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STRYKER CRANIOMAXILLOFACIAL WARRANTY AND RETURN POLICY

A. **Product Warranty.**

This warranty shall apply only to the original end-user purchaser of products directly from Stryker Craniomaxillofacial or a Stryker Craniomaxillofacial authorized distributor. This warranty may not be transferred or assigned without the express written consent of Stryker Craniomaxillofacial. Stryker Craniomaxillofacial warrants solely to Customer that its Products (i) meet Stryker Craniomaxillofacial's product specifications, (ii) are free from defects in materials and workmanship, and (iii) if labeled as sterile, meet Stryker Craniomaxillofacial's specifications for sterilization. Due to the numerous factors involved in the shipment and delivery of the Products, the implantation of the Products, including surgical technique and operative conditions, as well as internal and external biological and biomechanical considerations relevant to the recipient, except as set forth in the immediately preceding sentence, TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO STRYKER CRANIOMAXILLOFACIAL'S PRODUCTS AND AR E EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER CRANIOMAXILLOFACIAL, AND STRYKER CRANIOMAXILLOFACIAL HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON- INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL STRYKER CRANIOMAXILLOFACIAL BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.

B. **Return Policy.**

Please obtain authorization before returning Product for credit. Your local Stryker Craniomaxillofacial Sales Representative or Customer Service Department (telephone number provided on invoice) can provide you with a Return Merchandise Authorization (RMA) number. Use of this RMA number will expedite your credit. Return pre-paid to the attention of the Credit Return Department, and please include the following:

1. Return Merchandise Authorization number valid for 30 days only
2. Original invoice number
3. Customer name, address, and account number
4. A packing list itemizing each item being returned
5. Reason for Product return

Credit cannot be issued for returns of discontinued, special, or modified items. A 20% restocking fee will be assessed on Products returned beyond 30 days after the original invoice date. No credit will be issued for Products being returned beyond 90 days after the original invoice date. Sterile packaged Products cannot be returned for credit.

Custom implants are non-returnable without Stryker Craniomaxillofacial's prior written consent. Any custom implants that are unused due to reasons outside of Stryker Craniomaxillofacial's control will be invoiced to Customer up to 50% off of system or quoted price, as applicable and such invoices shall be paid within thirty (30) days following the invoice date.

Please package Products carefully, as credit cannot be issued for Products damaged in return shipment due to packaging inadequacy. All Products returned for credit must be in resalable condition. Stryker Craniomaxillofacial does not accept any COD returns. Return shipping costs are borne by Customer unless Stryker specifically agrees otherwise.

If a return does not comply with these terms, Stryker Craniomaxillofacial reserves the right to destroy the product at Customer's expense. Any replacement would be at Customer's expense.

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STRYKER INSTRUMENTS PRODUCT WARRANTY AND RETURN POLICY

A. **Product Warranty.**

1. **Standard Warranty.** Stryker Instruments ("**Stryker**") warrants all products, subject to the exceptions provided herein, to (i) be free from defects in materials and workmanship and (ii) substantially conform to Stryker's product specifications contained in the documentation provided by Stryker with the products for a period of one year from the date of shipment (the "**Warranty Period**"). This warranty shall apply only to the original end-user purchaser of products directly from Stryker or its authorized distributors. This warranty may not be transferred or assigned without the express written consent of Stryker.
   1.1. **Preventative maintenance inspections and diagnostic service visits are expressly excluded from the scope of the Product Warranty. Accordingly, any costs associated with such services shall be billed separately.**
   1.2. **Notwithstanding the above, the following products are warranted for the periods indicated from the date of purchase:**

Product Description	Warranty Period
Elite, TPS, and footed attachments	12 months/100 uses (whichever comes first)
Handpiece power cords	6 months
Bur guards and bur shields	6 months
Surgical helmet batteries	6 months
MIS and iBur hubs	6 months/50 uses (whichever comes first)
SILVERGlide® bipolar forceps	90 days/20 sterilization cycles (whichever comes first)
Powered instrument batteries and SmartGRIPs	90 days/100 sterilization cycles (whichever comes first)
Powered instrument battery containers	90 days
Repairs	90 days
Reusable irrigation tubing, tips and clips	30 days
Burs, blades and cutting accessories	No warranty
Screws and drill bits	No warranty
Navigation pins, batteries and guidewires	No warranty
Implants, disposables, and consumables	No warranty

   1.3. Products and product components repaired or replaced under this warranty continue to be warranted as described herein during the initial Warranty Period or, if the initial Warranty Period has expired by the time the product is repaired or replaced, for 30 days after delivery of the repaired or replaced product. When a product or component is replaced, the item provided in replacement will be the Customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the product for which the refund is provided must be returned to Stryker and will become Stryker's property.
2. **Warranty Remedies.** If a valid warranty claim is received within the Warranty Period, Stryker will, in its sole discretion: (i) repair the product at no charge; (ii) replace the product at no charge with a product that is at least functionally equivalent to the original product; or (iii) refund the purchase price of the product. In any event, Stryker's sole obligation to Customer, and Customer's exclusive remedy shall be limited to the replacement value of the defective or non-conforming part or component.
3. **Warranty Limitations.** This warranty does not apply to: (i) products that have been misused, neglected, modified, altered, adjusted, tampered with, improperly installed or refurbished; (ii) products that have been repaired by any person other than Stryker personnel without the prior written consent of Stryker; (iii) products that have been subjected to unusual stress or have not been maintained in accordance with the instructions in the user manual, maintenance manual, operating instructions, or as demonstrated by an authorized Stryker representative, as determined in Stryker's sole discretion; (iv) products on which any

original serial numbers or other identification marks have been removed or destroyed; or (v) products that have been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of Stryker products, only Stryker accessories should be used. Stryker reserves the right to invalidate product warranties and complimentary loaner programs if Stryker products are used with accessories not manufactured by Stryker; if products are misused, adulterated or otherwise used not in accordance with the instructions for use; or if repairs are performed by any party other than authorized Stryker repair personnel.

