STRYKER SOUTH AFRICA STANDARD INVOICE TERMS AND CONDITIONS

1. GENERAL DEFINITIONS

1.1. “Affiliate” means any entity forming part of the Stryker Group of companies.

1.2. “Agreement” means these standard terms and conditions of sale, together with the contents of any written or electronic purchase order.

1.3. “Customer” means any company, entity, firm, trust or person purchasing Products from Stryker South Africa (Pty) Ltd (“Stryker”).

1.4. “Loan Kits” means sets of Products supplied on short-term consignment under an Order for a specific procedure.

1.5. “Orders” means any order for Products placed by the Customer and accepted by Stryker in accordance with this Agreement.

1.6. “Party” means either Stryker or the Customer individually.

1.7. “Parties” means Stryker and the Customer collectively.

1.8. “Products” means any equipment, consumables, prostheses or other products supplied by Stryker.

1.9. “Stryker Group” means Stryker Corporation and any companies under common control with Stryker Corporation. “Control” means the direct or indirect ownership or possession, through one or more intermediaries of fifty-one percent (51%) or more of the outstanding voting share capital entitled to elect directors, managers or other governing bodies.

1.10. “Third Party Products” means products not manufactured or assembled by Stryker and supplied to Stryker by third parties for resale by Stryker.

1.11. “Usages” means Products delivered as part of a Loan Kit and used during procedures.

2. GENERAL TERMS

2.1. Unless otherwise agreed in writing and signed by both Parties, or to the extent inconsistent with (i) regulations governing sales to government bodies or public entities, or (ii) mandatory local law, all Orders, offers, quotations and resulting contracts between Stryker and the Customer shall be governed by these general terms and conditions of sale. These terms supersede and exclude any terms proposed, stipulated or referred to by the Customer. No amendment to this Agreement shall be binding unless made in writing and signed by both Parties.

2.2. An Order shall be deemed accepted only when Stryker issues written confirmation or, if no confirmation is issued, when Stryker ships the Products.

2.3. All descriptions, specifications and illustrations in Stryker’s catalogues, price lists, advertisements or other communications are provided for general reference only and are not incorporated into this Agreement by reference.

2.4. Stryker may amend Product specifications where reasonably required to comply with applicable law, regulatory requirements or binding standards, or at the Customer’s request where Stryker reasonably considers that the amendment will not materially adversely affect the quality, safety, intended use or performance of the Products. Stryker shall notify the Customer of any material amendment before delivery, where reasonably practicable.

3. PRICE AND PAYMENT

3.1. Unless otherwise stated, all quoted prices exclude Value Added Tax, other applicable taxes or duties, and packing, transport and insurance costs. Stryker may charge the Customer for any additional costs arising from special shipping or packaging requests, including overnight or same-day delivery.

3.2. Prices shall be those stated in Stryker’s written quotation or Order confirmation or, where neither specifies a price, Stryker’s price list current on the date the Order is accepted. The invoice shall reflect the applicable agreed price. Before delivery, Stryker may, on written notice, adjust the price to reflect demonstrable increases in taxes, duties, freight, foreign exchange costs or other costs beyond Stryker’s reasonable control, or costs arising from Customer-requested changes or delays caused by the Customer.

3.3. Unless Stryker specifies otherwise, all invoiced amounts are payable within thirty (30) days from the invoice date (the “Due Date”). If payment is not made when due, Stryker may, at its sole discretion, accelerate all outstanding invoices, suspend or cancel outstanding Orders without formal notice, and institute proceedings for recovery of unpaid amounts in any court with competent jurisdiction.

3.4. The Customer may not withhold, defer or set off any amount payable to Stryker because of any alleged dispute, counterclaim or set-off.

4. **DELIVERY**

4.1. Stryker shall use commercially reasonable efforts to meet agreed delivery dates; however, all delivery dates are estimates only and time shall not be of the essence. Stryker shall not be liable for any direct, indirect or consequential damages, costs or losses arising from late delivery of the Products.

4.2. Stryker may make partial deliveries.

5. **TITLE / OWNERSHIP**

5.1. The Products shall remain Stryker's property until Stryker receives full payment in cleared funds. Payments shall be applied to invoices in the order issued and to Products in the order listed on those invoices.

