

# ZB DENTAL INDIA PVT. LTD (ZIMVIE) TERMS AND CONDITIONS OF SALE

1. Definitions
- 1.1 **Consigned Inventory** has the meaning set out in clause 6.1
- 1.2 **Contract** means the contract for the sale and purchase of Goods as set out in clause 2.
- 1.3 **Customer** means the person or company whose name appears on the Order or customer account record under which the Order is placed.
- 1.4 **Delivery** means delivery of the Goods to Customer's delivery point stipulated in the Order and agreed to by Zimvie.
- 1.5 **Goods** means the goods and / or services agreed to be supplied by Zimvie to the Customer pursuant to the Contract.
- 1.6 **GST** means goods and sales tax or any other similar tax in India.
- 1.7 **Intellectual Property** means any and all intellectual property and information relating to the Goods, including, but not limited to, patents, designs, drawings, instruction booklets, specifications, circuit drawings, componentry, confidential information, other documentation, trade secrets, trademarks and copyright.
- 1.8 **Instruments** has the meaning set out in clause 6.2
- 1.9 **Order** means the Customer's purchase order.
- 1.10 **Shipment** means transfer of the Goods to the delivery carrier designated by Zimvie.
- 1.11 **Terms** means these standard terms and conditions of sale and any amendments agreed in writing by Zimvie.
2. **Contract**
- 2.1 An Order may be accepted or rejected by Zimvie at its sole discretion.
- 2.2 A Contract is formed on Zimvie's acceptance of an Order from the Customer, each governed by these Terms.
- 2.3 These Terms will prevail over any terms and conditions stated in or attached to the Order, request for quotation or other documentation or printed form supplied by the Customer, except where there is an existing written and signed quotation or agreement in place between Zimvie and Customer governing the Contract in which case the terms of that written quotation or agreement will prevail.
3. **Prices**
- 3.1 The prices set out in the price quotation, agreement, notified by Zimvie or invoice are subject to the delivery terms below. Applicable tax including GST will be charged additionally on rates as on invoicing date. The prices may change by Zimvie at its sole discretion without any notice unless the price quotation or agreement between the parties state otherwise.
- 3.2 Prices as set out in an invoice may be subject to additional discounts, rebates, credits, or other pricing concessions. Prices, unless otherwise expressly stated in a written quotation or otherwise notified by Zimvie, include any costs and charges for assembly, installation or additional goods and services, costs and charges of third party suppliers, insurance, GST or any statutory, sales tax, or other taxes, duties or impost, all of which shall be payable by Customer.
4. **Payment**
- 4.1 Payment of the price and any other amounts payable in relation to a Contract must be made in full within 60 days from the date of the invoice unless there is any written agreement between the parties to the contrary.
- 4.2 The Customer will, on demand by Zimvie, pay interest at the rate stipulated by Zimvie in the written quotation or agreement, or if not stipulated, at 1.5% per month, on any amounts due and unpaid, from the due date for payment until actual date of payment.
- 4.3 The Customer may not set off any money owing or alleged to be owed by Zimvie against money due by the Customer to Zimvie.
5. **Delivery and Risk and title to Goods**
- 5.1 Subject to availability of the Goods, Delivery of Goods supplied to Customer will be as expressly agreed by the parties.
- 5.2 All Delivery dates are estimates only and Zimvie is not liable for failure to deliver, or for delay in Delivery, howsoever arising.
- 5.3 Customer acknowledges that the Goods may be shipped and delivered by instalments and interim invoices may be issued to the Customer.
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- 6.2 All Delivery dates are estimates only and Zimvie is not liable for failure to deliver, or for delay in Delivery, howsoever arising.
- 6.3 Customer acknowledges that the Goods may be shipped and delivered by instalments and interim invoices may be issued to the Customer.
