

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF MERZ BIOMATERIALS

1. Agreement: Customer's ("Customer's") signed Merz sales agreement, these Terms and Conditions, and the Product invoice(s) sent to Customer by Merz (collectively, this "Agreement") constitute the entire binding agreement by and between Customer and Merz North America, Inc. ("Merz"; Customer and Merz, hereinafter, collectively, the "Parties") relating to Customer's purchase and use of Calcium Hydroxyapatite (CaHA) particles and any other biomaterials products offered for sale by Merz (such Merz biomaterials products, hereinafter collectively, the "Products"). This Agreement supersedes all other agreements and understandings, whether written or oral, between the Parties relating to the purchase of the Products. Notwithstanding anything to the contrary, whether executing a purchase order, quotation, proposal, standing order, or letter of authorization, or by accepting delivery of the Products, Customer agrees to be bound by and accept the terms and conditions contained in this Agreement. No additions, conditions, amendments, alterations, or modifications by Customer or any other person, whether oral or contained in any other documents submitted from Customer to Merz will be binding on Merz, regardless of Merz's failure to object or Merz's shipment of Products, unless otherwise agreed to in writing and signed by Merz. These terms and conditions may be updated or amended from time to time by Merz without notice to Customer; a copy of such updated terms will be available for Customer's review via weblink at the bottom of the following webpage <https://merzbiomaterials.com/>. Customer agrees to be bound by the most recent terms. THIS AGREEMENT WILL APPLY UNLESS CUSTOMER HAS A SEPARATE WRITTEN AGREEMENT WITH MERZ THAT EXPRESSLY REPLACES THIS AGREEMENT.

2. Payment Terms: Payment in full is due upon receipt of the order unless the Parties have expressly agreed to a different payment schedule in writing. Customer hereby grants permission to Merz to charge Customer's credit card for Product order(s). All orders are subject to credit approval of Customer. Applicable sales tax will be invoiced unless Customer supplies a valid tax-exempt certificate prior to delivery. While packaged pricing may be quoted to Customer and/or displayed on Customer's sales agreement, individual Product pricing and applicable discounts will be listed on the subsequent Merz invoice(s) provided to Customer. Applicable shipping, handling, and other taxes will be added to the final invoice price for each order. Customer may specify a bill-to address which is different from Customer or a credit card which is different from Customer's own credit card, but Customer understands and agrees that: (1) Customer is responsible for use of the Product; and (2) Merz will hold Customer jointly and severally liable for all outstanding balances hereunder in the event that such bill-to third party is delinquent with payment(s) or in the event that any such credit card is declined. If Customer's account is delinquent by more than thirty (30) days, it shall accrue interest at the rate of 1.5% per month on the balance due or, if less, the maximum rate permitted by law. Merz reserves the right to modify future Product purchase prices without notice.

If Customer fails to fulfill the terms of payment or does not meet Merz's continuing credit requirements, Merz will have the option to do one or more of the following: (i) decline to accept orders or fulfill pending orders; (ii) require all pending and future orders to be on a prepaid basis; (iii) delay any shipment until payment is received by Merz or further assurances asked for by Merz are received; (iv) declare all outstanding sums immediately due and payable; (v) require payment for all Products delivered hereunder to be made by irrevocable letter of credit in a form approved by Merz. Nothing contained herein will release Customer from any previous obligations. Customer will be liable to Merz for all costs incurred by Merz in its collection of any amounts owing by Customer which are not paid when due, including collection agencies' and attorneys' fees and expenses, regardless of whether a lawsuit is commenced. From time to time, Merz may review Customer's creditworthiness. Customer agrees to provide Merz with all credit information reasonably requested, and Customer represents and warrants to Merz now, and each time Customer places an order, that all information Customer has provided is true and correct.

