Términos y condiciones

= = = > > PURCHASE ORDER STANDARD TERMS AND CONDITIONS < < = = =

1) Definitions; Parties' Relationship. Whenever used in this purchase order ("Order"), these terms shall have the following meanings: (i) "Buyer" means Boston Scientific Corporation or one of its subsidiaries or affiliates set forth on the front of this Order; (ii) "Seller" means the person, partnership, corporation or other entity specified as the Seller on the front of this Order; (iii) "Goods" means: (a) all articles, materials, products, components, supplies, drawings, designs, prototypes, models, data, documents, goods and other items furnished or to be furnished under this Order to Buyer ("Tangible Goods"); (b) all services (including design, delivery installation, inspection, testing, etc.) specified on, or required to be furnished under this Order ("Services"); and (c) all software programs, applications, tools and databases ("Software") licensed or otherwise transferred to Buyer under this Order and all related development, support and maintenance services ("Software Services"); and (iv) "Specifications" means the specifications in the part number and revision-level controlled drawing for the applicable Goods that is referenced on the front of this Order and/or other writings, drawings, etc. provided by Buyer to Seller on or before issuance of this Order and all requirements of any applicable laws and regulations. Buyer and Seller each represent that 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.

2) Complete Agreement. This Order: (i) constitutes an offer by Buyer to Seller to purchase the Goods on the terms and conditions stated in this Order; (ii) becomes a binding contract upon acceptance either by acknowledgment or performance by Seller; and (iii) constitutes the sole and entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, agreements, transactions and communications, whether oral or written, with respect to the matters referred to herein, unless Buyer and Seller have executed a separate written document which specifically states that the terms of that document prevail. No other terms or conditions and no modification, alteration or amendment of this Order shall be binding upon Buyer unless accepted in writing by an authorized representative of Buyer. Buyer expressly rejects any terms and conditions contained in any quote, proposal, invoice or similar document presented by Seller at any time.

3) Delivery. Seller's delivery or performance shall be made strictly in accordance with the date(s) specified on the front of this Order. 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) canceling this Order, or any part thereof, without prejudice to its other rights. With respect to any part of this Order so canceled, Buyer may, at its option, if applicable, either return the materials to Seller, at Seller's risk and expense, or charge Seller a reasonable storage charge until Seller removes such materials. Goods fabricated or services provided in excess of Buyer's authorization are at Seller's risk. Unless otherwise agreed by Buyer in advance in writing, invoices covering Goods received ahead of schedule will not be paid until the date specified by Buyer for delivery. Seller shall be responsible for any and all loss of, or damage to, the Goods until the Goods have been received and accepted by Buyer.

4) Assignment; Sub-contracting. No rights of Seller under this Order (including rights to monies due) are assignable in whole or in part, nor is Seller permitted to subcontract any obligation under this Order without Buyer's prior written consent. All terms of this Order shall be binding upon, and shall accrue to the benefit of, the successors and permitted assigns of the parties hereto. Seller shall take all steps required to ensure that each of Seller's employees, agents and subcontractors (collectively, "Seller's Representatives") comply with all provisions of this Order as if such person is the Seller. In any case, assigned accounts shall be subject to set-off, recoupment or any other claim of Buyer against Seller.

5A) Warranties for Tangible Goods. Seller warrants that all Tangible Goods: (i) are free from defects in workmanship, material, and manufacture; (ii) comply with the requirements of this 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); and (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). 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 materials, used in the manufacture 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. Seller further warrants and represents that all Goods purchased are free from liabilities of royalties; license fees; mechanics

material and other liens; security interests; other encumbrances; and defects in title.

5B) Warranties for Services and Software Services. Seller 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 this 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 on the front of this 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.

5C) Warranties for Software. Seller 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 this Order; and (iii) the Software will operate in accordance with, and conform to, the documentation provided, the Specifications and other requirements of the Order. Seller warrants that 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.