- 6.4 If the Customer refuses or is unable to accept Delivery in accordance with the terms of a Contract, the Customer will, in addition to being liable to pay for the Goods, be liable for freight, storage, insurance, interest and extra costs of handling that may be incurred as a result of such refusal or inability to accept Delivery.
- 6.5 Title to the Goods shall transfer to the Customer upon shipment of the Goods. Risk of loss passes to the Customer upon Delivery of the Goods.
- 6.6 If the Goods fail to be Delivered due to loss by the shipping carrier or otherwise, Customer's sole and exclusive remedy, and Zimvie's sole and exclusive obligation, will be to replace the lost Goods. No refunds will be issued.
- 6.7 If Customer fails to remit full payment for all Goods ordered from Zimvie, Customer shall be responsible for all additional legal and collections fees required to enable Zimvie to collect payment for any unpaid amounts.
- 6.8 Customer grants to Zimvie a security interest in the Goods until such time as full payment for the Goods is received by Zimvie. If the Customer fails to pay for the Goods in accordance with these Terms or any Contract, Zimvie or its nominee may without notice and without prejudice to any of their other rights and remedies repossess, recover and/or re-sell the Goods, and may enter the premises where the Goods are held by the Customer to seize the Goods  
(a) for that purpose.
7. **Consigned Inventory and Loan Instruments**
- 7.1 Zimvie may agree to supply Goods to the Customer on a consignment basis (**Consigned Inventory**). For the avoidance of doubt, risk in Consigned Inventory passes to the Customer in accordance with clause 5.1, and title passes at the time of use. The Customer must return the Consigned Inventory to Zimvie within 30 days of its delivery if unconsented.
- 7.2 Zimvie may also agree to the loan of surgical instruments (**Instruments**) to the Customer at no charge for use with Zimvie products only. Zimvie retains all right and title in and to Instruments at all times, with Customer holding them as a bailee only. Risk in Instruments passes to the Customer on delivery of the Instruments to Customer. The Customer must return the Instruments to Zimvie on demand.
- 7.3 The Customer accepts all risk of loss and full responsibility for the condition of, any shortages in and payment for, all Consigned Inventory and Instruments which are lost, damaged or modified as from the date of their delivery to the Customer (with fair wear and tear excepted in the case of Instruments). The Customer also accepts all risk of loss and full responsibility for the condition of, any shortages in and the payment for all Consigned Inventory which is withdrawn, opened or used. The Customer agrees to use its best efforts to (i) identify all Consigned Inventory and Instruments as being the property of Zimvie, and (ii) store Consigned Inventory and Instruments separately from the Customer's other property at the Customer's premises.
- 7.4 The Customer is responsible for:  
(a) maintaining Consigned Inventory and Instruments in good condition and for using reasonable care in their handling and storage, which shall be in a clean and secure environment and separate from any other product, instruments, devices and alike;  
(b) storing Consigned Inventory and Instruments in accordance with labelling and other manufacturer conditions supplied;  
(c) the proper sterilization of Instruments in accordance with applicable laws and standards prior to their use for any surgical procedure and also prior to return of the Instruments to Zimvie; and  
(d) ensuring all applicable laws, regulations and requirements are observed in relation to the storage, handling, sale and use of the Consigned Inventory and Instruments.
- 7.5 The Customer agrees to notify Zimvie within 48 hours of withdrawal, opening or use of any of the Consigned Inventory and at the same time provide Zimvie with an Order to facilitate invoicing. If notice or Order is not sent to Zimvie, but other circumstances indicate that the Customer has withdrawn, opened or used Consigned Inventory (for example Customer's surgery log books, or Zimvie's stock-take results), such withdrawal will constitute a purchase of that Consigned Inventory. Consigned Inventory must be withdrawn for use by the Customer on a first expired/first out basis.
- 7.6 The Customer's price list then in effect unless otherwise agreed.
- 7.7 Subject to provision of reasonable notice, the Customer grants Zimvie an irrevocable license and authority to enter Customer's premises to access Consigned Inventory and Instruments to undertake a monthly stock take.