B. **Software Warranty.**

1. **Standard Warranty**. Certain Stryker products contain software that is installed into the products by Stryker and such software is warranted: (a) for a term of one year to operate substantially in accordance with the product documentation; or (b) in accordance with the applicable terms and conditions, which may be set forth at https://www.stryker.com/us/en/legal/it.html. This warranty includes software patches designed to mitigate viruses. Software Warranty DOES NOT cover any future upgrades, updates or new releases. You must be covered under a Stryker Software Maintenance Agreement to receive software upgrades, updates, and releases.
2. **Warranty Remedies.** Stryker agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the Software Warranty Period. Stryker's sole obligation to Customer, and Customer's exclusive remedy is the correction or replacement of any nonconformity. Customer shall provide Stryker with written notice when a nonconformity exists, and Stryker will have a reasonable period of time, based on the severity of the nonconformity, to correct.
3. **Warranty Limitations.** Stryker's software warranty is expressly conditioned upon Customer's proper use of the software and compliance with the applicable product documentation. Errors, defects, and malfunctions that are traceable to Customer's action, errors or system changes shall be billed at Stryker's time-and-material charges, including out-of-pocket expenses.
4. **Third-Party Software**. STRYKER MAKES NO WARRANTY AND DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY THIRD-PARTY SOFTWARE AND COMPONENTS, (INCLUDING BUT NOT LIMITED TO OPEN SOURCE SOFTWARE) AND WHATEVER WARRANTY MAY APPLY TO ANY THIRD-PARTY SOFTWARE AND COMPONENTS, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY OWNER OR LICENSOR OF THE THIRD-PARTY SOFTWARE. STRYKER EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE THIRD-PARTY SOFTWARE AND COMPONENTS, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

C. **Warranty Disclaimer.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO STRYKER'S PRODUCTS AND SOFTWARE, AND A RE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING ITS PRODUCTS, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON- INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.

D. **Return Policy**. Please obtain authorization before returning merchandise for credit. Your local Stryker Sales Representative or Customer Service Department (telephone number provided on invoice) can provide you with a Return Merchandise Authorization (RMA) number. Use of this RMA number will expedite your credit. Return pre-paid to the attention of the Credit Return Department, and please include the following information:

1. Return Merchandise Authorization number

2. Original invoice number
3. Customer name, address and account number
4. A packing list itemizing each item being returned
5. Reason for product return

Credit cannot be issued for returns of discontinued, special, or modified items. A 20% restocking fee will be assessed on items returned beyond 30 days after original invoice date. No credit will be issued for products being returned beyond 90 days after the original invoice date.

STERILE PACKAGED items may be returned under the following conditions:

1. **Packaging must remain unopened and untampered with. Any damage that impacts product or packaging quality or safety cannot be returned for credit.**
2. **Packaging integrity must not be compromised. Minor dents, creasing, scratches are acceptable, but any penetration of the corrugated shipper, moisture damage, presence of contaminates, or damage that affects the product or integrity of the packaging shall not be allowed for return.**
3. **Product label must be present, legible and free of major damage.**
4. **The product packaging must remain unopened and untampered with. The take seal of the product must be undamaged and intact.**
5. **For US, product must have a minimum of nine (9) months remaining before expiration date at time of receipt.**
6. **For Rest of World, product must have a minimum of twelve (12) months remaining before expiration date at time of receipt.**

Products that require strict temperature and/or humidity control may not be returned for credit. Products with the normally stated range of -20 to 40C and 10% to 75% Relative Humidity or larger are allowed. Please package items carefully, as credit cannot be issued for items damaged in return shipment due to packaging inadequacy. All merchandise returned for credit must be in resalable condition or may be subject to an additional restocking fee. Stryker does not accept any COD returns. Return shipping costs are borne by the Customer unless Stryker specifically agrees otherwise.

Please clean and sterilize all potentially contaminated products prior to returning them to Stryker. It is unlawful to transport bio-contaminated products through interstate commerce, unless they are properly packaged and labeled as such.

If a return does not comply with the terms of this return policy, Stryker reserves the right to destroy the product at the Customer's expense. Any replacement would be at the Customer's expense.

E. Confidentiality. Prior to sending any product to Stryker, Customer must remove or secure any "Protected Health Information" ("**PHI**") as defined in the Health Insurance Portability and Accountability Act of 1996 from such product. Although Stryker will make reasonably commercial efforts to secure any PHI encountered, Stryker is not responsible for the security thereof.

STRYKER NEUROVASCULAR WARRANTY AND RETURN POLICY

A. **Product Warranty**.

1. **Standard Warranty.** Stryker Neurovascular warrants that its products are (i) manufactured, packaged, and tested with reasonable care, (ii) are free from defects in materials and workmanship, and (iii) if labeled as sterile, meet Stryker Neurovascular's specifications for sterilization for the period from the date of purchase up to and including the "use before" or expiration date described on the product's label (the "**Warranty Period**"). This warranty shall apply only to the original end-user purchaser of products directly from Stryker Neurovascular or its authorized distributors. This warranty may not be transferred or assigned without the express written consent of Stryker Neurovascular.

2. **Warranty Limitations.** This warranty shall not apply to products that have been resterilized, repaired, altered, or modified in any way, nor to products that have been improperly stored or improperly installed, operated or maintained.

3. **Warranty Remedies.** If a valid warranty claim is received by Stryker Neurovascular within the Warranty Period, Stryker Neurovascular will repair or replace, at its option, any product that Stryker Neurovascular determines was non-conforming at time of shipment. The remedies set forth in herein shall be the exclusive remedy available to Customer. No agent, employee or representative of Stryker Neurovascular has any authority to change any of the foregoing or assume or bind Stryker Neurovascular to any additional liability or responsibility in connection with its products. Customer's use of a product shall be deemed acceptance of the terms and conditions of this warranty.

4. **Warranty Disclaimer.** Because Stryker Neurovascular has no control over the operation, inspection, maintenance, or use of its products after sale and has no control over selection of patients, TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO STRYKER NEUROVASCULAR'S PRODUCTS AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER NEUROVASCULAR, AND STRYKER NEUROVASCULAR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING ITS PRODUCTS, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL STRYKER NEUROVASCULAR BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS. Customer assumes all liability, whether based on warranty, contract, negligence, or otherwise, for damages resulting from handling, possession, use or issue of the Product.

B. **Return Policy.** Stryker Neurovascular will accept returns for credit or exchange up to 90 days after Customer delivery; however, a 10% restocking fee will be applied for Products returned after 20 days. All returns must be in saleable condition and compliant with the following return criteria:

- Expiration date must be at least 9 months from the return date
- Product is in original package and intact
- There are no damages (i.e. broken pouch, crushed Product, etc.)
- There is no writing on package
- All original Product labels are intact and on product
- There are no added hospital labels
- There are no patient charge labels

Permission to return merchandise is required for all returns. Contact Customer Service (telephone number provided on invoice) for a Return Merchandise Authorization (RMA) number. The request for return should include the reason, and order number or PO number.