6. **TRANSFER OF RISK / RISK OF LOSS / INSURANCE**

6.1. Notwithstanding the above, risk in the Products shall pass to the Customer on delivery. The Customer shall insure the Products against loss or damage and, if such loss or damage occurs, shall hold any insurance proceeds on behalf of Stryker.

6.2. If payment is overdue in whole or in part, or if the Customer enters business rescue, liquidation, sequestration or any analogous insolvency process, Stryker shall be entitled, subject to applicable law, to require the immediate return of all Products for which title has not passed. The Customer shall, on reasonable written notice, make those Products available for collection and procure lawful access to the relevant premises. Stryker may enter the Customer's premises to recover the Products only with the occupier's consent or pursuant to lawful process. Stryker's demand for, or lawful recovery of, the Products shall not discharge the Customer's payment obligations or prejudice any other remedy available to Stryker.

7. **ADDITIONAL TERMS AND CONDITIONS FOR LOAN KITS**

7.1. Loan Kits are supplied on a sale-or-return basis. Any Products missing when the Loan Kit is returned shall be invoiced.

7.2. All Products used shall be charged at full list price in accordance with Stryker's current price list or, where applicable, the agreed price list.

7.3. Usages from Loan Kits shall be charged per procedure. If a Loan Kit is booked for more than one operation date, each subsequent replenishment shall attract an additional charge.

7.4. Unused Products in a Loan Kit shall be collected on the next working day after the operation date, or as soon as reasonably practicable.

7.5. Deliveries and collections shall be free of charge, except where Loan Kits are booked and dispatched on the same day.

7.6. After the operation, the Customer shall clean and decontaminate all Products in the Loan Kit before return and attach a completed decontamination certificate.

7.7. Stryker maintains procedures to ensure Product traceability. To preserve lot-code traceability, all Products removed from a Loan Kit must be returned to the same Loan Kit in which they were supplied. Any Products returned with lot codes differing from those issued shall be charged at list price.

7.8. Stryker takes reasonable measures to ensure that Loan Kits are supplied complete. Where Stryker is aware of any missing items, such items will be identified on the checklist or bill of materials.

7.9. Any item not identified as missing on the checklist and not reported as missing on receipt of the Loan Kit before return, or not returned to Stryker, shall be invoiced.

8. **INSPECTION**

8.1. The Customer shall inspect the Products immediately upon receipt and, within ten (10) days of delivery, give Stryker written notice of any defects or any claim that the Products do not correspond with the bill of materials or invoice.

8.2. If the Customer does not give such notice, the Customer shall be deemed to have inspected and unconditionally accepted the Products as acceptable and clinically suitable for their intended purpose, and to have waived all related claims.

8.3. Contested Products may be returned to Stryker only with Stryker's prior written consent regarding the method, timing and place of return. No prescriptive, special, modified, discontinued, unsterile, opened, damaged or defaced disposable or consumable Products may be returned. All returns must include the original packing note and the reason for return, together with appropriate decontamination certification and any documentation required by applicable regulatory requirements. Stryker may charge the Customer for any costs incurred where Products are not decontaminated in accordance with regulatory requirements.

8.4. If a claim is justified, Stryker's sole obligation shall be, at its option, to replace the Products or refund the purchase price upon return of the Products. If, after receiving a returned item, Stryker determines that the claim is unjustified (for example, where the Customer placed an incorrect order or changed its mind), the item shall be returned to the Customer at the Customer's expense, and the Customer shall reimburse Stryker for all transportation, labour and related costs incurred in testing the allegedly defective item.

9. WARRANTIES

9.1. For disposable or consumable Products, the applicable warranty is the warranty stated on the packaging. Stryker warrants to the original Customer that, at the time of delivery, each standard Product manufactured by Stryker shall be free from defects in material and workmanship and, when used for the purposes and indications stated on the labelling, shall be fit for those purposes and indications. All Product warranties expire on the Product's expiration date or, for disposable or consumable Products, as stated on the packaging, or, if no period is stated, one (1) year from the date of shipment by Stryker.