3. Delivery and Risk of Loss; Lead Times: Unless otherwise agreed in writing between the Parties, all Product orders within the United States will be delivered FOB Merz's facilities. Upon Merz's tender of the Products to a common carrier, title and risk of loss shall pass to Customer, and delivery shall be deemed completed. Quoted delivery dates are estimates only; however, Merz will make commercially reasonable efforts to fulfill each order by the quoted delivery date. At times, Merz may ship partial orders as needed. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order. All shipments are fully insured for the benefit, and at the expense, of Customer.

4. Inspection and Acceptance: Once Customer has submitted a purchase order to Merz, Customer may only cancel the purchase order with the written consent of Merz, whereupon Customer shall remain liable for non-cancellable cost (which shall not exceed the original purchase order price). Customer must inspect delivered Products and report claims for defects, shortages, or receipt of wrong Products within ten (10)

business days of delivery, or the Products will be deemed irrevocably accepted and such claims will be deemed waived. Customer shall communicate any such claims to Merz via telephone at 1.262.202.7769 or via e-mail to MerzBiomaterials@merz.com. Orders may not be cancelled after shipment. Shipping damage claims must be made by Customer directly with the shipping company in accordance with such company's policies, which generally require such claims to be made prior to the time the carrier of the Products leaves the delivery destination. In the event of loss or damage in transit, Customer's payment obligations will not be affected, and Merz will act as Customer's agent in making any necessary insurance claim. No acts on the part of Merz, including but not limited to, Merz's receipt of returned Products purchased by Customer, shall constitute Merz's approval and acceptance of the returned purchased Products or cancelled purchase order.

5. Limited Warranty. Merz warrants to Customer that, on the point at which title to the Products transfers to Customer, such Products will materially conform to the specifications set forth in Merz's published specifications in effect as of the date of shipment, and will be free from material defects in material and workmanship. Merz shall not be liable for a breach of the warranty set forth herein unless: (i) Customer gives written notice of the defect, reasonably described, to Merz within the 10-day inspection period; (ii) Merz is given a reasonable opportunity after receiving the notice to examine such Products and Customer (if requested to do so by Merz) returns such Products to Merz's place of business for the examination to take place there; and (iii) Merz reasonably verifies Customer's claim that the Products are defective. Subject to the immediately foregoing sentence, Merz shall, in its sole discretion, either: (i) replace such Products or (ii) credit or refund the price of such Products at the pro rata contract rate provided that, if Merz so requests, Customer shall, at Merz's expense, return such Products to Merz. THE REMEDIES SET FORTH IN THIS ARTICLE 5 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MERZ'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

6. Not a Medical Device. Customer hereby acknowledges and agrees that the Products, as delivered by Merz to Customer, do not constitute a "medical device" under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. Section 301 et. seq.), and, accordingly, do not meet the requirements set forth under such Act.

7. Changes to Products: Merz may change the design, construction, or composition of the Products. In the event a significant change occurs after Customer's order but prior to shipment, Merz shall notify Customer, and Customer shall be entitled to accept the changed Product, or to cancel this Agreement as to that Product only and receive a refund of any monies paid for that Product order only. The foregoing shall be Customer's sole and exclusive remedy for any Product changes prior to delivery, and Merz shall have no other liability whatsoever for any such changes. Unless otherwise set forth in a supply agreement between Merz and Customer, Merz reserves the right to discontinue Products without notice.

8. Resale of Products; Merz Intellectual Property Rights: The Products, and any samples thereof which Merz may provide to Customer, are exclusively for Customer's professional use. Customer agrees that it shall not, directly or through any other parties, offer for resale or resell Products online.

Customer acknowledges and agrees that: (i) the Products (which include, solely for purposes of this Article 6, all tooling, fixtures, gauges, patterns, molds, specifications, test reports, and other documentation) are covered by valuable intellectual property owned by or licensed to Merz; (ii) neither this Agreement nor Customer's purchase of the Product shall be construed as a grant of any other rights in or to the intellectual property covering the Products; (iii) Merz will retain all intellectual property rights used to create, embodied in, used in, and otherwise relating to the Products; (iv) Customer shall not acquire any ownership interest in any of Merz's intellectual property rights under this Agreement; (v) Customer shall not take any action that may interfere with any of Merz's rights in or to Merz's intellectual property rights; (vi) Customer shall not challenge any right, title or interest of Merz's in or to Merz's intellectual property rights; (vii) Customer shall not make any claim or take any action adverse to Merz's ownership of Merz's intellectual property rights; and (viii) Customer shall not engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Products.