Product returns should be shipped to:

Stryker – US CDC
RMA #
1551 Perry Road, Suite 101
Plainfield, IN 46168

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Limited warranty

Acute Care Products

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales, LLC ("Stryker"), warrants the following Stryker products ("Products"), which are purchased from Stryker or authorized resellers, for use in the United States of America, to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of deliver to the First Purchaser.[1]

Fifteen Years
• Welds on Epic and Epic Plus, Secure II, S3 (3002), GoBed II, Rose, Florence
Ten Years
• IsoFlex LAL gel and foam (2860) • IsoTour Core • Welds on: Cub General Pediatric Stretcher, Eye Surgery Stretcher, Fluoroscopy Stretcher, Gynnie OB/GYN Stretcher, Prime X Stretcher (X-Ray), Prime Series Stretcher(s), Stretcher Chair, Surgi-Stool, Transport Stretcher, Bari10A, GoBed+, GoBed, S3, ProCuity, InTouch, S3 (3005), Bari 10A, Birthing Bed, M-Series Stretcher(s) • Steel frame/arms and wood frame components for Michael Graves Patient Chairs/Ottoman • Symmetry PLUS recliner (casters, metal arms, frame, plastic components, and reclining mechanism parts only) • Symmetry II (wood) • Unity Side Seating and Sleepers (frame/arms and wood frame components, mechanisms, casters, and electrical components)
Eight Years
• Welds on MV3 • Unity Recliners (parts only: frame/arms and wood frame components, plastic components, mechanisms, and casters)
Seven Years
• Michael Graves Bedside Stand metal drawer frames and glides • Welds on TruRize, Infant Bassinet
Five Years
• Symmetry PLUS recliner (reclining mechanism labor, seat springs, and wood) • Symmetry II (steel, mechanism) • Welds on Spirit, Nara Bassinet, Prime TC
Three Years
• Prime TC sold before 8/1/23(parts only) • PrimeTC sold 8/1/23 and after (parts, labor and travel) • ComfortGel SE internal mattress, (excluding cover and fire barrier) • IsoFlex SE internal mattress, (excluding cover and fire barrier) • Stryker Air Pump (2861) • Michael Graves Bedside Cabinet, Bedside Stand, Overbed Table (excluding gas spring assembly), Patient Chairs/Ottoman • IsoFlex LAL cover/fire barrier • IsoTour Cover • IsoTour Pump • Stryker Air Plus Pump (2863)

[1] First Purchaser means the first purchaser or lessee of the Products, directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers, and directors.

• Symmetry PLUS recliner (textiles and foam) • Symmetry II (textiles, foam, and casters, springs, and mattress) • Unity (textiles and foam)	
Two Years	
• IVEA Equipment Management Tool (excluding Sure Trek Casters) • Isolibrium • Unity Recliners (parts and labor)	• Mistral Air (MA1200-PM or MA1100-PM) • Prime Series Stretchers • Prime X Stretcher (X-Ray)
One Year	
• Altrix, Altrix Reusable Adapter Cable, or Altrix Temperature Management Hose • Bedside Stands • Cub General Pediatric Stretcher • Fluoroscopy Stretcher • Insulated Clik-Tite or Colder Connector Hose • Maternity Furniture (NARA) • Reusable Patient Temperature Output Cable • SPR Plus • Stretcher Chair or Eye Stretcher Chair • Surgi-Stool • Symmetry II and Symmetry Plus Patient Room Furniture • TruFit Overbed Tables • Prime TC sold before 8/1/23 (labor and travel) • Secure Connect • ComfortGel SE cover, fire barrier	• Arise 1000 EX • BariMatt Plus • ComfortGel • Eye Surgery Stretcher • Gynnie OB/GYN Stretcher • IsoAir • IsoTour • Mistral Air Hose • ProForm • S3, InTouch, Bari10A, EpicII, GoBedII, LD304, MV3, Spirit Plus, Spirit Select Beds, ProCuity • T/Pump • Transport Stretcher • UltraComfort SE • Michael Graves Overbed Table Gas Spring Assembly • IsoFlex SE cover, fire barrier • TruRize
180 Days	
• IVEA Equipment Management Tool Sure Trek Casters	
90 Days	
• Mul-T Blankets (reusable) • T/Pad Products • Installed repair parts • All other product accessories	
30 Days	
• Rapr-Round Products • Mul-T Pad (single patient use) • Mul-T Blankets (single patient use) • Sof.Care Chair Cushions, Duo Guard, HeelCare or Overlay	
14 Days	
• Altrix Temperature Management Wraps	
Single Patient Use	
• Mistral Air Blankets	
Expected Useful Life of the Product	
• Bedside Stand steel frame/arms and wood frame components	

The sole and exclusive remedy for any Products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; (ii) used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (iii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker, in any way which, in the judgment of Stryker, affects its stability and reliability; (iv) that have been subjected to unusual stress or have not been properly maintained; or (v) on which any original serial numbers or other identification marks have been removed or destroyed.

Stryker, in its sole discretion, will determine whether warranty service on a Product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all Products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY**.

If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state.

TO OBTAIN PARTS AND SERVICE

The Products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative or call Stryker Customer Service USA at 1-800-327−0770.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. **Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt.** Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.

RETURN POLICY

Please obtain authorization before returning merchandise for credit. Your local Stryker Sales Representative or Customer Service Department (telephone number provided on invoice) can provide you with a Return Merchandise Authorization (RMA) number. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to customer at customer's expense.

Return pre-paid to the attention of the Credit Return Department, and please include the following information:

1.Return Merchandise Authorization number
2.Original invoice number
3.Customer name, address, and account number
4.A packing list itemizing each item being returned

5.Reason for product return

Credit cannot be issued for returns of discontinued, special, or modified items. A 20% restocking fee may be assessed on items returned beyond 30 days after original invoice date. No credit will be issued for products being returned beyond 90 days after the original invoice date. Sterile packaged items cannot be returned for credit.

Please package items carefully, as credit cannot be issued for items damaged in return shipment due to packaging inadequacy. All merchandise returned for credit must be in resalable condition. All merchandise must be returned in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Stryker, which product may be returned in its existing condition. Stryker may not accept the return of a non-defective and conforming product if customer breaks the security seal on the product. Stryker does not accept any COD returns. Return shipping costs are borne by the Customer unless Stryker specifically agrees otherwise.

Please clean and sterilize all potentially contaminated products prior to returning them to Stryker. It is unlawful to transport bio-contaminated products through interstate commerce unless they are properly packaged and labeled as such.

If a return does not comply with the terms of this return policy, Stryker reserves the right to destroy the product at the Customer's expense. Any replacement would be at the Customer's expense.

The foregoing Return Policy does not apply to Flex Financial transactions. Product returns are governed by your Flex Financial agreement.

ORDER CANCELLATION

Should Customer elect to cancel its order, in whole or in part, Customer will be liable to Stryker for any non-refundable deposits and reasonable cancellation charges that will include, but not be limited to, all costs and expenses incurred by Stryker in connection with procuring and filling Customer's purchase order.

