

## GENERAL TERMS AND CONDITIONS

All our quotations, sales and deliveries are subject to these General Terms and Conditions. Our General Terms and Conditions shall apply exclusively. Any terms and conditions of Customer, which deviate from these General Terms and Conditions or provide additional terms, are hereby expressly rejected. Neither our failure to object to Customer's terms and conditions, nor our delivery of products nor performance of services shall be deemed an acceptance of any Customer's terms and conditions. These General Terms and Conditions shall also apply to any future transactions with customer.

### Section 1 – General

(1.1) Oral questions are subject to our written order confirmation.

(1.2) Any orders by customer shall become effective only if confirmed by us in writing. Written quotations or order confirmations may only be modified or amended in writing.

(1.3) All returns require our prior written authorization. Special order instruments are not returnable. If product is returned within 30 days of purchase due to an error by RIWOspine, no restocking fee will be assessed. If product is returned after 30 days due to an error by RIWOspine, a 15% restocking fee applies. If an item is returned within 30 days of purchase due to customer error, a 15% restocking fee will be assessed unless a replacement of equal or greater value is ordered at the time the RA is requested. If an item is returned after 30 days due to customer error, a 30% restocking fee will be assessed unless a replacement of equal or greater value is ordered at the time the RA is requested. If an item is returned after 90 days, it is within Manufacturer's sole discretion to accept the return. All sterile product sales are final and cannot be returned. The above applies to only unused unopened product. If the returned product is inactive or used, a "used/old equipment allowance" will be given.

(1.4) These General Terms and Conditions, including without limitation the limited warranty stated in Section 5 and the limitation of liability stated in Section 8, shall also apply to products and instruments that are supplied to Customer as samples, on loan or for demonstration purposes.

### Section 2 – Delivery

(2.1) Any time or date for delivery quoted by us shall begin to run only upon Customer's satisfaction of all Customer's obligations of cooperation, in particular clarification of all technical aspects. If we have quoted a definite delivery date, any delay caused by Customer shall extend the delivery date by an equivalent time.

(2.2) Unless otherwise agreed, all deliveries are FOB our warehouse. Risk of loss shall in any event pass to Customer upon the earlier of (i) our notice that the products have been placed at Customer's disposal or (ii) when the products leave our warehouse.

(2.3) At our option, delivery may be made in partial shipments.

(2.4) All delivery dates are subject to change for any cause which is unforeseen or beyond our control or beyond the control of any of our suppliers or subcontractors, including but not limited to shortages of raw material or energy, mechanical breakdowns or damages to machinery, labor disturbances (strikes, lockouts), acts of God or other circumstances that significantly hinder or render impossible our performance. The occurrence of any of the foregoing events shall suspend performance of our obligations during the continuance of such event and shall extend the time or date for delivery to a corresponding time period. If any of the afore described events continues for more than three (3) months. Customer may, after having given us a reasonable extension of time for delivery, cancel the order. In no event shall we be liable for any damages rising out of such cancellation.

(2.5) In the event of the Customer's failure to accept the ordered products, we shall, in addition to any other remedies we may have under applicable law, be entitled to (i) sell the products at any price we, in our sole discretion, shall deem acceptable or (ii) store the products, at Customer's expense, in a warehouse selected by us in our sole discretion.

### Section 3 – Prices, Payment

(3.1) Except as otherwise expressly agreed upon, our prices are net prices, FOB our warehouse. Any sales taxes or similar governmental charges, and any expenses, freight, packaging, insurance and assembly will be charged in addition. Packaging material will be charged at cost price.

(3.2) Unless otherwise provided in the order confirmation, the purchase price shall be payable within thirty (30) days of the invoice date.

(3.3) Payment shall not be deemed to have been received by us unless and until the respective amounts have been finally credited to us. All bank fees and charges shall be borne by Customer.

(3.4) Upon the Customer's failure to make payments when they are due, unpaid amounts shall bear interest at the rate of two (2) percentage points over the prevailing prime rate of the Fifth Third Bank, Chicago.

