

PURCHASE ORDER TERMS AND CONDITIONS

These purchase order terms and conditions are applicable to:

Lumenis Ltd.

Israeli registration no. and VAT no.: 520042557

6 Ha'Kidma St., P.O.B. 240, Yokneam Industrial Park, Yokneam 2069204, Israel

Galil Medical Ltd.

Israeli registration no. and VAT no.: 512410143

1 Ha'Tavor St., P.O.B. 224, Yokneam Industrial Park, Yokneam 2069203, Israel

- 1) DEFINITIONS. “**Buyer**” means Lumenis Ltd., or Galil Medical Ltd.; “**Seller**” means the person, firm, company or any other entity to whom the order is addressed. The “**Order**” means the purchase order to which these terms and conditions are attached, including any other attachments. “**Goods**” means: (a) all materials, supplies, articles, goods, products, components, supplies, drawings, designs, prototypes, models, data, documents, and/or other deliverables furnished or to be furnished under the Order to Buyer (“**Tangible Goods**”); (b) all services (including design, delivery installation, inspection, testing, etc.) specified on, or required to be furnished under the Order (“**Services**”); and (c) all software programs, applications, tools and databases licensed or otherwise transferred to Buyer under the Order (“**Software**”) and all related development, support and maintenance services (“**Software Services**”). “**Specifications**” means the specifications in the part number and revision-level controlled drawing for the applicable Goods that is referenced on the Order and/or other writings, drawings, etc. provided by Buyer to Seller on or before issuance of the Order and all requirements of any Laws. “**Laws**” means any laws, ordinances, regulations, standards, permits, certificates, licenses and government approvals and inspections, including, without limitation, those specified in Section 22 herein. “**Export/Import Laws**” means, collectively, all export/import (including re-export) laws, sanctions, regulations, orders, and authorizations, (including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) that are applicable to the export or import of goods, software, technology, or technical data or services. “**Disposal Regulations**” means, “**RoHS**” (the most updated EU Directive/s on restriction on the use of certain Hazardous Substances in electrical and electronics equipment); “**WEEE**” (the most updated EU Directive on Waste Electrical and Electronic Equipment); “**REACH**” (the most updated EC Regulation on Registration, Evaluation and Authorization of Chemicals); EU Member States’ implementations of the foregoing; or other regulations or standards dealing with recycling or disposal of materials or equipment, as separately to the Seller by the Buyer.
- 2) GENERAL. (a) This Order is placed, subject only to the terms and conditions included herein and any statement of work, plans, specifications, and other documents, to the extent the same are incorporated by reference on the face of this Order. The reference to any proposal from Seller (if any), is only for the purpose of specifying basic information concerning price, the description of the Goods, quantities, terms of delivery and then, only as such terms are consistent with the terms and conditions herein. In the event of contradiction between these general terms and conditions and specific provisions on the face of the Order, or specific contract/agreement mutually signed by both Parties, the specific provisions shall prevail. (b) Any of Seller's terms and conditions which are in addition to or are construed as proposals for addition to this Order are hereby rejected and will not be binding unless agreed to in writing by the Buyer and appear on the Order or in its referenced attachment. (c) The earliest of the following shall constitute acceptance by Seller of these Order terms and conditions: (i) Seller’s commencement of performance under this Order, or (ii) Seller returns a signed acknowledgement of this Order, or (iii) Seller accepts any payment for the Goods or any part thereof.
- 3) SPECIFICATION OF GOODS. Goods are to be supplied complete in all respects in accordance with the Order and in compliance with any applicable Laws. The Buyer may refuse to accept any Goods delivered which are not in accordance with the Specifications and/or not in compliance with the applicable Laws and/or manufactured from materials not in compliance with the applicable Laws.