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Limited warranty

Emergency care products

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales, LLC ("Stryker"), warrants the following products which are purchased from Stryker or authorized resellers for use in the United States of America to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of delivery to the first purchaser.*

15 years

- Evacuation chair

8 years

- LIFEPAK® CR2 automated external defibrillator
- HeartSine® samaritan® PAD automated external defibrillator

7 years

- Welds on Stair-PRO® stair chair, Power-PRO™ 2 powered ambulance cot, Power-PRO XT powered ambulance cot, Power-LOAD® powered cot fastener system, Performance-PRO™ XT manual ambulance cot, Performance-LOAD® manual cot fastener system

5 years

- LIFEPAK 35 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)
- LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)
- LIFEPAK 1000 defibrillator

3 years

- McGRATH™ MAC video laryngoscope
- Power-PRO XT power train (includes motor pump assembly and hydraulic cylinder assembly)

2 years

- Stair-PRO (parts only)
- Power-LOAD (parts only)
- Performance-PRO XT (parts only)
- Performance-LOAD
- Power-PRO 2
- Power-PRO XT
- Power-PRO IT
- SMRT Power System™ (Power-PRO XT)
- CodeManagement Module®
- LIFEPAK CR2 Trainer
- LIFEPAK 1000 Trainer
- HeartSine samaritan Trainer
- HeartSine Gateway
- Xpedition® powered stair chair

1 year

- Stair-PRO (parts and labor)
- Power-LOAD (parts and labor)
- Performance-PRO XT (parts and labor)
- MX-PRO® R3 x-frame ambulance cot
- MX-PRO bariatric transport cot
- Expendable components for Power-PRO 2, Power-PRO XT and Performance-PRO XT (i.e. mattresses, nylon restraints, IV poles, storage nets, storage pouches, oxygen straps and other soft goods)
- SMRT Power System™
- LIFEPAK 35 monitor/defibrillator, used in non-hospital settings
- LIFEPAK 15 monitor/defibrillator, used in non-hospital settings
- LIFEPAK Certified Pre-Owned defibrillators
- LUCAS® chest compression system (including the LUCAS device with upper part and back plate), carrying case, battery, stabilization strap and patient straps
- LIFEPAK 20e internal battery system
- Battery charging systems and power adapters
- MASIMO® SET® Rainbow® reusable sensors

* First purchaser means the first purchaser or lessee of the products listed above directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

180 days

- MASIMO™ cables and SET SpO_2 sensors

90 days

- CHARGE-PAK charging unit
- LIFEPAK advanced cardiac life support (ACLS) training device
- LIFEPAK 15 and 20e advanced cardiac lifesupport (ACLS) training devices
- Sterilizible internal paddles (one-piece design)
- Installed repair parts
- All other product accessories and disposables

60 days

- XPR® restraints

The sole and exclusive remedy for any products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (ii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker or its authorized representatives, in any way which, in the judgment of Stryker, affects its stability and reliability (iii) that have been subjected to unusual stress or have not been properly maintained or (iv) on which any original serial numbers or other identification marks have been removed or destroyed.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state.

TO OBTAIN PARTS AND SERVICE

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative, or call Stryker Customer Service USA at 1-800-327−0770.

RETURN AUTHORIZATION

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items not subject to return.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at stryker.com

Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, HeartSine, LIFEPAK, LUCAS, MX-PRO, Performance-LOAD, Performance-PRO, Power-LOAD, Power-PRO, samaritan, SMRT, Stair-PRO, Stryker, TrueCPR, Xpedition. Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052 U.S.A.
Toll free 800 442 1142
stryker.com

Jolife AB
Scheelevägen 17
Ideon Science Park
SE-223 70 Lund
Sweden

Stryker
3800 E. Centre Avenue
Portage, MI 49002 U.S.A.
Toll free 800 784 4336
stryker.com

HeartSine Technologies Ltd.
207 Airport Road West
Belfast, BT3 9ED
Northern Ireland
United Kingdom

Sage standard product warranty and returned goods policy

1. **Warranty.** The Products are warranted to be free from manufacturing and material defects for a period of one year after delivery of same, unless otherwise stated per product. Any Products that become defective during this period will be replaced. All warranties hereunder are made subject to the proper use by the customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (a) that have been misused, modified, refurbished, or repaired without the prior consent of Sage, (b) that have been subjected to unusual stress or have not been properly maintained, or (c) on which any original serial numbers or other identification marks have been removed or destroyed. In any event, Sage's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY SELLER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

2. **Returned goods policy.**

   (a) The following policy applies to all Product returns, including returns of damaged, defective, recalled or incorrectly shipped Product:

      i. All Products being returned must be returned with a Returned Goods Authorization ("RGA") number. An RGA number can be obtained from one of Sage's Customer Service Representatives by calling 1-800-323-2220. When the returned Product is identified with an RGA number, Sage is able to expedite the credit process.

   (b) The following policies apply to Product returns, other than returns of damaged, defective, recalled, or incorrectly shipped Product:

      i. Product returned to Supplier is subject to a 25% restocking fee. This fee is to defray the cost of inspecting and repackaging all returned Product.

      ii. Full cases only will be accepted for return.

      iii. Discontinued/expired Product cannot be authorized for return.

      iv. Return freight is the responsibility of the shipper.

Sage Capital Equipment Warranty & Return Policy

1. **Standard Warranty.** Sage Products, LLC ("Sage") warrants all capital equipment (hereafter "**Products**"), subject to the exceptions provided herein, to (i) be free from defects in materials and workmanship and (ii) substantially conform to Sage's product specifications contained in the documentation provided by Sage with the Products for a period of one (1) year from the date of purchase (the "**Warranty Period**"). This warranty shall apply only to the original end-user purchaser of Products directly from Sage. This warranty may not be transferred or assigned without the express written consent of Sage.

   1.1. Products and Product components repaired or replaced under this warranty continue to be warranted as described herein during the initial Warranty Period or, if the initial Warranty Period has expired by the time the product is repaired or replaced, for thirty (30) days after delivery of the repaired or replaced product. When a product or component is replaced, the item provided in replacement will be the Customer's property and the replaced item will be Sage's property. If a refund is provided by Sage, the Product for which the refund is provided must be returned to Sage and will become Sage's property.

2. **Warranty Remedies.** If a valid warranty claim is received within the Warranty Period, Sage will, in its sole discretion: (i) repair the Product at no charge; (ii) replace the Product at no charge with a Product that is at least functionally equivalent to the original Product; or (iii) refund the purchase price of the Product. In any event, Sage's liability for breach of warranty shall be limited to the replacement value of the defective or non-conforming part or component.