(3.5) If we, in our reasonable discretion, shall determine that the financial condition of Customer at any time jeopardizes Customer's ability to perform any of its obligations to us, we may require cash payment, immediate payment of the entire balance, and/or furnishing collateral satisfactory to us.

(3.6) Customer's failure to pay timely and fully any invoice shall operate to make all our other outstanding invoices to Customer immediately due and payable and, at our sole discretion, shall be grounds for cancellation of any further performance by us.

(3.7) Our receipt and acceptance of partial payments shall not constitute a waiver of any of our rights set forth herein or available to us under applicable law.

(3.8) Any collection expenses, including reasonable attorney's fees, shall be borne by Customer.

(3.9) Any product returned for credit is subject to restocking fees equal to 15% of original invoice for new equipment and 30% for used equipment. Sterile item sales are final, and sterile product cannot be returned.

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Section 4 – Grant of Security Interest

(4.1) Customer hereby grants to us security interest(s) in all products sold to the Customer, including any replacement parts or accessories thereto, currently or hereafter held by Customer (including any returned or repossessed products), and in any proceeds therefrom (including proceeds which Customer received as payment from an insurer or third party, for or as a result of the partial damage or loss of the products), to secure payment of the entire purchase price for all products currently, previously or hereafter delivered by us to Customer and secure all costs, expenses or other charges payable by Customer to us.

(4.2) Customer shall execute and deliver such instruments, in particular financing statements, as shall be required by us to perfect our security interest(s) in the products.

(4.3) Customer hereby acknowledges that we will prepare, execute, deliver and file any and all documents required or necessary to create, perfect, preserve and enforce our security interest in the product until such time as the product is fully paid by and title has transferred to Customer.

(4.4) Any collection expenses incurred by us shall be borne by Customer. Such collection expenses shall include our reasonable costs and expenses (including reasonable attorney's fees and court costs) for pursuing, searching for, receiving, taking, keeping, storing, advertising and selling the products as well as any deficiency resulting from a sale of the products. The reasonable costs and expenses (including reasonable attorney's fees and court costs) incurred by us in any defense against third party claims to the product shall also become part of the Customer's indebtedness to us.

(4.5) For the duration of any security interest(s) so retained by us, Customer shall insure the products for their full value against all risks customarily insured against in Customer's industry, and the respective insurance policies of Customer shall name us as an additional insured.

Section 5 – Limited Warranty

(5.1) Subject to the other clauses contained in the Section 5, we warrant that our products are free from defects in workmanship and materials under normal use and service, excepting ordinary wear and tear, and inappropriate, incorrect or excessive use or application.

(5.2) Customer must inspect all products delivered without delay and notify us in writing of any defects. We shall not be liable in any way if Customer fails to inspect the products upon receipt or fails to notify us in writing of any defect within seven (7) days of delivery.

(5.3) In the event that we agree that a defect exists, we will, at our sole discretion, correct the same by repairing the defect in the products or by delivering replacement products.

(5.4) The cleaning fee provided for in Section 6.5 shall also apply to returns for products under warranty.

(5.5) This warranty does not cover damages or defects caused by or resulting from (i) unauthorized repairs, service, maintenance, alterations, or modifications of the products, except as authorized by us (ii) negligence, accident, abuse, misuse, improper, unsuitable or abnormal usage or maintenance of the products, (iii) failure to conform strictly to our specifications and instructions with respect to the installation, operation, use, maintenance and/or repair of the products, including replacement of any parts unless authorized by us and by a part supplied or specified by us, (iv) exposure of the products to unreasonable temperatures or conditions, and (v) maintenance and usage past the normal life span of the products.

(5.6) Subject to Section 6.6, all warranties hereunder shall remain in effect for a period of one (1) year after the date of delivery, with the exception of video cameras (2-years) and Bi-polar cables (90 days). Video accessories manufactured by other parties carry the original manufacturer's warranties.