- 4) FACILITIES AND SPECIAL EQUIPMENT. The Seller confirms that it now has, or can readily obtain, without assistance of the Buyer, all facilities, tools and special equipment necessary for the timely performance of this Order. Special dies, tools, moulds, patterns and the like used in manufacture of any Tangible Goods herein ordered shall be furnished by and at the expense of the Seller, unless otherwise agreed in writing with the Buyer.
- 5) BUYER FURNISHED PROPERTY AND/OR MATERIALS. Any (i) materials and/or property furnished by the Buyer, on other than a charge basis, and (ii) items purchased by Seller for Buyer under this Order, in connection with this Order (collectively, "**Buyer Property**"), will be deemed loaned to the Seller for purposes of the Order only and title thereto shall at all times remain with the Buyer. Seller shall not dispose of any such Buyer Property without Buyer's prior written consent. Seller shall return any Buyer Property to Buyer whenever requested by Buyer and, in any event, upon completion of Seller's obligations under this Order. Buyer shall have the right to enter Seller's premises and remove Buyer Property at any time without being guilty of trespass or liable to Seller for damages for any sort. Seller agrees to fully compensate Buyer for such Buyer Property which is not returned to Buyer either as originally loaned (except for reasonable wear and tear due to the utilization of the same in accordance with the provisions of this Order and for the purpose of this Order only) or as an integrated part of Goods ordered.
- 6) POLICIES; SAFETY AND SECURITY. If Buyer provides Seller any of Buyer's policies and/or code of conduct (collectively, "**Policies** "), Seller shall: (i) comply with the Policies; (ii) provide copies of the Policies to any of Seller's employees, agents and subcontractors ("**Seller's Representatives**") who will be providing Goods, (iii) enforce such Seller's Representatives' compliance with the Policies, and (iv) maintain records of training such Seller's Representatives to all of the Policies and make such records accessible for Buyer's review and inspection upon its reasonable notice to Seller. If Seller or any of Seller's Representatives are required to enter Buyer's premises to fulfil the requirements of this Order, such Seller's Representatives shall abide by Buyer's security and safety procedures and requirements. At all times that such Seller's Representatives are on Buyer's premises, (i) Seller shall comply with all laws and regulations with respect to tax withholding, unemployment insurance and workers compensation; and (ii) Seller shall maintain public liability and property damage insurance satisfactory to Buyer. However, the procurement of such policies shall not be deemed as releasing the Seller from its responsibilities with respect to the property of the Buyer.
- 7) PACKING MARKING AND SHIPPING. Unless the Seller advises the Buyer in writing to the contrary, the prices quoted by the Seller shall include the packing of the Tangible Goods in containers suitable for export via air, sea or ground freight (as applicable), as well as labelling and marking in accordance with Buyer's requirements and delivery in accordance with the Order. Seller further agrees to bear transportation charges as per the applicable Incoterms. Seller will dispatch the Tangible Goods to the authorised shipper as per Buyer instructions appearing on the face of the Order, or in the absence of such instructions, by the route and method of transportation sufficient to meet applicable delivery dates utilizing the lowest appropriate, available transportation costs. Excess transportation costs otherwise incurred will be charged to Seller or applied as a set-off from any amount due from Buyer to Seller. When usual terms or tariffs do not include insurance, shipments must be forwarded properly insured to their full sales price hereunder at Seller's expense. No charge shall be incurred for freight, shipping, packing, insurance, boxing, storage or drayage unless authorized by Buyer in advance in writing.
- 8) INVOICES AND SHIPPING DOCUMENTS. Unless otherwise specified on the front of this Order or agreed by the parties, a separate invoice shall be issued by Seller for each shipment, and billing for partial shipment will not be honored by Buyer. Except as otherwise agreed in writing by Buyer, Seller shall not issue an invoice prior to shipment of Goods and no payment will be made by Buyer prior to its receipt of the Goods and a correct invoice. Invoices must contain at least the type and quantity of the Goods, Buyer's order number and line-item number, and the following as applicable: (i) the shipping route, number of packages, serial numbers, manufacturer's parts numbers and size and unit price for each of the Tangible Goods, (ii) the hours worked, cost of materials provided if the Order indicates that such costs are reimbursable, and reimbursable expenses for the Services and Software Services if the Order indicates that such expenses are reimbursable and are pre-approved by Buyer; and (iii) the term, scope and nature of the Software licensed. For any shipment of Tangible Goods, (i) one copy of the packing list must be attached to the outside of the package, and an additional copy should be placed inside the same package; (ii) two copies of invoice (one of which should be signed original) and two copies of the packing list must be attached to airway or transportation documents accompanying shipment; and (iii) one signed copy of the invoice and one copy of the packing list should also be sent via fax or e-mail directly to Buyer's purchasing department within 24 hours

following shipment. Failure to comply with the above will may result in payment delays by Buyer, and such delays shall not subject Buyer to any penalty, interest or additional charge. Buyer's failure to object to provisions in Seller's quotation, invoice or other communications which conflict with the terms of the Order shall not be deemed a waiver of the terms and conditions of the Order, which shall prevail.

9) INSPECTION, TESTING AND ACCEPTANCE.

(a) Buyer may elect to inspect Tangible Goods before and/or after delivery and acceptance. Upon discovery by Buyer that the Tangible Goods contain any defect (patent or latent) or fail to meet the Specifications or conform to the warranties in this Order or under law, Buyer shall have the right to: (i) reject the Tangible Goods, or if the Tangible Goods have been accepted by Buyer, return them to Seller at Seller's risk and expense and recover all freight, storage, handling and other expenses incurred by Buyer and be relieved of any payment for the purchase price therefor, or, if payment has been made, recover the purchase price so paid; (ii) require Seller to correct the defect or non-conformance at no cost to Buyer (Tangible Goods so returned shall not be replaced at Buyer's expense unless Buyer has provided a written replacement purchase order); (iii) withhold payment for such defective or non-conforming Tangible Goods; or (iv) cancel this Order.