3. **Warranty Limitations.** This warranty does not apply to: (i) Products that have been misused, neglected, modified, altered, adjusted, tampered with, improperly installed, or refurbished; (ii) Products that have been repaired by any person other than Sage's personnel without the prior written consent of Sage; (iii) Products that have been subjected to unusual stress or have not been maintained in accordance with the instructions in the user manual or as demonstrated by a Sage representative; (iv) Products on which any original serial numbers or other identification marks have been removed or destroyed; or (v) Products that have been repaired with any unauthorized or non-Sage components. In addition, to ensure safe operation of Sage Products, only Sage accessories should be used. Sage reserves the right to invalidate product warranties and complimentary loaner programs if Sage Products are used with disposables or accessories not manufactured by Sage or if repairs are performed by any party other than authorized Sage repair personnel.

4. **Warranty Disclaimer.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO SAGE'S PRODUCTS AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY SAGE, AND SAGE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING ITS PRODUCTS, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL SAGE BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED, OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.

5. **Limitation of Liability**. SAGE'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THESE STANDARD TERMS OF SALE (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW) WILL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS MINUS DEPRECIATION. NEITHER PARTY WILL BE ENTITLED TO NOR WILL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS OR REVENUE OR BUSINESS INTERRUPTION.

6. **Purchased Capital Returned Goods Policy.**

(a) The following policy applies to all Product returns, including returns of damaged, defective, recalled or incorrectly shipped Product:

i. All Products being returned must be returned with a Returned Goods Authorization ("**RGA**") number. An RGA number can be obtained from one of Sage's Customer Service Representatives by calling 1-800-323-2220. When the returned Product is identified with an RGA number, Sage is able to expedite the credit process.

(b) The following policies apply to Product returns, other than returns of damaged, defective, recalled, or incorrectly shipped Product:

i. Product returned to Supplier is subject to a 25% restocking fee. This fee is to defray the cost of inspecting and repackaging all returned Product.

ii. Discontinued/expired Product cannot be authorized for return.

iii. Return freight is the responsibility of the shipper.

Sage Traptex limited warranty

1. **Warranty.** Subject to the terms of this limited warranty, Sage Products, LLC ("Sage') warrants that its Traptex® Toilet Guard and Hopper Guard device (the "Traptex Device") will be free from defects in material and workmanship for a period of two (2) years after the date of original installation (the "Warranty Period"). If a Traptex Device is dislodged due to routine toilet/hopper cleaning or cloth/wipe retrieval and is re-installed by a facility maintenance person who has been trained to re-install Traptex Devices by a Sage installation technician, this Limited Warranty will apply to the re-installed Traptex Device for the balance of the Warranty Period for that Traptex Device. If, during the Warranty Period, Sage is informed that a Traptex Device is defective, and if Sage thereafter determines that the Traptex Device is defective, Sage's Customer Service Department will arrange for a replacement Traptex Device to be provided to the customer at no cost. All warranty inquiries must be directed to Sage's Customer Service Department at 1- 800-323-2220 during regular business hours (Monday – Friday, 7:30 am - 5:30 pm CT). Sage's warranty obligation under this Limited Warranty is limited to replacing Traptex Devices that are defective in material or workmanship.

2. **Warranty limitation.** Sage has no warranty obligation under this Limited Warranty: (a) if the original installation of a Traptex Device is performed by anyone other than a Sage installation technician; (b) if a Traptex Device is dislodged due to routine toilet/hopper cleaning or cloth/wipe retrieval and is re-installed by anyone other than a facility maintenance person who has been trained by a Sage installation technician; or (c) if a Traptex Device is used other than in accordance with the instructions provided by Sage. In addition, Sage will have no further warranty obligation under this Limited Warranty if a Traptex Device is damaged due to misuse, abuse, negligence, or accident or if the Traptex Device is intentionally removed from the toilet/hopper by someone other than a Sage installation technician.

3. **Disclaimer of unstated warranties. The warranty set forth in section 1 of this limited warranty is the only warranty applicable to the Traptex device; and Sage makes no other warranty of any kind whatsoever, including any implied warranty of merchantability or of fitness for a particular purpose. All other warranties, whether written, oral, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed and excluded.**

4. **Limitation of liability. Sage's undertaking in section 1 of this limited warranty to replace a defective Traptex device is exclusive and is in lieu of all other remedies. Sage's liability arising out of the sale, use or operation of a Traptex device, whether in contract, in tort, under this limited warranty, in negligence or otherwise (including claims for direct, indirect, incidental, special or consequential damages, or for any loss of anticipated profits), will not, in any event, exceed the cost of furnishing a replacement for a defective Traptex device, as provided in section 1 of this limited warranty.**

Stryker Communications

Product Limited Warranty

1. Stryker Communications warrants to the Customer purchasing the following Equipment that it shall be free from defects in materials and workmanship for the Warranty Periods noted below, except as provided below (respectively, the "**Warranty Periods**").

Products	Warranty Period	Notes
Booms and Lights	Two (2) Years from Installation Date	This warranty covers all Booms and Lights Equipment with the exception of bulbs, sterilizable handles, filters and any other disposable parts.
New Surgical Tables	One (1) Year from Delivery Date	This warranty covers surgical tables and table accessories
Demo Surgical Tables	Six (6) Months from Delivery Date	This warranty covers demo surgical tables.
ORIS	One (1) Year from Installation Date	This warranty covers ORIS parts and accessories sold by Stryker Communications.
Fortress Modular Wall System	Fifteen (15) Years from Installation Date	This warranty covers Fortress Modular Wall System parts and components.
Installation Services	One (1) Year from Customer Acceptance Date	
Repair Work and Repaired Parts	Four (4) months from the date of repair or for the remaining Standard Warranty Coverage of the original purchased item, whichever is more.	

2. **Remedies for Breach of Warranty**: Remedies for breach of the Product warranty shall be limited to repair or replacement of the affected Product without charge. When repairing Equipment, Stryker will provide all parts and service required to restore equipment under warranty to good working condition, which may include shipment of replacement parts and phone service consultation to conduct minor repairs.

3. **Product Returns**: After Customer Acceptance, no Equipment purchased hereunder may be returned without the express prior authorization of Stryker in its sole discretion, and in conformity with Stryker's Return Policy. Participant must obtain a Return Material Authorization (RMA) number before returning any Product under this warranty. Participant will pay shipping for returned Equipment.

   a. Stryker reserves the right to refuse authorization of returned goods for all custom-built Equipment. All returns of non-defective are subject to a restocking charge.
   b. In no case will non-defective returns be authorized after one hundred twenty (120) days following shipment to Participant.