9.2. Stryker's warranty shall not apply where: (i) Products are not used in accordance with the instructions for use or are used for a purpose not indicated on the labelling; (ii) the Customer or any third party performs repairs, alterations or other work on the Products, except with Stryker's authorisation and in accordance with Stryker-approved procedures; or (iii) the alleged defect results from abuse, misuse, improper maintenance, accident or negligence by any party other than Stryker. The warranty is conditional upon proper storage, installation, use and maintenance in accordance with Stryker's applicable written recommendations and does not cover damage caused, in whole or in part, by components, accessories, parts or supplies not provided by Stryker.

9.3. For Third Party Products, the Customer's sole warranty shall be the manufacturer's warranty given to Stryker, to the extent that such warranty is transferable to the Customer.

9.4. Stryker's sole obligation shall be, at its option, to repair or replace any defective component or item. The Customer shall, at no cost to Stryker, provide all labour required to remove the defective component or item and install its replacement. The Customer shall bear all risk of loss of, or damage to, returned Products while in transit. If Stryker determines, after receiving a returned item, that no defect or breach of warranty exists, the item shall be returned to the Customer at the Customer's expense, and the Customer shall reimburse Stryker for all transportation, labour and related costs incurred in testing the allegedly defective item.

9.5. Except as expressly provided in this Agreement, and to the extent the Customer is not a person dealing as a consumer as defined in the Consumer Protection Act 68 of 2008, as amended, Stryker makes no representation or warranty of any kind, whether express or implied, in respect of any Products, parts or services supplied by Stryker, including any implied warranties of merchantability or fitness for a particular purpose. Products distributed, but not manufactured, by Stryker are not warranted by Stryker, and the Customer must rely solely on any representations or warranties provided directly by the manufacturer. The sole and exclusive remedy for breach of warranty is limited to the remedies set out in the preceding paragraph.

9.6. Warranties for non-disposable Products are set out in the relevant Product data sheet, accompanying user manual or technical guide, collectively referred to as the "Instructions for Use".

10. STORAGE, HANDLING AND USE OF PRODUCTS

10.1. From the time the Customer receives the Products, the Customer shall be responsible for any mishandling that causes damage to, or arising from, the Products.

10.2. Premises used to store or handle Products shall:

(i) be appropriately designed and have sufficient space for storage, cleaning, maintenance and other necessary operations;

(ii) adequately protect Products from conditions that may affect quality, including lighting, temperature, humidity, airborne particles and microbial contamination; and

(iii) provide adequate separation of Products, including separate and suitable areas for defective Products, recalled Products and waste disposal.

10.3. Activities that may generate impurities or other contaminants shall not be performed in areas where Products are stored.

10.4. The Customer shall implement and maintain the following systems:

(i) a documented preventative pest-control system, including regular inspections and routine baiting and/or insecticide treatment, designed to

prevent contamination of materials and Products;

(ii) an end-user complaint tracking system to facilitate the communication of complaints to Stryker; and

(iii) a recall system capable of tracing Products by reference, lot or batch number and quantity, and of tracking complaints from the Customer's customers so that such complaints can be reported to Stryker.

10.5. The Customer shall implement an effective stock-rotation system. A first-in, first-out system is recommended, particularly for sterile Products or Products with an expiry date.

10.6. The Customer shall store, handle and use the Products in accordance with Stryker's Instructions for Use.

10.7. The Customer shall not resell the Products.

11. LIMITATION OF LIABILITY

11.1. Stryker's aggregate liability arising out of or in connection with an Order, whether in contract, delict (including negligence), breach of statutory duty or otherwise, shall not exceed the price paid or payable for the Products giving rise to the claim.

11.2. Stryker shall not be liable for any indirect, special or consequential loss, including loss of profits, revenue, business, opportunity, data or goodwill, or for recall costs, except to the extent such liability cannot lawfully be excluded. Stryker shall not be liable for losses arising from a third-party claim except to the extent directly caused by Stryker's breach of this Agreement, negligence or wilful misconduct, and subject always to the other limitations in this Agreement.

12. INDEMNIFICATION

12.1. The Customer shall indemnify and hold harmless Stryker and its officers, employees, agents and subcontractors against all actual or threatened third-party claims, losses, damages, expenses, legal costs and related liabilities, of whatever nature and however arising, relating to the Customer's performance, purported performance or non-performance of any act or obligation.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. The supply of Products does not grant the Customer any right to use Stryker's patents, registered designs, trademarks, copyright or other intellectual property rights, all of which remain the property of Stryker.

