.
- LICENSES AND PERMITS.** The timely securing of permits, licenses or other local state or federal governmental approvals required in connection with Purchaser's use of any products hereunder shall be the sole responsibility of Purchaser and Purchaser shall bear the cost thereof. Unless otherwise agreed between ZimVie Dental and Purchaser, products sold hereunder are only for use in the United States.
- FORCE MAJEURE.** ZimVie Dental shall not be liable for any loss or damage due to failure or delay arising out of any cause beyond the reasonable control of ZimVie Dental. In the event of any failure or delay resulting from such causes, an equitable adjustment of delivery and any other appropriate terms and conditions shall be made. No such failure or delay shall be the basis for an increase in ZimVie Dental's obligations nor any termination by Purchaser.
- EXPORT RESTRICTIONS.** Only Purchasers which are ZimVie Dental authorized distributors receiving shipments outside of the U.S. and Canada shall have the authority to export or re-export products for which they have distribution rights. Such authorized distributors of ZimVie Dental products shall export and/or re-export products only within their permitted distribution territory, subject to country-specific registration and labeling requirements, and otherwise in compliance with all applicable local laws. No Purchaser shall knowingly transfer any products to any third party, intermediary or end user who intends to resell or carry the products into any jurisdictions (i) where such products are not registered, or, if applicable, (ii) outside their permitted distribution territory. Purchaser acknowledges that ZimVie Dental products may be subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of products from the United States and their re-export from other countries. Purchaser shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any product. Purchaser shall not, without first obtaining the required license to do so from the appropriate U.S. government agency: (i) export or re-export any product; or (ii) export, re-export, distribute or supply any product to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Purchaser shall, if requested by ZimVie Dental, provide information on the end user and end use of any product exported by the Purchaser or to be exported by the Purchaser. Purchaser shall cooperate fully with ZimVie Dental in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold ZimVie Dental harmless from, or in connection with, any violation of this Section by Purchaser or its employees, consultants, or agents.
- INDEMNIFICATION OF ZIMVIE DENTAL.** Purchaser shall indemnify, defend and hold harmless ZimVie Dental, its affiliates, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and court costs) brought by third parties to the extent arising from or in connection with: (i) the negligence or unlawful or willful misconduct of Purchaser, its agents, employees, representatives or contractors; (ii) use of a product in combination with equipment or software not supplied by ZimVie Dental where the product itself would not be infringing; (iii) use of a product in an application or environment for which it was not designed or cleared by regulatory authorities; (iv) product liability claims regarding third party manufactured goods incorporating a ZimVie Dental part or product as a raw material or component; or (v) modifications of a product by anyone other than ZimVie Dental without ZimVie Dental's prior written approval.
- LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL ZIMVIE DENTAL OR ANY OF ITS AFFILIATES BE LIABLE FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE AND FROM ANY CAUSE WHETHER BASED IN CONTRACT, WARRANTY OR TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY, EVEN IF ZIMVIE DENTAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- CONFIDENTIALITY.** The parties hereto shall hold in strictest confidence any information and materials that are related to the business of the other party hereto or are designated by any such party as proprietary and confidential, herein or otherwise. The terms and pricing set forth herein are confidential and must not be shared with any non-governmental third party without the prior written consent of ZimVie Dental unless required by operation of law.
- VALIDITY.** If any provision of these Terms of Sale is found to be illegal or unenforceable in any respect, such illegality or unenforceability shall not affect any other provision of these Terms of Sale, all of which shall remain enforceable in accordance with their terms.
- GENERAL PROVISIONS.** The purchase of the products and these Terms of Sale are governed by the laws of the State of Florida, without regard to conflicts of law principles. The U.N. Convention on the International Sales of Goods is not applicable to these Terms of Sale. This document incorporates all oral and written representations between the parties and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between the parties with respect to such subject matter. Purchaser may not delegate any duties nor assign any rights or claims hereunder without ZimVie Dental's prior written consent, and any such attempted delegation or assignment shall be void. In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. ZimVie Dental's failure to enforce, or ZimVie Dental's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. No amendment or modification may be made to this document unless in writing and duly executed by an authorized representative of ZimVie Dental.

Caution: Federal (U.S.) Law restricts these devices to sale by or on the order of a licensed healthcare practitioner. Devices labeled "STERILE" are certified to be sterile unless sterile package is opened or damaged.