6) Equal Employment Laws. Boston Scientific is an equal opportunity employer and federal contractor or subcontractor. Consequently, 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.

7) Price and Payment. Payment of the prices specified in this Order shall constitute full consideration for the Goods and rights granted hereunder. Such prices: (a) shall be subject to adjustment only as specifically provided for on the front of this Order, and (b) include all applicable taxes, assessments and other amounts payable to governmental authorities unless otherwise specified on the front of this Order. If certain taxes, assessments or other amounts payable to governmental authorities are specified on the front of this Order, Seller shall promptly invoice Buyer for those, Buyer shall pay them to Seller, and Seller shall promptly report and pay the governmental authorities for those. Any time period specified in this 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 this 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 this Order or otherwise, any amounts which Seller may owe to Buyer, whether arising under this Order or otherwise. By acceptance of this 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.

8) Invoicing. Invoices must be sent to the address specified on the front of this Order. 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 the 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 following information: Order number, description of the Goods, and the following as applicable: (i) shipping route, number of packages, serial numbers, item numbers, quantity, size and unit price for each of the Tangible Goods; (ii) hours worked, cost of materials provided if the front of this Order indicates that such costs

are reimbursable, reimbursable expenses for the Services and Software Services if the front of this Order indicates that such expenses are reimbursable and are pre-approved by Buyer; and (iii) term, scope and nature of the Software licensed. Invoices not containing such information 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 this Order shall not be deemed a waiver of the terms and conditions of this Order, which shall prevail.

9) Transportation; Packing. All Tangible Goods shall be packed in accordance with Specifications provided by Buyer, or, if no Specifications are provided, otherwise suitably packed in order to protect the Tangible Goods fully during transportation and secure the lowest available transportation costs. All Tangible Goods shall be shipped in accordance with Buyer's instructions, 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. Buyer's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. A packing slip bearing a complete record of the shipment (including the number of the order to which it applies) is required with each shipment hereunder. Invoices, bills of lading or, express receipts, and packing lists must be mailed within 24 hours following shipment.

10) Compliance with Laws. Seller warrants that: (i) Seller will comply with all laws and regulations including those relating to slavery, child labor, human trafficking, bribery and product material composition; (ii) 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; and (iii) the Tangible Goods sold and furnished hereunder shall be manufactured, sold, delivered and furnished, and the Services and Software Services shall be performed, each in strict compliance with all applicable federal, state and local laws and regulations of all governmental authorities, including the Robinson-Patman Act and the Fair Labor Standards Act of 1938, as amended. All laws and regulations required by their terms to be incorporated in agreements of this type are hereby incorporated herein by reference. Seller shall, upon request of Buyer, furnish Buyer with a certificate specifying Seller's compliance with any or all such laws and the provisions herein, in such form as Buyer may require. 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 laws and regulations, including all taxes on payroll or contributions on account of social security, unemployment insurance and federal or state workers compensation.

If Seller is providing Goods for use in Buyer's U.S. operations, Seller hereby represents and warrants that as of the date of this 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 this 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 this Order.

11) Gratuities. Seller 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.

12A) Inspection and Approval of Tangible Goods. Buyer may elect to inspect Tangible Goods before and/or after delivery and acceptance. Payment shall not constitute final 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); or (iii) cancel this Order. This Section shall not limit any other rights Buyer has at law or under this Order.

12B) Evaluation and Acceptance; Services. 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; and/or (iii) cancel this Order. This Section shall not limit any other rights Buyer has at law or under this Order.

12C) Testing and Acceptance; Software. 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; and/or (iii) cancel this Order. This Section shall not limit any other rights Buyer has at law or under this Order.