13.2. Any specifications, plans, drawings, process information, patterns, designs, formulae, processes or other materials created, calculated, prepared or designed by Stryker to meet the Customer's requirements or instructions in connection with the supply of Products, together with any information derived from or communicated in relation to them, shall remain Stryker's property and shall be kept confidential.

13.3. The Customer shall not remove or alter any indication, notice, label or other marking affixed to the Products that refers to the manufacturers or Stryker's instructions or recommendations for use.

14. DATA PROTECTION

14.1. Each Party shall process personal information in accordance with the Protection of Personal Information Act 4 of 2013 and other applicable data-protection laws. Stryker may process personal information reasonably necessary to administer Orders, invoices, provide Products and services, manage accounts, prevent fraud, comply with law and communicate operational updates. Direct marketing communications shall be sent only where permitted by applicable law, and recipients may opt out at any time. Stryker may disclose personal information to Affiliates and service providers, including recipients outside South Africa, where reasonably necessary for these purposes and subject to appropriate safeguards required by law. Stryker shall implement appropriate technical and organisational measures to protect personal information. Data-subject requests for access, correction, objection or deletion shall be handled in accordance with applicable law and Stryker's privacy notice.

14.2. The Customer further acknowledges that the performance of services under this Agreement does not require access to, use of or disclosure of patient data. The Customer shall defend, indemnify and hold harmless Stryker against all costs, damages, expenses, liabilities and obligations, however arising, including those resulting from third-party claims or proceedings allegedly caused by the Customer's breach of applicable privacy laws in performing this Agreement.

15. COMPLIANCE

15.1. The Customer shall comply with good business practices and all laws and regulations applicable to this Agreement, in a manner that protects and promotes Stryker's image and reputation. In particular, the Customer shall comply with all South African laws and regulations relating to the marketing, distribution,

supply, sale, labelling and installation of the Products, including the SAMED Medical Device Code of Ethical Marketing and Business Practice.

15.2. The Customer shall notify Stryker within twenty-four (24) hours of any event giving rise to a reporting obligation for the Customer and/or Stryker. Where an event represents an imminent hazard requiring notification to the relevant regulatory authority, the Customer shall notify Stryker immediately. The Customer shall maintain adequate Product-tracking records to enable Stryker to comply with applicable medical-device tracking requirements.

15.3. The Customer shall comply with Stryker's instructions relating to: (i) the safe disposal of batteries under the EU Batteries Directive 2006/66/EC, or any local law equivalent; (ii) the collection and disposal of waste generated by the Products under the EU Waste Electrical and Electronic Equipment Directive 2002/96/EC, as transposed into local law; (iii) the registration, evaluation and authorisation of chemicals under EU Regulation 1907/2006, as transposed into local law; (iv) the EU RoHS Directive 2002/95, as transposed into local law; and (v) the EU Packaging Waste Directive 94/62/EC, as transposed into local law.

15.4. The Customer shall comply with all applicable local anti-corruption laws in the country in which it is registered or domiciled and represents and warrants that:

(i) it is familiar with the United States Foreign Corrupt Practices Act and, without limiting any other provision of this Agreement, shall not, and shall ensure that its employees, directors, officers, agents and other persons acting on its behalf ("Related Parties") do not, directly or indirectly, make any payment or give anything of value to any government or government-agency official for the purpose of influencing any official act or decision, inducing the official to use his or her influence, obtaining or retaining business, securing favourable treatment, or obtaining any other special concession; and

(ii) it has not used, and shall not use, any funds for unlawful political contributions, gifts, entertainment or other unlawful political expenses, and has not made, and shall not make, any unlawful payment to government officials, government employees, political parties or political campaigns.

16. **LAWS**

16.1. The Customer shall comply with: (i) all applicable laws, rules and regulations in South Africa; and (ii) the manufacturer's specifications and instructions relating to the operation, ownership, use and possession of the Products.

16.2. All disputes arising out of or in connection with this Agreement shall be governed by and interpreted in accordance with the laws of South Africa. The Customer submits to the jurisdiction of the High Court, Gauteng of South Africa.