(b) The performance of the Services and Software Services and the work product and deliverables from all Services and Software Services are subject to the review, evaluation and acceptance by Buyer, and final payment will not be made until after final acceptance. If the performance of the Services or Software Services fail to meet the Specifications of this Order or conform to the warranties in this Order or under law, Buyer shall have the right to: (i) require the re-performance of the Service or Software Services at Seller's expense until they are in conformance with such Specifications and warranties; (ii) contract with a third party to perform Services or Software Services to correct or replace the work product at Seller's expense; (iii) withhold payment for such defective or non-conforming Services or Software Services; or (iv) cancel this Order.

(c) The Software is subject to testing, evaluation and acceptance by Buyer, and payment will not be made until after final acceptance. If the Software fails to meet the Specifications of this Order, the documentation for the Software, or conform to the warranties in this Order or under law, Buyer shall have the right to: (i) require Seller to deliver a new copy of the Software at Seller's expense; (ii) require Seller to fix, repair or otherwise cause the Software to perform as represented and warranted at Seller's expense; (iii) withhold payment for such defective or non-conforming Software; or (iv) cancel this Order.

(d) Buyer, at its sole discretion, may employ either 100% inspection of any Goods or a sampling plan approved by Buyer. Lots which fail to pass such sampling plan may be subsequently 100% inspected by Buyer. Seller will be charged for all such inspection costs. Should the Seller fail to promptly replace, correct, or reperform, as applicable, any defective or non-conforming Goods as directed by Buyer in accordance with the terms hereof, or to make alternative arrangements mutually agreed upon in writing between the Buyer and the Seller within a reasonable time, the Buyer, at its option, may require the Seller to indemnify the Buyer for all losses or damages resulting therefrom, including without limitation, costs incurred by Buyer for the replacement, reperformance or correction of such Goods. Exercise of the remedies set forth in this Section 9 shall not be exclusive and shall be in addition to any other remedies provided by law or equity which are available to Buyer. Notwithstanding prior payment, it is expressly agreed that payment shall not constitute final acceptance of the Goods by Buyer. Seller shall not again tender rejected or corrected Goods unless Seller discloses the former tender and rejection or requirement of correction. Upon Buyer's request, Seller shall promptly provide Buyer with a "return of material authorization" number (RMA) for any Goods returned in accordance with this Section 9. If Seller fails to provide such RMA, it shall be deemed as Seller's default.

(e) With respect to Goods which are to be used as direct materials as part of the BOM of any product of the Buyer ("**BOM Materials**"), Seller shall maintain an effective quality assurance system for control of material quality, assembly, testing, packaging and shipping, and routines for quality verification and corrective actions which is acceptable to the Buyer and/or its customer. Unless otherwise stated on the face of this Order and/or otherwise set forth in the applicable quality related policies of the Buyer, such quality assurance system shall be in accordance with the requirements of most updated ISO 13485 and/or any alternative relevant ISO standard for the type of the provided product / service. Any calibration lab shall comply with ISO 17025 or alternative standard (as applicable) , unless otherwise set forth in the applicable quality related policies of the Buyer. As part of the quality requirements

for Goods, Seller will include a Certificate of Compliance (COC) and/or a Certificate of Testing (COT) and/or a Certificate of analysis (COA) with each lot of BOM Materials. Seller shall keep all drawings and documents relevant to the BOM Materials specified in this Order for a period of seven (7) years from the last delivery. The following provisions shall apply to purchase of Goods which are BOM Materials: COC shall contain at least: Order details, Goods Details (P/N and revision) and a signed statement of conformance; COA shall contain at least analysis report to any raw material and/or coating or thermal treatment. Analysis COT shall contain at least: part number, revision, lot number, result of each individual sample with pass/fail criteria, tester name, date of signature. The Seller shall provide a RoHS compliance certification for the BOM Materials. BOM Materials with expiry dates shall be supplied with at least half of the shelf-life period.