4. **Warranty Limitations & Disclaimer**: This warranty does not cover: (i) any cosmetic or superficial damage or abnormal wear and tear to the Equipment or coatings applied to such Equipment, (ii) damage caused by external forces or foreign objects, (iii) acts of god (i.e., earthquake, flood, fire, lightning, hail, hurricane, tornado, or other casualty), (iv) building conditions or events (i.e., movement, distortion, collapse or settling, foundation or structure failures, water leaks, smoke, electrical damage, fire), (v) improper handling or cleaning, including the use of any cleaning product or chemistries contrary to the instructions Stryker provides in applicable IFU's or product specifications document, or (vi) Equipment that has been abused, misused, modified, refurbished, tampered with, or repaired without the prior consent of Stryker. Any modification, refurbishment, or repair to the Product by Participant or a third party without the written approval of Stryker will immediately void this warranty in its entirety. This warranty covers only Stryker Equipment and only such Equipment that were installed or, if necessary, reinstalled by Stryker personnel. All warranty work and repairs shall be completed during weekdays. Return visits due to last minute facility changes and weekend work are subject to extra charges. Stryker does not authorize its representatives to make any change or modification to this warranty. All purchases are subject to the standard Stryker Communications Sales and Service Agreement, and applicable Schedules.

STRYKER ENDOSCOPY
PRODUCT WARRANTY & RETURN POLICY

Stryker warrants all products, subject to the exceptions provided herein, to be free from defects in design, materials and workmanship and to substantially conform to the product specifications contained in the documentation provided by Stryker with the products for a period of one year from the date of purchase (the "Warranty Period"). This warranty shall apply only to the original end-user purchaser of products directly from Stryker or a Stryker authorized distributor. This warranty may not be transferred or assigned without the express written consent of Stryker.

If a valid warranty claim is received within the Warranty Period, Stryker will, in its sole discretion: (1) repair the product at no charge, (2) replace the product at no charge with a product that is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. In any event, Stryker's liability for breach of warranty shall be limited to the replacement value of the defective or non-conforming part or component.

This warranty does not apply to: (1) products that have been misused, neglected, modified, altered, adjusted, tampered with, improperly installed or refurbished; (2) products that have been repaired by any person other than Stryker personnel without the prior written consent of Stryker; (3) products that have been subjected to unusual stress or have not been maintained in accordance with the instructions in the user manual or as demonstrated by a Stryker representative; (4) products on which any original serial numbers or other identification marks have been removed or destroyed; or (5) products that have been repaired with any unauthorized or non- Stryker components, including replacement lamps.

If Stryker determines in its reasonable discretion that the claimed defect or non-conformance in the product is excluded from warranty coverage as described hereunder, it will notify the customer of such determination and will provide an estimate of the cost of repair of the product. In such an event, any repair would be performed at Stryker's standard rates.

Products and product components repaired or replaced under this warranty continue to be warranted as described herein during the initial Warranty Period or, if the initial Warranty Period has expired by the time the product is repaired or replaced, for ninety (90) days after delivery of the repaired or replaced product. When a product or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the product for which the refund is provided must be returned to Stryker and will become Stryker's property.

The inspection, testing, acceptance or use of the products and services furnished hereunder shall not affect Stryker's obligation under this warranty, and such warranty shall survive inspection, test, acceptance and use. Notwithstanding the above, the following products are warranted for a period of ninety (90) days from the date of purchase: scopes (except the articulation mechanism and angulation wires for the Digital Cystoscopes CST 5000S and CST 5000iS and the Fiber Cystoscopes CST 4000S and CST-4000iS, which shall retain the one year warranty), associated scope hardware, fiber optic cables, laparoscopic instruments, VCRs, monitors, and printers; replacement light bulbs are warranted for a period of sixty (60) days from the date of purchase.

Limitations. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH THE EXCEPTION OF THIRD PARTY CLAIMS OR CLAIMS WHICH INVOKE SECTION 12 (INDEMNITY) OR SECTION 15 (CONFIDENTIALITY) OF THESE STANDARD TERMS OF SALE, STRYKER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THE STANDARD TERMS OF SALE WHICH INCORPORATES THESE STANDARD TERMS OF SALE (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) WILL NOT EXCEED THE PRICE PAID BY CUSTOMER UNDER THE STANDARD TERMS OF SALE. NEITHER PARTY SHALL BE ENTITLED TO, OR LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE OR BUSINESS INTERRUPTION.**

Return Policy. Buyer may return purchased products to Stryker within 90 days of Buyer's receipt of the product, for a credit or a refund of the purchase price paid, less shipping and handling and applicable restocking fees. Products that fail after the first 90 days may be covered by and are subject to the terms of applicable product warranty. Sterile products may not be returned for credit or refund unless they are in their original, unopened packaging, damaged in transit, defective or contaminated.

Unless Stryker specifically agrees otherwise, Customer may return purchased Eligible Products to Stryker within ninety (90) days of Customer's receipt of the Product, for a credit or a refund of the purchase price paid, less shipping and handling fees and subject to a ten percent (10%) restocking fee. Products that fail after the first 90 days may be covered by and are subject to the terms of applicable product warranty. For the purposes of this clause, "Eligible Products" shall mean Products that are (i) not damaged, (ii) in their original, unopened packaging and (iii) that have not been contaminated.

A Returned Merchandise Authorization (RMA) number must be obtained from Stryker before returning product. To obtain an RMA number, Buyer must contact Stryker Customer Service at (800) 624-4422.

Customer should carefully package the Product being returned. Credit will not be given for items that are damaged in return shipment due to inadequate packaging. Stryker does not accept any COD returns. Return shipping costs are borne by Customer unless Stryker specifically agrees otherwise. Any contaminated Products must be cleaned and sterilized prior to returning them to Stryker. If a return does not comply with these terms, Stryker will destroy the Product at the Customer's expense. Any replacement would be at Customer's expense. Buyer should carefully package the product being returned. Credit will not be given for items that are damaged in return shipment due to inadequate packaging. Stryker does not accept any COD returns. Return shipping costs are borne by Buyer unless Stryker specifically agrees otherwise. Please clean and sterilize all potentially contaminated products prior to returning them to Stryker. It is unlawful to transport bio-contaminated products through interstate commerce, unless they are properly packaged and labeled as such. Stryker reserves the right to destroy contaminated product at the customer's expense and charge the customer for a replacement unit. If a return does not comply with these terms, Stryker reserves the right to destroy the product at the Buyer's expense. Any replacement would be at Buyer's expense.

Please remove any "Protected Health Information" as defined in the Health Insurance Portability and Accountability Act of 1996 from products prior to returning them to Stryker Endoscopy.

stryker

STRYKER SPORTS MEDICINE
WARRANTY AND RETURN POLICY

1. **Product Warranty**. Except for implants, which warranty appears below, Stryker warrants all products, subject to the exceptions provided herein, to be free from defects in design, materials and workmanship and to substantially conform to the product specifications contained in the documentation provided by Stryker with the products for a period of one year from the date of purchase (the "Warranty Period"). This warranty shall apply only to the original end-user purchaser of products directly from Stryker or a Stryker authorized distributor. This warranty may not be transferred or assigned without the express written consent of Stryker.