9. Adverse Experiences; Notices of Inquiry. Each Party will report to the other Party any information of which it becomes aware concerning any adverse experience in connection with the use of the Product, including the incidence and the severity thereof. If Merz is required to initiate, or otherwise in its discretion decides to initiate, a withdrawal of the Product, Merz will notify Customer prior to the initiation of the withdrawal. If Customer independently believes that a withdrawal of the Product may be necessary or appropriate, it must notify Merz, and it will fully cooperate with Merz concerning the necessity and nature of the actions. Customer shall immediately inform

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF MERZ BIOMATERIALS

Merz of any formal or informal inquiry of which it has actual knowledge relating to the Product supplied hereunder by any regulatory agency of any state or national or supranational authority.

10. Records: Customer will create and maintain accurate records of all activities and events related to the Products to the extent necessary to ensure product traceability. The records will be constructed in such a manner that all significant activities or events will be traceable for a period of not less than 15 years past the date of manufacture. Such records must be clear and readily available to Merz upon Merz's written request.

11. Disclaimer: Limitation of Liabilities: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS ARE PROVIDED TO CUSTOMER "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND. MERZ EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. MERZ SHALL HAVE NO LIABILITY TO CUSTOMER, ITS AFFILIATES, OR ITS END CUSTOMERS, OR TO ANY OTHER THIRD PARTY, FOR ANY DAMAGES, INCLUDING DAMAGES RESULTING OR ALLEGED TO RESULT FROM ANY DEFECT, ERROR, OR OMISSION IN THE PRODUCTS, OR AS A RESULT OF ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. UNDER NO CIRCUMSTANCES WILL MERZ HAVE ANY LIABILITY TO CUSTOMER FOR, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS, AND RELIANCE DAMAGES. CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES WILL MERZ'S LIABILITY UNDER THIS AGREEMENT FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PARTICULAR PRODUCT(S) INVOLVED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT WILL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

12. Indemnity: To the fullest extent permitted by law, Customer agrees to indemnify, defend, and hold harmless Merz, including Merz's affiliates and their officers, directors, agents, employees, successors, and assigns, from and against any claim, demand, cause of action, debt, liability, loss, fine, damage, or expense (including reasonable attorneys' or legal fees, expenses, and court costs) that relate to: (i) the further processing or formulation, storage, labeling, promotion, marketing, use, sale, distribution, or other exploitation of the Product; (ii) use of the Products in combination with any products, materials, or equipment supplied by a party other than Merz; (iii) Customer's marketing, advertising, promotion or sale of any product containing the Products; (iv) Customer's breach of this Agreement; (v) Customer's gross negligence or willful misconduct; or (vi) Customer's failure to abide by all applicable laws, rules, regulations, and orders that affect the Products.

13. Protected Health Information: Customer shall not disclose any Protected Health Information to Merz, and Customer shall be solely and exclusively liable for any and all damages, awards, costs, expenses, and or fees related to Customer's breach of this section. "Protected Health Information" and "Disclosure" have the meanings set forth in 45 C.F.R. § 160.103.

14. Debarment: Customer represents and warrants to Merz that neither it nor any of its personnel: (i) is under investigation by the FDA for debarment action or is presently debarred pursuant to the Generic Drug Enforcement Act of 1992, as amended (21 U.S.C. §301 et seq.), or (ii) has a disqualification hearing pending or has been disqualified by the FDA pursuant to 21 C.F.R. §312.70 or its successor provisions. In addition, Customer represents and warrants to Merz that it has not engaged in any conduct or activity which could lead to any such disqualification or debarment actions. Customer further represents and warrants to Merz that, within five years preceding the effective date of this Agreement, neither Customer nor any person employed by Customer has been convicted of any offense required to be listed under Section 306(k)(2) of the Federal Food, Drug and Cosmetic Act.