- 10) CHANGES. Buyer, at any time, by written change order, may suspend work at any time before completion of the Order, or make changes to this Order, including quantities, drawings, specifications, delivery dates and methods of shipment and packaging of Goods. If the cost or delivery time is increased or decreased as a result of such change orders, an equitable adjustment in the Order price and/or delivery schedule will be made in the change order. If a price and/or delivery adjustment is not included in the change order, no increase in price or delay in delivery will be allowed. Any claim or challenge by Seller with respect to such adjustment or non-adjustment must be asserted by Seller in writing within 15 days from the date of the change order. This Order shall not be deemed or construed to be modified, amended, cancelled or waived, in whole or in part, except by a written change order hereto signed by the Buyer's authorised representative and nothing contained in this section shall excuse Seller from proceeding with the change order. Any major change in Seller's production processes or any other process regarding the Goods, such as: change in production site location, design changes, replacement of major subcontractor, change in one or more production processes, change that affect the Goods FFF (fit, form and function), requires the prior written approval of Buyer.
- 11) DELIVERY. (a) The terms of delivery are EXW (Incoterms 2010) Seller's facilities, unless otherwise stated on the face of this Order. (b) If Goods are not delivered or performed (as applicable) by the specified time, Buyer shall have the option of: (i) purchasing the Goods elsewhere and charging Seller with any loss resulting therefrom; (ii) approving in writing a revised delivery schedule; and/or (iii) cancelling this Order, or any part thereof, without prejudice to its other rights. With respect to any Tangible Goods, if Seller's deliveries fail to meet the delivery dates specified herein and as a result Buyer requires and Seller makes express and/or air shipments, partial shipments, or both, then Seller agrees to assume all resulting excess shipping charges. Invoices covering Goods shipped in advance of requested delivery schedules will not be paid until their normal maturity after the date specified for delivery. (c) Without derogating from Buyer's rights under this Order, or in accordance with applicable Law, Buyer may, at its sole discretion, cancel this Order in whole or in part, where there is a delay in delivery for any reason, and in such case, Seller shall have no right to claims against the Buyer for cancellation or any other charges. (d) Seller hereby acknowledges that the time of delivery under the Order is of the essence and that the Goods ordered are intended to be combined with other products and Goods the Buyer supplies to its customers. Therefore, Seller hereby agrees to indemnify Buyer for any losses and/or damages and/or expenses incurred by Buyer due to any delay by Seller in supplying the Goods. Delivery ahead of the schedules herein specified is subject to prior written approval by Buyer.
- 12) REPRESENTATIONS AND WARRANTIES.
- (a) Seller represents and warrants that: (i) it has the right to enter into the Order; (ii) its performance of the Order will comply, at its own expense, with the terms of any Laws to which it is or becomes subject; and (iii) it is acting on its own behalf as an independent contractor and is not acting as an agent for or on behalf of any third party in connection with the performance of this Order.
- (b) Seller represents and warrants that for a period of eighteen (18) months from the date of receipt of the applicable Goods by the Buyer, and except for latent defects (unless otherwise is specified in writing in this Order), all Tangible Goods: (i) are free from defects in workmanship, material, and manufacture; (ii) comply with the requirements of the Order, including the Specifications and samples furnished by either Buyer or Seller if Buyer has approved them for that purpose; (iii) where design is Seller's responsibility, are free from defects in design; (iv) consist only of new materials (unless the Specifications specify otherwise); (v) are of merchantable quality and fit and suitable for the purpose intended by Buyer. Seller shall maintain documentation of the manufacturing process (including dates, methods of manufacture, materials used, unscheduled interruptions or delays, and other factors that affect the quality, form, fitness, function and suitability of the Tangible Goods); and (vi) all Tangible Goods purchased are free from

liabilities of royalties; license fees; mechanics material and other liens; security interests; other encumbrances; and defects in title. These warranties: (a) constitute conditions to Buyer's acceptance of the Tangible Goods, (b) are in addition to all other warranties, whether express or implied, created by law, and (c) survive inspection of, acceptance of, and payment for, the Tangible Goods. Buyer's approval of the design, or of the BOM Materials, or of acceptance of the Tangible Goods does not relieve Seller of the warranties in this Section, nor does the waiver by Buyer of any Specification requirement for one or more items constitute a waiver of those requirements for the remaining items of Tangible Goods unless so stated by Buyer in writing.

(c) Seller represents and warrants that: (i) the Services and the Software Services will be provided in a professional manner by qualified personnel and comply with the requirements of the Order, including the Specifications; (ii) the deliverables from the Services or Software Services will not infringe or violate any third party patent, trademark, copyright, trade secret or other intellectual property right and will be free from liabilities of royalties and licensing fees other than any specified in the Order; and (iii) performance of the Services or Software Services will not violate or breach any contractual obligations of Seller, including those related to confidentiality, non-competition or intellectual property rights. These warranties survive inspection of, acceptance of, and payment for, the deliverables from the Services or Software Services and are in addition to all other warranties, whether express or implied, created by law.

(d) Seller represents and warrants that: (i) Seller has all rights necessary to grant the license to Buyer, free and clear of all liens, encumbrances and other claims; (ii) the grant of the license and use of the Software by Buyer, in accordance with the documentation provided, does not and will not infringe or violate any third party patent, trademark, copyright, trade secret or other intellectual property right and will be free from liabilities of royalties and licensing fees other than any specified on the front of the Order; (iii) the Software will operate in accordance with, and conform to, the documentation provided, the Specifications and other requirements of the Order; and (iv) the source code of the Software is the subject of an escrow agreement for the benefit of Seller's licensees. If requested by Buyer, Seller shall provide Buyer with information related to the escrow of the source code of the Software, including the name of the escrow agent and the conditions and procedures for Buyer to access the source code. These warranties survive inspection of, acceptance of, and payment for, the Software by Buyer and are in addition to all other warranties, whether express or implied, created by law.