8. **Cancellation**
- 8.1 The Customer may not cancel or amend an Order without Zimvie's written consent and if such consent is provided, Customer indemnifies Zimvie against all loss, costs and charges.
- 8.2 Zimvie reserves the right to change or modify the design of any of the Goods without obligation to furnish or install such changes or modifications on Goods sold to Customer.
9. **Exchange of Goods**
- 9.1 At the sole discretion of Zimvie, Zimvie may accept a request for exchange of Goods from a Customer.
- 9.2 A written exchange policy may be posted on Zimvie's website. In any case, all Goods requested for exchange must be in saleable condition (no staples, tape, ink, or marks of any kind) with manufacturing seals intact, unopened, undamaged, bearing original packaging, labels must be legible and undamaged, and products must be unexpired with remaining shelf life acceptable to Zimvie. Customers request for exchange of Goods must be accompanied by an offsetting order of same product family of equal value. Certain product types may be entirely excluded from exchange policies due to regulatory, legal or contractual prohibitions or limitations.
- 9.3 All sterilized Goods for exchange must have at least twelve (12) months shelf life remaining before the expiry date.
- 9.4 Tax authorities have announced cut off dates for giving GST benefits on credit notes. If returns are received after cut off date, then GST charged on the original invoice has to be borne by the Customer and thus will not be refunded by Zimvie.
- 9.5 The present clause excludes:  
(a) claims made under clause 10  
(b) Goods from regenerative portfolio such as RegenOss® Xenograft, RegenOss® Synthetic, Zimvie® Collagen, Osseoguard®, Osseoguard Flex®, Puros® All graft and Puros® Dermis. For avoidance of doubt, the Goods under regenerative portfolio are non-returnable and non-exchangeable.
10. **Intellectual Property and Personal Information**
- 10.1 The Customer acknowledges that all Intellectual Property and all right, title and interest therein is the sole property of or licensed by Zimvie and the Customer will gain no rights, title or interest in the Intellectual Property other than as set out in Clause 9.2.
- 10.2 The Customer may only use the Intellectual Property for the purposes contemplated by these Terms and not allow any third party to use the Intellectual Property unless prior written consent has been obtained from Zimvie.
- 10.3 The Customer must not and must not permit any person reasonably within its control nor procure any person to modify, copy, clone or reverse engineer the Goods or copy, modify or decompile any of Zimvie documentation relating to the Goods.
- 10.4 If the Customer provides personal information of the Customer, its personnel, officers, agents, patients or any other third party to Zimvie, the Customer agrees to Zimvie handling, using and disclosing that information for the purposes related to carrying out Zimvie obligations under these Terms and Contracts and in accordance with Zimvie privacy policy, available via Zimvie website at [www.zimviedental.com](http://www.zimviedental.com). Customer warrants that the Customer has obtained the relevant consents and such use by Zimvie will not violate any applicable laws or regulations or infringe on any third party rights.
11. **Warranty**
- 11.1 EXCEPT AS EXPRESSLY SET FORTH IN THE "LIFETIME DENTAL IMPLANT WARRANTY PROGRAM" AVAILABLE AT <https://www.zimviedental.com/warranty>. NEITHER ZIMVIE NOR ANY OF ITS AFFILIATES MAKE ANY 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 NOTICES ZIMVIE IMMEDIATELY UPON BECOMING AWARE OF THE DEFECT AND PRIOR TO RETURNING THE PRODUCT. DEFECTS 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.
- 11.2 EXCEPT FOR THE WARRANTY EXPRESSLY DESCRIBED ABOVE, NEITHER ZIMVIE NOR ANY OF ITS AFFILIATES MAKES ANY OTHER WARRANTY WITH RESPECT TO THE ZIMVIE 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.