13) Buyer's Proprietary Rights; Confidentiality. All of Buyer's analyses, source code, data, reports, research, technology, know-how, ideas, concepts, designs, products, markets, computer programs, prototypes, processes, equipment, machines, compositions of matter, business plans, operations, technical information, drawings, specifications, and the like, and any other knowledge or information pertaining to Buyer's business or developed by Seller as a result of work in connection with this Order (collectively, "Confidential Information") shall be the sole and exclusive property of Buyer and at all times be kept secret and confidential by Seller. All: (i) tangible property (whether in hardcopy, electronic or other form) provided to Seller in connection with this Order, including all samples (including devices, components, raw materials, tooling, etc.) and Confidential Information; (ii) equipment, models, prototypes, items, reports, communications, designs, data, analyses, source code, and any other materials produced in connection with this Order; and (iii) items purchased by Seller for Buyer under this Order (collectively, "Buyer Property") shall be and remain the exclusive property of Buyer unless otherwise agreed in writing.

Seller may disclose or reveal any Confidential Information only to those in Seller's organization who must have access to Confidential Information to provide the Goods. Seller shall inform all those in Seller's organization who have access to Confidential Information regarding Seller's obligations hereunder and that Confidential Information and Buyer Property is confidential and is the property of Buyer. All Confidential Information and Buyer Property shall be deemed a loan to Seller for use solely in the provision of Goods for Buyer. Seller shall not dispose of any such Confidential Information or Buyer Property without Buyer's prior written consent. Seller shall return Confidential Information and 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 shall not, without Buyer's prior written consent, in any manner advertise, publish or disclose that Seller has furnished, or contracted to furnish, Goods to Buyer or otherwise use Buyer's name, image or logo.

All inventions, discoveries and improvements which Seller may make arising out of the provision of Goods hereunder or which relate in any manner to Buyer's business, Buyer Property, or Confidential Information (collectively, "Inventions") shall be promptly disclosed by Seller to Buyer. All rights to the Inventions shall belong solely to, and be the property of, Buyer, and Seller shall never use, nor permit the use of, the Inventions for Seller's benefit or for the benefit of any other person, corporation, partnership, or other entity. 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. All work product of copyrightable matter developed by Seller, either alone or with others, under this Order ("Work Product") is specially commissioned and will be considered "work-made-for-hire" as defined by the United States Copyright Law. Buyer shall be considered the author of all Work Product for the purposes of copyright and own all of the rights in and to all Work Product. If any Work Product is not considered work-made-for-hire for any reason, Seller hereby grants, assigns and transfers to Buyer all right, title and interest, including copyright, in and to such Work Product.

The provisions of this Section shall survive delivery and payment.

14) Indemnification. To the maximum extent allowed by law, Seller shall, at Seller's expense, indemnify, defend and hold harmless Buyer and its affiliates and their respective directors, officers, employees, agents, successors, assigns (each an "Indemnified Party") from and against all claims, losses, damages, suits, fees, judgments, costs and expenses (collectively, "Claims"), including reasonable attorneys' fees, that the Indemnified Party may suffer or incur arising out of or in connection with: (i) Seller's breach of any representation, warranty, or obligation under this Order; (ii) infringement or violation of any third party patent, copyright, trade secret trademark, or other intellectual property right; or (iii) any personal injury (including death) or damage to property resulting from Seller's acts or omissions, except for Claims solely caused by the gross negligence or willful misconduct of Buyer.

If any Claim is commenced against an Indemnified Party, Buyer shall provide notice to Seller as promptly as practicable. The failure to provide such notice will relieve Seller of Seller's obligations hereunder only to the extent that Seller is prejudiced by the failure to receive notice. If an injunction is granted, or in Seller's opinion likely to be granted, under clause

(ii) of the preceding paragraph, Seller, as directed by Buyer, shall: (a) refund to Buyer the payment made by Buyer for the Goods subject to the Claim; or (b) deliver promptly to Buyer an acceptable, non-infringing replacement. The right to the indemnification described in this Order is not exclusive, but instead is cumulative to all other rights of indemnification of the Indemnified Parties against Seller.