13) INTELLECTUAL PROPERTY INDEMNIFICATION. Seller agrees to indemnify, defend and hold Buyer, Buyer's customers, Buyer's affiliates and their representatives, directors, officers, employees agents, successors and assigns ("**Indemnitees**") harmless against any loss, damage or liability (including any costs and/or expenses incidental thereto) incurred on account of any infringement of any patent or other proprietary rights with respect to any Goods furnished under this Order, provided that such Goods are not manufactured solely pursuant to a design furnished to Seller by Buyer. Seller also agrees that it will, at its own expense, defend the Indemnitees against any action, suit or claim in which infringement is alleged. Buyer shall notify Seller as to such suit or claim, as soon as practicable, provided, however, that failure to notify will not relieve Seller from its indemnification obligations, except to the extent Seller's rights and remedies were prejudiced by such failure. In case the Goods or any part thereof, are held to constitute an infringement or the use of the Goods or any part thereof is enjoined, Seller shall, at its own expense, either (1) procure for Buyer the right to continue using the Goods or any part thereof, (2) replace same with non-infringing Goods or parts thereof without impacting the form, fit or function of the Goods, or (3) modify the Goods so that they becomes non-infringing. Seller shall not be liable to Buyer only if the Seller proves that any infringement or claim thereof is based upon the use by Buyer of the Goods in combination with other items where such infringement or claim thereof would not have occurred from the normal use for which the Goods were designed. The right to the indemnification described in this Section is not exclusive, but instead is cumulative to all other rights of indemnification of the Indemnitees against Seller. The provisions of this Section shall survive delivery and payment.

14) LIMITATION OF LIABILITY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, IN NO EVENT SHALL BUYER BE LIABLE UNDER ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS ORDER (INCLUDING ANY THEORY OF CONTRACT, TORT OR STRICT LIABILITY) FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST REVENUE OR PROFITS, ATTORNEY'S FEES, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS), EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO

THIS ORDER, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO SELLER BY BUYER HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

- 15) PROPRIETARY RIGHTS, RIGHTS IN DATA AND CONFIDENTIALITY. (a) Seller agrees to disclose to Buyer all confidential processes and/or know-how and/or trade secrets and/or any invention, discovery, proprietary information and/or any tooling resulting therefrom made or developed by Seller in connection with the provision of Goods hereunder, or which relate in any manner to Buyer's business, Buyer Property, or Proprietary Information (collectively, "**Inventions**"). All patents, copyright, trade secrets, trademarks, or other intellectual property resulting from any Inventions shall be the sole property of the Buyer, and Seller hereby assigns to Buyer each Invention and proprietary rights resulting therefrom, including without limitation any patent or patent application, without additional charge. Seller shall provide support for Buyer's prosecution of such patent application. Buyer shall have the full right to use such Inventions in any manner without any claim on the part of the Seller and without any duty to account to the Seller for such use. Seller shall not prepare any writings, reports, publications, etc. in any way connected with or arising out of the Inventions, except as specifically required by Buyer or with Buyer's prior written consent. The provisions of this Section 15(a) shall survive delivery and payment. (b) Seller agrees that all information (i) disclosed by Buyer to Seller (including without limitation information contained in any Buyer Property), (ii) pertaining to Buyer's business, or (iii) developed by Seller as a result of work in connection with this Order, is proprietary to Buyer and shall be and remain the exclusive property of Buyer ("**Proprietary Information**"). Seller undertakes not to use such Proprietary Information in whole or in part, except for the fulfilment of this Order, unless the Buyer otherwise approves in advance in writing, Proprietary Information shall not include information which the Seller can prove by evidence in writing to be in the public domain, other than through the fault or negligence of Seller, or which is known to Seller at the time of its disclosure without obligation of confidence, or is rightfully obtained without restriction by the Seller from a third party. Seller shall not disclose the Proprietary Information to any third party and shall take all reasonable precautions to prevent the disclosure of the Proprietary Information to third parties. Seller shall inform all those in Seller's organization who have access to Proprietary Information regarding Seller's obligations hereunder and that Proprietary Information is confidential and is the property of Buyer. Receipt by Seller hereunder of Buyer's Proprietary Information shall not be deemed as a grant of any right or license to Seller with respect to such information. Upon the completion and/or termination of this Order, Seller shall immediately return to Buyer the Proprietary Information and all copies thereof, or pursuant to Buyer's request, destroy such Proprietary Information, and provide Buyer a written certificate of destruction. The provisions of this Section 15(b) shall survive the completion and/or termination of the Order and continue to be in full force and effect for a period of ten (10) years thereafter. (c) Any advertising or disclosure of this Order or any public release relating thereto or otherwise relating to Buyer or the use of Buyer's trademarks and trade names (including the Goods supplied hereunder and pictures, descriptions or samples thereof) by Seller is prohibited, except with Buyer's prior written approval.
- 16) TERMINATION. (a) Buyer reserves the right to terminate this Order, or any part hereof, and to cancel all or any part of the undelivered portion of this Order if Seller does not make deliveries as provided in this Order or if Seller otherwise breaches any of the terms hereof, including Seller's warranties. In addition to the aforesaid Buyer shall have the right to terminate this Order or any part thereof, and cancel all or any part of the undelivered portion, in the event of the occurrence of any of the following: (i) insolvency of Seller, and/or (ii) filing of an involuntary petition to have Seller declared bankrupt, (provided it is not cancelled within thirty days from date of such filing), and/ or (iii) upon the granting of a winding-up or similar order in respect of the Seller, or if a temporary or permanent liquidator or receiver is appointed in respect of the Seller, or if a temporary or permanent attachment Order is granted on all Seller's assets, or a substantial portion thereof, (provided such order or appointment is not cancelled within 30 days of the grant of such Order or the date of such appointment), and/or (iv) the execution by Seller of any assignment for the benefit of its creditors and/or (v) if the Seller passes a resolution for its voluntary winding-up. Buyer shall have no obligation to Seller in respect to the cancelled portion of this Order. Buyer's liability shall be limited to payment for the delivered and accepted portion of this Order which is usable by Buyer at the rate specified on the face hereof (reflecting quantity prices as though this Order had gone to full completion). If as a result of default of performance by the Seller, this Order is terminated in whole or in part and it is necessary to procure any of the specified Goods elsewhere, then Seller shall be liable for any re-procurement charges which exceed the amount which would have been due to the Seller if it had satisfactorily completed this Order. These remedies shall be cumulative and additional to any other remedies available to Buyer in law or in equity. (b) Buyer may, for its convenience, terminate work