15. Compliance: Customer shall comply with all applicable anti-corruption, anti-bribery, and anti-kickback laws, rules, and regulations, including, without limitation, the United States Foreign Corrupt Practices Act (15 U.S.C. §78dd-1, et seq.) and other laws, rules, and regulations applicable to where Customer conducts business. Customer shall maintain in effect all applicable requisite licenses, permissions, authorizations, consents and permits. Customer shall comply with all export and

import laws of all countries involved in the sale of the Products (and/or sale of products containing or incorporating the Product). Customer assumes all responsibility for shipments of Products requiring any government import clearance.

16. Essential Basis of the Bargain: Customer acknowledges that Merz has set its Product prices and entered into the Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties, and Customer's indemnity obligations set forth herein, that the same form an essential basis of the bargain between the Parties, and THAT THE CONSIDERATION WOULD BE HIGHER IF MERZ WERE REQUIRED TO BEAR LIABILITY IN EXCESS OF THAT STATED HEREIN.

17. Assignment: This Agreement binds Customer, regardless of any financing arrangements, subrogations or assumptions. Customer may not assign its rights or delegate its obligations hereunder except with the prior written consent of Merz (which consent may be withheld in its sole discretion). Merz may subcontract the performance of any obligation of Merz under the Agreement, and Merz may assign any right or obligation under the Agreement, to an affiliated party of Merz.

18. Independent Contractors: No provision of this Agreement will be deemed to create a partnership, joint venture, or other combination between Merz and Customer. Customer and Merz are independent contractors. Neither Party will make any warranties or representations or assume any obligations on the other Party's behalf. Neither Party is or will claim to be a legal representative, partner, agent, or employee of the other Party. Each Party is responsible for the direction and compensation, and is liable for the actions of, its own employees and subcontractors.

19. Amendments: The Agreement may not be amended, altered or modified except in writing by an authorized signatory of Merz. No other purported additions, amendments, alterations or modifications by Customer or any other person, whether oral or written, shall be binding on Merz, regardless of Merz's failure to object or Merz's shipment of Products. In the event of a conflict between these terms and conditions and any other part of this Agreement, these terms and conditions shall govern.

20. Governing Law and Venue: This Agreement and all disputes and matters relating hereto shall be construed in accordance with the laws of the State of North Carolina, USA without giving effect to its conflicts of laws rules. Customer hereby consents to the jurisdiction and venue of any North Carolina state or federal courts, and hereby waives any objections based on inconvenient forum or conflicts of laws principles. The provisions of this Agreement are divisible and the invalidity or unenforceability of any provision or provisions contained herein shall not in any way affect the validity of this Agreement without the invalid or unenforceable provision or provision.

21. Severability: If any provision of this Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

22. Termination; Survival: Merz may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Customer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms and conditions of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Articles 1 through 13; Articles 16 through 23; and all defined terms in this Agreement shall survive any expiration or early termination of this Agreement.

23. Entire Agreement: Customer and Merz acknowledge that there have been no warranties, representations, covenants or understandings made by either Party to the other, except such as are expressly set forth in the Agreement. **Without limiting the foregoing, Customer acknowledges and agrees on behalf of him/herself individually and on behalf of the Customer entity, that, in entering into this Agreement and this transaction: (1) it has relied solely on the terms and conditions of this Agreement; and (2) it has not relied on any oral or written statements by Merz sales representatives, other Merz personnel, or third parties, or on any statements included in any of Merz's written or electronic promotional materials (including its web sites).** This Agreement constitutes the entire understanding and obligation of Customer and Merz with respect to the subject matter of this Agreement and supersedes any prior agreements or understandings, whether oral or written.