- 11.3 When reporting a product complaint or requesting a replacement product under the warranty, the entire complaint questionnaire must be completed. The product must be returned to perform an adequate and relevant investigation. This includes invoice number, original product in sterilized condition, X-Ray/OPG, product reference code and batch information required for product investigation and for statistical analysis to ensure product safety.
12. **Default**
- 12.1 If the Customer defaults in any payment due to Zimvie or breaches any other term of the Contract or these Terms or is unable to satisfy any debts as they become due or if bankruptcy or insolvency proceedings are instituted by or against the Customer or the Customer makes or proposes to make any arrangement with its creditors, then Zimvie may, without prejudice to any other rights Zimvie has under the Contract, terminate the Contract and/or other contracts between Zimvie and the Customer. Payment for the Goods will become due immediately upon the Customer committing any act of bankruptcy, or the Customer (being a company) committing any act which entitles any person to apply to wind up the Customer, or a receiver of the Customer or any of its assets is appointed.
13. **Force majeure**
- 13.1 Zimvie will not be liable to the Customer in respect of any delay or failure to perform that results from any event or cause that is beyond the reasonable control of Zimvie.
14. **Compliance**
- 14.1 Zimvie and Customer each represent and warrant that neither of them nor any of their employees, agents or affiliates, will violate any applicable anti-corruption laws, regulations or provisions including the applicable laws of the United States of America, the United Kingdom, or any country which is or will become a signatory to the OECD Convention on Combating Bribery of Foreign Public Officials, in relation to the performance of any obligation under these Terms or Contract.
- 14.2 The Customer agrees that it will not exchange or re-sell the Goods (including Consigned Inventory and Instruments) to any unrelated third party not being the end user.
15. **Choice of law and jurisdiction**
- 15.1 The validity, interpretation and construction of these Terms and the Contract will be determined by the laws of India.
- 15.2 Any claim or dispute arising out of or relating to these Terms or any Contract made thereunder, if not finally settled by mutual agreement of the parties within 30 days of the notification of the claim or dispute by one party to the other, may be referred by either party to the same and, if so referred, finally resolved by arbitration in Mumbai wherein Zimvie will appoint an independent sole arbitrator. Arbitration to be held in accordance with Arbitration and Conciliation Act 1996 (or any replacement law) and language to be English.
- 15.3 The parties agree that any arbitral award will be considered final and will be enforceable in any appropriate judicial court.
- 15.4 Nothing in this clause will prejudice the right of either party to apply to a court at any stage for urgent injunctive or declaratory relief.
16. **General**
- 16.1 Customer acknowledges and accepts that any term or part of this Contract that relates to Goods manufactured by Zimvie may not apply to the purchase of third party Goods.
- 16.2 If a clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms, but the rest of these Terms are not affected.
- 16.3 Any notices under the Contract must be in writing and must be sent by post, email to the address, fax or email of the other party.
- 16.4 For any issue/query details, Customer may contact [customer@zimviedental.com](mailto:customer@zimviedental.com)
- 16.5 Where there is more than one Customer under the Contract, then the liability of each Customer will be joint and several.
- 16.6 The Contract cannot be assigned or transferred by the Customer without the prior written consent of Zimvie. Zimvie may assign, in its sole discretion, (i) any or all of its rights and interests hereunder (but not its obligations) to any direct or indirect wholly-owned subsidiary of Zimvie so long as such direct or indirect wholly-owned subsidiary has agreed to perform those obligations of Zimvie under the Contract that pertain or are related to the rights and interests so assigned; and (ii) all of its rights, interests and obligations hereunder to any of its affiliated company or other company that is the successor to Zimvie's spine and dental businesses in connection with the spinoff or separation of such businesses, in which case, upon the assumption by such affiliated company or other successor company of such obligations, Zimvie shall be released and discharged in full from such obligations.

BANK NAME: HSBG BANK

BANK ACCOUNT NUMBER: 054 363791 001

IFSC CODE: HSBG0110005

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