under this Order, in whole or in part, at any time, by giving notice to Seller in writing. Seller will thereupon immediately stop work on this Order, or the terminated portion thereof, and notify any subcontractors to do likewise. Seller shall be entitled to reimbursement for its actual costs and non-cancellable commitments incurred up to and including the date of termination, provided that such costs are justified considering the relative point in time of the order execution and that title to completed and partially completed Goods, including any material required, are transferred to Buyer. Such costs and non-cancellable commitments will be determined in accordance with generally accepted accounting principles applicable to the Buyer, based on written evidence and documentation to be provided by Seller. Seller shall also be entitled to a reasonable profit on the work done prior to such termination at a rate not exceeding the rate used in establishing the original purchase price. The total of such claim shall not exceed the order price for the pro-rata portion of this Order, which is cancelled, reduced by amounts previously paid to Seller hereunder.

- 17) PRICES. Unless otherwise specified in this Order, prices indicated in the Order are firm, fixed and final, not subject to any change or escalation and inclusive of all taxes, fees and levies. Payment of the prices specified in the Order shall constitute full consideration for the Goods and rights granted hereunder. By acceptance of the Order, Seller warrants that the prices charged hereunder are not in excess of Seller's current selling price to any other purchaser of the same or substantially similar goods or services taking into consideration for the: (i) Tangible Goods, the quantities and delivery requirements; (ii) Services and Software Services, the level of skill, experience and training required; and (iii) Software, the nature of the license and non-price terms. If it is determined that the prices charged herein are in excess of such prices, Seller shall refund promptly to Buyer the excess.
- 18) PAYMENT TERMS. Payment terms shall be as agreed between Buyer and Seller and as specified in writing in the Order. Any time period specified in the Order for payment or applying any discounts shall commence on the later of the date that Buyer: (i) receives Seller's correct invoice thereof at Buyer's address for invoices; (ii) receives the bill of lading or express receipt and packing list therefore, if applicable; or (iii) accepts the Goods (together with any specified documentation) as conforming to all Specifications and requirements of the Order. In no event shall Buyer owe Seller any late or penalty payment or interest. Buyer shall have the right to set-off against any amounts which may become payable by Buyer to Seller under the Order or otherwise, any amounts which Seller may owe to Buyer, whether arising under the Order or otherwise.
- 19) INDEMNITY. Seller shall indemnify, defend and hold harmless the Indemnitees from and against all claims, judgments, liabilities, losses, injuries and damages, suits, fees, costs and expenses, including reasonable attorneys' fees, of every and/or any nature, including without limitation, in respect of: injuries or death to persons or damages to property (including all costs and expenses incidental thereto), caused by (i) the acts or omissions to act by the Seller, its officers, employees, agents, invitees or vendors, directly or indirectly arising out of the performance of this Order or any act or failure to act by subcontractors or suppliers of the Seller and/or (ii) the Goods delivered hereunder and/or (iii) the violation by Seller, the Seller Representatives or their respective officers, employees, agents, invitees or vendors of the terms and conditions of this Order or any applicable laws, acts or regulations. The right to the indemnification described in this Section is not exclusive, but instead is cumulative to all other rights of indemnification of the Indemnitees against Seller. The provisions of this Section shall survive delivery and payment.
- 20) ASSIGNMENT; SUB-CONTRACTING. Seller shall not be entitled to assign its rights and obligations under this Order, nor is Seller permitted to subcontract any obligation under this Order, without Buyer's prior written consent. Buyer is entitled to freely assign all or any part of rights under this Order to any parent, subsidiary or associated company.
- 21) TAXES. Buyer shall not be liable under or in connection with this Order for any governmental, municipal or other taxes, duties, levies and/or compulsory payments.
- 22) COMPLIANCE WITH LAWS.
 - (a) Seller and all persons controlled by Seller shall at all times comply, at their expense, with all applicable Laws, including, without limitation, in connection with any Tangible Goods or Software sold, manufactured, delivered or furnished hereunder and any Services or Software Services performed hereunder. All applicable Laws required by their terms to be incorporated in agreements of this type are hereby incorporated herein by reference. Upon request, Seller will provide current, accurate and complete information certified by an authorized individual as may be