   If a valid warranty claim is received within the Warranty Period, Stryker will, in its sole discretion: (1) repair the product at no charge, (2) replace the product at no charge with a product that is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. In any event, Stryker's liability for breach of warranty shall be limited to the replacement value of the defective or nonconforming part or component.

   This warranty does not apply to: (1) products that have been misused, neglected, modified, altered, adjusted, tampered with, improperly installed or refurbished; (2) products that have been repaired by any person other than Stryker personnel without the prior written consent of Stryker; (3) products that have been subjected to unusual stress or have not been maintained in accordance with the instructions in the user manual or as demonstrated by a Stryker representative; (4) products on which any original serial numbers or other identification marks have been removed or destroyed; or (5) products that have been repaired with any unauthorized or non-Stryker components, including replacement lamps.

   If Stryker determines in its reasonable discretion that the claimed defect or non-conformance in the product is excluded from warranty coverage as described hereunder, it will notify the customer of such determination and will provide an estimate of the cost of repair of the product. In such an event, any repair would be performed at Stryker's standard rates.

   Products and product components repaired or replaced under this warranty continue to be warranted as described herein during the initial Warranty Period or, if the initial Warranty Period has expired by the time the product is repaired or replaced, for ninety (90) days after delivery of the repaired or replaced product. When a product or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the product for which the refund is provided must be returned to Stryker and will become Stryker's property. The inspection, testing, acceptance or use of the products and services furnished hereunder shall not affect this warranty, and such warranty shall survive inspection, test, acceptance and use. Notwithstanding the above, the following products are warranted for a period of ninety (90) days from the date of purchase: scopes, associated scope hardware, fiber optic cables, laparoscopic instruments, monitors, and printers; replacement light bulbs are warranted for a period of sixty (60) days from the date of purchase. For implants, any warranties provided by company with respect to a given product are as described in the labeling accompanying units of that product on purchase. Company hereby expressly disclaims any and all express or implied warranties regarding the products including, but not limited to, merchantability and fitness for a particular purpose. In no instance will company be liable to customer for incidental, punitive, special, cover, exemplary, multiplied or consequential damages or attorneys' fees or costs for any actions under or related to this agreement.

   To the fullest extent permitted by law, the express warranty set forth herein is the only warranty applicable to the products and is expressly in lieu of any other warranty by Stryker, expressed or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Stryker shall not have any tort liability to customer with respect to the products and shall not be liable for indirect, special, incidental, punitive or consequential damages resulting from any breach of warranty or under any other legal theory.

Products and product components repaired or replaced under this warranty continue to be warranted as described herein during the initial Warranty Period or, if the initial Warranty Period has expired by the time the product is repaired or replaced, for ninety (90) days after delivery of the repaired or replaced product. When a product or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the product for which the refund is provided must be returned to Stryker and will become Stryker's property.

The inspection, testing, acceptance or use of the products and services furnished hereunder shall not affect this warranty, and such warranty shall survive inspection, test, acceptance and use. Notwithstanding the above, the following products are warranted for a period of ninety (90) days from the date of purchase: scopes, associated scope hardware, fiber optic cables, laparoscopic instruments, monitors, and printers; replacement light bulbs are warranted for a period of sixty (60) days from the date of purchase.

For implants, any warranties provided by company with respect to a given product are as described in the labeling accompanying units of that product on purchase. Company hereby expressly disclaims any and all express or implied warranties regarding the products including, but not limited to, merchantability and fitness for a particular purpose. In no instance will company be liable to customer for incidental, punitive, special, cover, exemplary, multiplied or consequential damages or attorneys' fees or costs for any actions under or related to this agreement.

2. **Return Policy**. Buyer may return purchased products to Stryker within 90 days of Buyer's receipt of the product, for a credit or a refund of the purchase price paid, less shipping and handling and applicable restocking fees. Products that fail after the first 90 days may be covered by and are subject to the terms of applicable product warranty. Sterile products may not be returned for credit or refund unless they are in their original, unopened packaging or unless they are in breach of any applicable warranty.

    a. Restocking Fees. Unless the product is defective or the return is the direct result of a Stryker error, a restocking fee of 10% may be charged on all returned products.

    b. Return Process. A Returned Merchandise Authorization (RMA) number must be obtained from Stryker before returning product. To obtain an RMA number, please contact Stryker's Sports Medicine customer service at 1 866 596 2022.

    Please carefully package the product being returned. Credit will not be given for items that are damaged in return shipment due to inadequate packaging. Stryker does not accept any COD returns. Return shipping costs are borne by Buyer unless Stryker specifically agrees otherwise. Please clean and sterilize all potentially contaminated products prior to returning them to Stryker. It is unlawful to transport biocontaminated products through interstate commerce, unless they are properly packaged and labeled as such. Stryker reserves the right to destroy contaminated product at the customer's expense and charge the customer for a replacement unit. If a return does not comply with these terms, Stryker reserves the right to destroy the product at the Buyer's expense. Any replacement would be at Buyer's expense.

    Please remove any "Protected Health Information" as defined in the Health Insurance Portability and Accountability Act of 1996 from products prior to returning them to Stryker.

Please mail returns to the address below:

Stryker
Attn: Returns
5900 Optical Court
San Jose, CA 95138

With the return, please include the following:

- RMA number (please also write the number on the box)
- Purchase order number
- Name, address, and account number (of the organization returning the product) »
- Itemized list of the items being returned
- Reason for the return
- Product Experience Report/Complaint number, if applicable

STRYKER SUSTAINABILITY SOLUTIONS

Warranty, Limitation of Liability and Return Policy

1. Warranty for Reprocessed or E/U Products

Stryker warrants all (i) Reprocessing Services, subject to the exceptions provided herein, to be free from defects in reprocessing and to substantially conform to the product specifications contained in the documentation provided by Stryker with the Medical Devices for one use in accordance with the instructions for use of such Medical Devices and (ii) all E/U Services, subject to the exceptions provided herein, to be free from defects in resterilization and repackaging.

STRYKER SHALL NOT BE LIABLE FOR ANY DAMAGES TO THE EXTENT CAUSED BY ANY DEFECT IN MATERIAL, WORKMANSHIP OR DESIGN BY THE ORIGINAL MANUFACTURER OF THE DEVICE OR ANY ACT OR OMISSION OF THE ORIGINAL MANUFACTURER OF THE DEVICE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE DEVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

This warranty shall apply only to the original end-user purchaser of the Services directly from Stryker or a Stryker authorized distributor. This warranty may not be transferred or assigned without the express written consent of Stryker.

This warranty does not apply to: (1) Devices that have been misused, neglected, modified, altered, adjusted, tampered with, improperly installed or refurbished; (2) Devices that have been repaired by any person other than Stryker personnel without the prior written consent of Stryker; (3) Devices that have been subjected to unusual stress or have not been maintained in accordance with the instructions in the user manual or as demonstrated by a Stryker representative; (4) Devices on which any original serial numbers or other identification marks have been removed or destroyed; or (5) Devices that have been repaired with any unauthorized or non-Stryker components.

