

Irriguide Lab, LLC Terms and Conditions of Sale

1. **Governing Terms.** Any shipment of Irriguide Lab, LLC products and delivery of services (as applicable) shall be deemed to be on the terms and conditions stated herein (the "Terms of Sale"). Any and all terms and conditions submitted by the purchaser, whether or not conflicting with these Terms of Sale, are hereby rejected.
2. **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 Irriguide Lab, as applicable.
3. **Prices.** Pricing for Irriguide Lab products and services will be estimated at the time of order and further confirmed after the order is reviewed for feasibility, complexity and other relevant factors. Irriguide Lab does not invoice or charge a customer's credit card until the pricing is confirmed and the product or services have been shipped or completed, respectively. The prices set forth for the products and services are in United States Dollars unless otherwise indicated. All prices published by Irriguide Lab or quoted by Irriguide Lab's representatives may be changed at any time without notice. All prices for products will be as specified in writing by Irriguide Lab or, if no price has been specified or quoted, will be Irriguide Lab's list price in effect at the time of shipment. The online list price is an estimate and may or may not represent the prevailing price in any specific geographical market or point in time. 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 Irriguide Lab's original price quotation. Prior to manufacturing and shipping the order, Irriguide Lab will notify the customer and request confirmation of the corrected pricing if adjustments to the originally quoted price are necessary due to the above factors, unforeseen complications or patient-specific anatomical needs.
4. **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 US 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 CFR 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.
5. **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 Irriguide Lab, products sold hereunder shall be delivered according to the following Incoterms 2010: (A) FCA point of shipment if Irriguide Lab'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. Title to the products

shall transfer to the purchaser upon shipment at the point of shipment. Purchaser shall pay all costs of shipment and insurance, unless otherwise agreed to and documented in writing by an authorized representative of IrriGUIDE Lab or in a written contract between the parties. Final shipping charges are determined only after the products ordered have completed production. IrriGUIDE Lab will endeavor to select the least expensive shipping option available by its contracted carrier to meet Purchaser's requested delivery date, but is not responsible for shipment delays caused by the carrier.

6. 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 IrriGUIDE Lab and purchaser, payment terms are "due upon receipt." Payment shall be made in US currency. For any payment more than 30 days past due, IrriGUIDE Lab reserves the right to charge 1.5% interest per month or, if lower, the highest rate permitted by applicable law, on the unpaid past due balance until paid in full. Purchaser shall pay IrriGUIDE Lab all costs incurred by IrriGUIDE Lab in collecting any past-due account from purchaser, including all court costs and attorneys' fees.

7. Warranty. IrriGUIDE Lab, LLC makes no 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 IrriGUIDE Lab immediately upon becoming aware of the defect and prior to returning the nonconforming product. Product shall be sterilized prior to return. Product failures may occur for a variety of reasons other than defect or nonconformance. Purchaser assumes all risks and liability arising from the use of IrriGUIDE Lab products and/or services, whether used separately or in combination with other products or services. Neither IrriGUIDE Lab nor any of its affiliates makes any other representation or warranty with respect to the IrriGUIDE Lab products or services, express or implied, written or verbal, 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 the infringement of any patent, copyright, or other proprietary right used or included therein.

8. 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 the 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 IrriGUIDE Lab 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 IrriGUIDE Lab in writing. Upon verification by IrriGUIDE Lab of a defect or nonconformance, IrriGUIDE Lab may repair, replace or, in its sole discretion, credit or refund to purchaser the amount so allowed with respect to such defect or nonconformity.

9. 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 IrriGUIDE Lab and purchaser, products sold hereunder are only for use in the US.

10. Force Majeure. IrriGUIDE Lab shall not be liable for any loss or damage due to failure, nonperformance or delay arising out of any cause beyond the reasonable control of IrriGUIDE Lab. In the event of any nonperformance, failure or delay resulting from such causes, an equitable adjustment of delivery and any other appropriate terms and conditions shall be made at IrriGUIDE Lab's discretion. No such failure or delay shall be the basis for an increase in IrriGUIDE Lab's obligations nor any termination by purchaser.

11. Export Restrictions. Only purchasers which are IrriGUIDE Lab authorized distributors receiving shipments outside of the US and Canada shall have the authority to export or re-export products from which they have distribution rights. Such authorized distributors of IrriGUIDE Lab 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 call the products into any jurisdictions (i) where such products are not registered, or, if applicable, (ii) outside their permitted distribution territory, purchaser acknowledges that IrriGUIDE Lab products may be subject to export controls of the US government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the US Department of Commerce (the EAR), which may restrict or require licenses for the export of products from the US 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 US 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 US government. Purchaser shall, if requested by IrriGUIDE Lab, provide information on the end user and end use of regulations, and shall indemnify and hold IrriGUIDE Lab harmless from, or in connection with, any violation of this section by purchaser or its employees, consultants, or agents.

12. Indemnification of IrriGUIDE Lab. Purchaser shall indemnify, defend and hold harmless IrriGUIDE Lab, 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 IrriGUIDE Lab where the product itself would not be infringing; (ii) 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 IrriGUIDE Lab part or product as a raw material or component; or (v) modifications of a product by anyone other than IrriGUIDE Lab without IrriGUIDE Lab's prior written approval.

13. Limitation of Liability. Under no circumstances shall IrriGUIDE Lab 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 IrriGUIDE Lab has been advised of the possibility of such damages.

14. 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, and which are not publicly available. 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 IrriGUIDE Lab unless required by operation of law.

15. 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.

16. General Provisions. The purchase of the products and these terms of sale are governed by the laws of the state of Illinois, without regard to conflicts of law principles. The UN Convention on the International Sales of Goods is not applicable to these terms of sale. This document incorporates all oral and written representatives 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 IrriGUIDE Lab'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. IrriGUIDE Lab's failure to enforce, or IrriGUIDE Lab'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 IrriGUIDE Lab. Caution: Federal (US) Law restricts these devices to sales by or on the order of a licensed healthcare practitioner. Devices labeled 'sterile' are certified to be sterile unless the sterile package is opened or damaged.