requested by Buyer from time to time in connection with Seller's and/or Buyer's compliance with applicable Laws. Seller further agrees to indemnify, defend and hold harmless Buyer from and against any loss or expense arising from Sellers' noncompliance with any applicable Laws. Without limiting the generality of the foregoing, if Seller performs Services or Software Services on Buyer's premises, Seller shall furnish Buyer satisfactory evidence of compliance with all applicable Laws, including all taxes on payroll or contributions on account of social security, unemployment insurance and federal or state workers compensation.

(b) Without limiting the foregoing, the parties will comply with the following:

(i) Anti-Corruption/Anti-Bribery. Seller shall comply with all applicable Laws relating to anti-corruption or anti-bribery, including, as applicable to Seller, but not limited to legislation implementing or the organization for Economic Co-operation and Development "Conventions on Combating Bribery of Foreign Public Officials in International Business Transactions" or other anti-corruption/anti-bribery convention, the Foreign Corrupt Practices Act, as amended (FCPA) and will not, directly or indirectly, pay, offer, give, or promise to give, anything of value to a non-U.S. public official or any person in violation of the FCPA and/or any applicable Laws relating to anti-corruption or anti-bribery. Seller further warrants that Seller has not offered or given, and will not offer or give to, any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of this Order or any other contract with Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

(ii) Import/ Export Compliance. In performing the obligations under this Order, each party shall at all times comply with all Export/Import Laws. The party conducting the export or import shall obtain all export or import authorizations which are required under the Export/Import Laws for such party to execute its obligations under this Order. Each party shall reasonably cooperate and exercise reasonable efforts at its own expense to support the other party in obtaining any necessary licenses or authorizations required to perform its obligations under this Order. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end user and re-transfer certificates.

(iii) Conflict Minerals. Seller shall use due diligence to comply with Conflict Minerals (as defined in the U.S. Dodd-Frank Wall Street Reform) legal requirements. Conflict Minerals include gold (Au), tantalum (Ta), tungsten (W) and tin (Sn) sourced from areas identified as conflict regions, including the Democratic Republic of the Congo (DRC) and Central Africa. Seller represents and warrants that no Conflict Minerals that originated in the DRC or an adjoining country are present in any Product. For the purposes of making such representation and warranty, Seller will use due diligence protocols, standards, and procedures that meet or exceed the reasonable country of origin inquiry described in the SEC rules and the relevant best practices developed by industry. Seller shall further assist Buyer with any requests for information, certifications, or other similar documents as Buyer may reasonably request to ensure Goods' and Seller's compliance with this Section and shall notify Buyer promptly upon discovering or having reason to believe that any Goods fails to comply with the representation and warranty in this Section.

(iv) Disposal Regulations. For any Goods subject to Disposal Regulations, Seller: (a) represents and warrants that such Goods are correctly labeled in accordance with the Disposal Regulations; (b) agrees to assist Buyer, as necessary in Buyer's reasonable opinion, to comply with its obligations, if any, under the Disposal Regulations; and (c) agrees to assume responsibility for taking back and disposing of Goods in the future upon the request of Buyer or its customer in accordance with the Disposal Regulations. No additional charges will be due to Seller from Buyer for Seller's agreement to undertake these responsibilities.

(v) Equal Employment. The parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

(vi) Debarment. If Seller is providing Goods for use in Buyer's U.S. operations, Seller hereby represents and warrants that as of the date of the Order, Seller is not excluded, debarred, or otherwise suspended from participating in U.S. government procurement and non-procurement programs (collectively, "**US Programs**"). If during the course of providing Goods under the Order, Seller becomes excluded, debarred or otherwise suspended from participating in any US Program ("**US Program Exclusion**"), Seller shall immediately disclose details of such US Program Exclusion in writing to: Boston Scientific Corporation, General Counsel, 100 Boston Scientific Way, Marlborough, MA 01752 USA, and Buyer may immediately cancel the Order.