If a valid warranty claim is received within thirty (30) days of the expiration of the applicable warranty period, Stryker will, in its sole discretion: (1) repair or replace the Device at no charge with a product that is at least functionally equivalent to the original Device or (2) refund the purchase price of the Service. If a refund is provided by Stryker, the Device for which the refund is provided must be returned to Stryker and will become Stryker's property. In any event, Stryker's liability for breach of warranty shall be limited to the replacement value of the defective or non-conforming part or component.

If Stryker determines in its reasonable discretion that the claimed defect or non-conformance in the Device is excluded from warranty coverage as described hereunder, it will notify the Customer of such determination and will provide, if applicable, an estimate of the cost of repair of the Device. In such an event, any repair would be performed at Stryker's standard rates.

Devices and device components repaired or replaced under this warranty continue to be warranted as described herein during the initial applicable warranty period or, if the initial warranty period has expired by the time the Device is repaired or replaced, for thirty (30) days after delivery of the repaired or replaced Device. When a Device or device component is replaced, the item provided in replacement will be the Customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the product for which the refund is provided must be returned to Stryker and will become Stryker's property.

2. Limitation of Liability

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED INDEMNITY, STRYKER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS STANDARD TERMS OF SALE (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) WILL NOT EXCEED THE PURCHASE PRICE, CURRENT MARKET VALUE OR RESIDUAL VALUE OF THE PRODUCTS WHICHEVER IS LESS. NEITHER PARTY SHALL BE ENTITLED TO, AND SHALL BE LIABLE FOR, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE.

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3. Return Policy

Only Medical Devices purchased under this Agreement may be returned under this return policy for non-functionality to Stryker within 90 days of Customer's receipt of the Medical Device, for a credit or a refund of the purchase price paid, less shipping and handling and a restocking fee; provided, however that such Medical Device has not been resold, modified, altered or treated by Customer or any other party. Medical Devices that fail after the first 90 days may be covered by and are subject to the terms of applicable product warranty. Sterile Medical Devices may not be returned for credit or refund unless they are in their Stryker original, unopened packaging or unless they are in breach of the applicable warranty.

Restocking Fees:

Unless the Medical Device is defective or the return is the direct result of a Stryker error, a restocking fee of 10% may be charged on all returned Medical Device.

A Returned Merchandise Authorization (RMA) number must be obtained from Stryker before returning product. To obtain an RMA number, please contact Stryker Customer Service at 1.888.888.3433

Please send any returned Medical Devices to:

Stryker Sustainability Solutions, Inc.
Attn: Returns
Lakeland, FL 33815

Or

Stryker Sustainability Solutions, Inc.
Attn: Returns
1810 W. Drake Dr.
Tempe, AZ 85283

With the return, please include the following:

a. RMA number
b. Purchase order number
c. Original invoice number
d. Name, address, and account number (of the organization returning the product)
e. Itemized list of the items being returned
f. Reason for the return
g. Product Experience Report/Complaint number, if applicable

Please carefully package the Medical Device being returned. Credit will not be given for Medical Devices that are damaged in return shipment due to inadequate packaging. Stryker does not accept any COD returns. Return shipping costs are borne by Customer unless Stryker specifically agrees otherwise. It is unlawful to transport bio-contaminated products through interstate commerce, unless they are properly packaged and labeled as such. Stryker reserves the right to destroy contaminated Medical Devices at the Customer's expense. If a return does not comply with these terms, Stryker reserves the right to destroy the Medical Device at the Customer's expense. Any replacement would be at Customer's expense.

If applicable, Please remove any "Protected Health Information" as defined in the Health Insurance Portability and Accountability Act of 1996 from Medical Devices prior to returning them to Stryker.

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STRYKER ORTHOPAEDICS WARRANTY AND RETURN POLICY
APPLICABLE TO THE JOINT REPLACEMENT AND TRAUMA & EXTREMITIES DIVISIONS

Any warranties provided by Stryker Orthopaedics with respect to a given Product are as described in the labeling accompanying units of that Product on purchase. **Stryker Orthopaedics hereby expressly disclaims any and all express or implied warranties regarding the Products including, but not limited to, merchantability and fitness for a particular purpose.** In no instance will Stryker Orthopaedics be liable to Customer or any Member for incidental, punitive, special, cover, exemplary, multiplied or consequential damages or attorneys' fees or costs for any actions under or related to the Products.

Sterile or unsterile products returned within 90 days of the date of invoice will receive a full credit as long as returned Products are in new and unused condition and in their original, unopened and undamaged packaging or shipping cartons.

Non-returnable merchandise:

1. Merchandise held longer than 90 days.
2. Products either opened or not in original package.
3. Discontinued products.
4. Non-stockable items.
5. Engraved instruments.
6. Custom-made instruments and orthopaedic devices.
7. Products that are damaged beyond refurbishing determined by the Stryker Orthopaedics Quality Assurance Department.
8. Bone Cement, including but not limited to, Simplex P with Tobramycin.
9. Biologics products, including but not limited to, HydoSet,NeuroMatrix, NeuroFlex, KnifeLight, TissueMend, ViaFlow, Augment, Bio4, and ProChondrix.

Requests to return Products must be directed to the Stryker Orthopaedics Customer Service Department. Please obtain authorization before returning Products for credit. Customer's local Sales Representative or Customer Service Department can provide a Return Merchandise Authorization (RMA) number. Use of this RMA number will expedite your credit. Return pre-paid to the attention of the Credit Return Department, and please include the following information:

1. Return Merchandise Authorization number
2. Copy of the original invoice
3. Date of purchase
4. Customer name, address and account number
5. A packing list itemizing each Product being returned
6. Reason for Product return

Except in cases involving defective, damaged or recalled Products, warranty returns, or Products shipped in error by Vendor, a 20% restocking fee may be assessed to Products returned more than 30 days after original invoice date. No credit will be issued for any Products returned more than 90 days after the original invoice date.

All returned Products must be packaged with due care as credit will not be issued for Products damaged during return shipment due to packaging inadequacy. Except as noted above, all Products returned for credit must be in resalable condition. Vendor does not accept any COD returns. Return shipping costs are borne by the Customer unless Vendor specifically agrees otherwise.

If the return of a used Product is permitted, please clean and sterilize all potentially contaminated Products prior to returning them to Vendor. It is unlawful to transport bio-contaminated Products through interstate commerce, unless they are properly packaged and labeled as such.

If a return does not comply with these terms, Vendor reserves the right to destroy the returned Product at Customer's expense. Any replacement would be at the Customer's expense.

For returns with Authorized Distributors, please contact Authorized Distributors directly.