The provisions of this Section shall survive delivery and payment.

15) Policies; Safety and Security. If Buyer provides Seller any of Buyer's policies and/or code of conduct (collectively, "Policies/Code"), Seller shall: (i) comply with the Policies/Code; (ii) provide copies of the Policies/Code to any of Seller's Representatives who will be providing Goods, (iii) enforce such Seller's Representatives' compliance with the Policies/Code, and (iv) maintain records of training such Seller's Representatives to all of the Policies/Code 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 fulfill the requirements of this Order, such Seller's Representatives shall abide by Buyer's security and safety procedures and requirements. The safety and health of such Seller's Representatives while on Buyer's premises is the responsibility of Seller. At all times that such Seller's Representatives are on Buyer's premises, Seller shall: (a) maintain public liability and property damage insurance in amounts satisfactory to Buyer, and (b) comply with all laws and regulations with respect to tax withholding, unemployment insurance and workers compensation.

16) Strict Compliance; Waiver; Severability. Buyer may at any time insist upon strict compliance with this Order's terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary. The failure of either Buyer or Seller to enforce any of its rights under this Order shall not constitute a waiver of such rights. If any provision of this Order shall be determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further, and the validity and enforceability of any of the other provisions of this Order shall not be affected.

17) Changes. No changes or substitutions can be made to Goods specified by Buyer, or to the processing of Goods, without Buyer's prior written approval. Buyer may, by written change notice, suspend work at any time before completion of the order, or make changes in quantities, drawings, specifications, delivery schedules and dates and methods of shipment and packaging. If such changes would cause an increase or decrease in the amount due under this Order, or in the time required for Seller's performance, an equitable adjustment shall be made and the order shall be modified accordingly in writing in advance. Any claim for adjustment must be asserted by Seller in writing within 15 days from the date the change is ordered. Changes shall not be binding upon Buyer unless evidenced by a purchase order change notice or an amended purchase order is issued and signed by an authorized representative of Buyer.

18) Cancellation or Default. If Seller fails to perform or comply with any provision of this Order within the time specified on the front of this Order or any extension thereof provided by Buyer in writing, Buyer may, by written notice of default to Seller, cancel the whole or any part of the Goods ordered without liability, except for Services completed and accepted and Tangible Goods delivered and accepted under that portion of the Order not canceled. Buyer also may cancel this Order without liability at any time prior to delivery and acceptance by Buyer if: (i) Seller ceases to conduct Seller's operations in the normal course of business; (ii) Seller is unable to timely and satisfactorily timely meet Seller's obligations under this Order; (iii) is the subject voluntary or involuntary bankruptcy, receivership, or insolvency proceedings; or (iv) makes an assignment for the benefit of Seller's creditors. Notwithstanding the foregoing, if a party's performance is delayed because of war or similar unrest, fire, act of God or other similar cause that is beyond such party's control and which such party could not have reasonably prevented, such delay in performance shall not be considered a breach of this Order; provided, however, that if Seller experiences a delay of 30 days or more for such reason, Buyer may upon notice cancel all or any portion of this Order.

19) Environmental Impact. All major locations have implemented an environmental management system (EMS) in accordance with ISO 14001:2015 and have established an Environmental, Health and Safety policy (PDM Doc 90730673). As applicable to the goods or services provided in connection with this 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 or services 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.

20) Additional Provisions for Costa Rican Transactions. The following additional conditions shall apply to this Purchase Order

if Seller is located in Costa Rica or some other location where the law of Costa Rica shall apply to this Purchase Order: (i) this sentence shall be added at the end of the first paragraph of Section 5A: "The warranty established in article 40 of the Competition Promotion and Consumer Defense Act number 7472 dated December 19, 1994 shall apply to the transactions contemplated by this Purchase Order"; and (ii) Section 8 shall be conformed to also require compliance with the mandatory conditions for an invoice according to the Costa Rican legislation.