- 23) DISPUTES. Seller hereby agrees that all disputes between the Parties hereto which cannot be settled by agreement between the Parties shall be subject to the exclusive jurisdiction of the competent court in the location (country, state, city, county or province, as the case may be) of the main place of business of the Buyer's entity issuing this Order and in accordance with the Laws applicable in the location of such court.
- 24) PROHIBITED SOFTWARE. (a) This clause only applies to Goods that include the delivery of Software. (b) As used herein, "**Prohibited License**" means the general public license ("**GPL**") or lesser/library GPL, the artistic license (e.g., Perl), the Mozilla public license, the Netscape public license, the sun community source license, the sun industry standards license, or variations thereof, including without limitation licenses referred to as "GPL-compatible, free software license. (c) "**Prohibited Software**" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source or "free" software, library or documentation, or (2) software licensed under or subjects the software to a Prohibited License, or (3) software provided under a license that requires the delivered software to be licensed for the purpose of making derivative Goods or be redistributable at no charge, or obligates Buyer to make available in any way or accessible to any third party the delivered software, in any format, or any portion thereof, any products and/or object code and/or source code formats incorporating the delivered software. (d) Unless Seller has obtained Buyer prior written consent, which Buyer may withhold in its sole discretion, Seller shall not use in connection with this Order, or deliver to Buyer, any Prohibited Software. Seller agrees to defend, indemnify, and hold harmless Buyer, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Order or the delivery of Prohibited Software.
- 25) COUNTERFEIT MATERIEL PREVENTION. Seller represents and warrants by acceptance of the Order and certifies with each shipment of deliverables that only new and authentic materials will be used and they contain no Counterfeit Materiel. Seller shall only purchase authentic materials/components directly from the OEM's/OCM's or through the OEM's/OCM's authorized or franchised distribution chain. Seller further represents and warrants that it has (or will have) and will make available to Buyer, at Buyer's request, all acquisition/procurement documentation from the OEM/OCM or their authorized or franchised distribution chain that authenticates traceability of each part, component, module or assembly of Seller's products or goods back to the applicable OEM/OCM. For purposes of this paragraph, "**Counterfeit Materiel**" shall mean a part, component, module, or assembly or Goods whose origin, material, source of manufacture, performance, or characteristics are misrepresented. The term "**Counterfeit Materiel**" includes, but is not limited to, (a) parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer, (b) defective parts and/or surplus material scrapped by the original manufacturer, (c) previously used materiel pulled, repaired or otherwise reclaimed and provided as "new" or (d) materiel that have reached a design life limit. If Counterfeit Materiel are furnished under this Order, Buyer shall have the right to act in accordance with the law including, impounding and destroying the materiel. Seller shall be liable for all costs related to the materiel impounding, destroying, removal and replacement. Buyer reserves the right to withhold payments for said materiel. Buyer also reserves the right to report and to turn over such Counterfeit Materiel to the relevant authorities. Seller shall include the terms of this article in its subcontracts to the extent relevant.
- 26) ENVIRONMENTAL IMPACT. As applicable to the Goods provided in connection with the Order, Seller agrees to assist Buyer in reducing service, material and product life cycle environmental impacts by obtaining and complying with required environmental permits; engaging in pollution prevention and waste reduction; improving environmental controls and processes; and complying with all applicable environmental laws and regulations. Buyer may reasonably request that Seller measure and report its sustainability and environmental progress and improvements to Buyer on a form provided by Buyer. If Seller provides Goods to a Buyer location with a certified environmental management system, Seller agrees to comply with that location's operational controls relevant to Seller's activities, goods or services including those related to established significant environmental aspects.

- 27) MISCELLANEOUS. (a) Failure of Buyer to enforce its rights under this Order shall not constitute a waiver of such rights or of any other rights under this Order or otherwise. Buyer's rights and remedies specified herein shall be cumulative and in addition to any other rights and remedies available in law or equity. (b) The invalidity, in whole or in part, of any provision hereof shall not invalidate or otherwise affect the validity of any other provision. (c) Seller represents and warrants that this Order shall be performed by it as an independent contractor and that no employer-employee relationship shall exist in connection therewith. (d) Seller shall include this Order terms and conditions, to the extent relevant, in its subcontracts. (e) Unless otherwise agreed to in this Order, all documentation, labels, drawings, letters, and communications of any kind will be presented in the English language. (f) Buyer has the right to set-off any amounts owed to it by Seller against any amounts payable under this Order. (g) Acceptance of this Order by Seller shall deem to be an acknowledgment by Seller that there are no end-use limitations with respect to the Goods. (h) Non-performance of either party shall be excused only to the extent that performance is rendered impossible by fire, flood, earthquake, governmental acts or orders, or other force majeure events which are beyond the reasonable control and is not caused by the negligence of the non-performing party.
- 28) NOTICES. Notices required or desirable to be sent to either party hereunder, shall be sent by first class pre-paid air mail or by facsimile and by e-mail, to the address or facsimile number of the relevant party as indicated on the Order, and to the attention of the contact person indicated on the Order, to the extent indicated.