(5.7) THE REMEDIES AND EXCLUSIONS SET FORTH IN THIS SECTION 5 ARE CUSTOMERS SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF ANY BREACH OF THE WARRANTIES PROVIDED ABOVE. EXCEPT FOR THE WARRANTY PROVIDED ABOVE WE DISCLAIM ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY EXPRESSLY DISCLAIMED.

Section 6 – Repair, Replacement and Spare Parts

(6.1) REPAIRS MADE BY US AND PARTS DELIVERED SEPARATELY BY US ARE SUBJECT TO ALL OF THESE GENERAL TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION THE LIMITED WARRANTY STATED IN SECTION 5 AND THE LIMITATIONS OF LIABILITY STATED IN SECTION 8.

(6.2) Any necessary or desired repair of and/or part replacement in our products may only be handled by us (or, directly, by Richard Wolf Medical Instruments), unless we have expressly authorized Customer to do so in writing. If we have so authorized Customer, (i) products must only be repaired in strict conformance with our specifications and instructions and (ii) parts must only be replaced by parts supplied or specified by us (or Richard Wolf Medical Instruments) and in strict conformance with our specifications and instructions, in each case including post-repair and/or post replacement testing and recalibration. Failure to follow this requirement can be dangerous to Customer, Customer's personnel and Customer's patients and voids the warranty for the product repaired or in which the part was replaced and, if the part was supplied by us, for that part.

(6.3) Unless we have expressly authorized a repair and/or part replacement by Customer, and if Customer fails to follow the other procedures provided in Section 6.2, we shall not incur any liability whatsoever based on the repair of or the replacement of parts in our products by Customer or by third parties.

(6.4) Delivery by us of technical documents such as circuit or other design diagrams does not constitute authorization for replacement of parts or for repair.

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(6.5) WE REQUIRE THAT ALL INSTRUMENTS BE CLEANED AND STERILIZED BEFORE BEING RETURNED TO US FOR REPAIR. INSTRUMENTS RECEIVED IN AN UNSANITARY CONDITION ARE SUBJECT TO A CLEANING FEE TO BE PAID BY CUSTOMER.

(6.6) All warranties for repair work performed by us shall remain in effect for a period of six (6) months after the required product was returned to Customer.

Section 7 – Installation

(7.1) Customer shall, at its own cost provide all materials and incidentals including but not limited to, special electrical wiring and shall furnish all permits, licenses or other governmental authorizations necessary to permit installation and operation of our products in accordance with our specifications and with applicable laws.

(7.2) We offer no warranty and assume no liability for the fitness or adequacy of the premises (or the utilities available at such premises) in which the products are to be installed, used or operated. Customer shall indemnify and hold us harmless against any loss, damage, or claim arising out of the condition of the premises or such utilities.

Section 8 – Limitation of Liability

EXCEPT AS EXPRESSLY AGREED UPON, UNDER NO CIRCUMSTANCES SHALL WE HAVE ANY LIABILITY WHETHER DIRECTLY OR BY WAY OF INDEMNITY, FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, STRICT OR PRODUCTS LIABILITY, INFRINGEMENT OF PATENTS, TRADE SECRETS, TRADEMARKS, COPYRIGHTS OR OTHER PROPRIETARY RIGHTS OR ANY OTHER LEGAL THEORY IN CONNECTION WITH THE PURCHASE, INSTALLATION OR USE OF THE PRODUCTS OR IN CONNECTION WITH OUR PERFORMANCE UNDER OUR ORDER CONFIRMATION. THESE GENERAL TERMS AND CONDITIONS, OR ANY BREACH OR DEFAULT THEREUNDER OR HEREUNDER.

Section 9 – Applicable Law Venue, Severability

(9.1) The business relationship between us and the Customer shall be governed by, and construed in accordance with, the laws of the State of Georgia without giving effect to its conflict of laws provisions.

(9.2) The invalidity or unenforceability of any one or more provisions of these General Terms and Conditions shall not effect the validity or enforceability of the remaining provisions hereof.