

SMITH+NEPHEW STANDARD PURCHASE ORDER TERMS AND CONDITIONS

DEFINITIONS. “S+N” means Smith & Nephew, Inc., a Delaware corporation or other entity identified on this Order (as defined below) as the purchaser of Products and/or Services (as defined below). “Supplier” means the person or entity to whom this Order is addressed. “Products” and “Services” will have the meanings set out in the Terms and Conditions section hereof. S+N and Supplier are each at times referred to herein as a “Party” and collectively as the “Parties”.

TERMS AND CONDITIONS. By accepting this purchase order (“Order”) submitted by S+N, Supplier hereby agrees to provide the items, materials, or equipment (the “Products”) and related services in connection with the supply of the Products (the “Services”) solely upon the terms and conditions stated herein. No modified, additional, or different terms or conditions proposed by Supplier will be accepted by S+N and any such proposed modification, additional, or different terms or conditions will be construed as proposals for additions to the Order and will not become part of this Order unless indicated in a written instrument executed by S+N. The delivery of Products or performance of Services in response to this Order will constitute acceptance of the terms and conditions stated herein.

PRICES AND PAYMENT. Except as otherwise agreed by the Parties and set out on the face of this Order, payment terms on all Orders will be due net sixty (60) days from the date of receipt of a valid invoice by S+N, or, if later, from the respective delivery dates of the Products or, as the case may be, full performance of all of the Services which are the subject of this Order. S+N may withhold payment of any amounts which are disputed in good faith by S+N. Unless otherwise agreed by S+N in writing, all prices are fixed and are inclusive of all packaging and delivery, VAT (if applicable) and any other applicable duties and taxes and are not subject to escalation. S+N specifically reserves the right to deduct from any monies due or to become due to Supplier any monies due to S+N from Supplier. S+N is not liable for any orders or amendments to orders other than S+N's Order or an amendment expressly agreed in writing and signed by an authorized signatory of S+N. No payment of, or on account of, the Order price is to constitute any admission by S+N as to the proper performance by Supplier of its obligations.

DELIVERY. All Products supplied pursuant to an Order will be properly packed and secured in such a manner as to reach their destination in good, non-damaged condition, and must (unless otherwise directed by S+N) be delivered by Supplier to the point of delivery specified in the Order, carriage or freight to such point of delivery paid, in accordance with S+N's instructions. Supplier will ensure that all labeling and packaging conforms to any standards prescribed by S+N with respect to the Products from time to time. Delivery is to be completed when the Products have been unloaded at the point of delivery specified in the Order and the delivery has been accepted by S+N or its duly authorized agent. Unless otherwise stipulated in the Order, deliveries to S+N facilities will only be accepted by S+N during normal business hours. Supplier will ensure that each delivery is accompanied by a packing slip or other delivery note showing the Order number, Order line number, and the nature (including the part number and part description), unit of measure, and quantity of items being delivered and, in the case of a partial delivery, the balance remaining to be delivered. Supplier will invoice S+N upon, but separately from, delivery of the Products to S+N. Supplier will be liable for all damages, including, but not limited to, damages which it or its carrier causes to Products being delivered to S+N pursuant to an Order or damages to S+N's property resulting from Supplier's or the carrier's actions or inactions. In the case of Products manufactured or containing materials originating from outside the country in which the delivery address is situated, Supplier must ensure that accurate information is provided to S+N as to the country of origin of the Products and is to be liable to S+N for any additional duties, taxes, or other liability for which S+N may be accountable should the country of origin prove to be different from that advised by Supplier. Unless otherwise stated in the Order, Supplier is responsible for obtaining all export and import licenses for the Products and is responsible for any delays due to such licenses not being available when required. Where S+N agrees to accept delivery by installments, failure by Supplier to timely deliver any one installment will entitle S+N at its option to treat the entire Order as repudiated. If Products are delivered to S+N in excess of the quantities ordered, S+N will not be bound to pay for the excess, and any excess will remain at Supplier's risk and will be returnable at Supplier's expense. All Products supplied hereunder are to be shipped subject to S+N's examination and right of rejection for a reasonable time after delivery, but in no event less than seven (7) business days after S+N's receipt of such Products at the site designated by S+N, notwithstanding prior payment, if not as warranted herein.

TIME. Subject to manufacturing lead times, if any, agreed upon by S+N and Supplier in writing, Supplier must comply with the timescale specified by S+N in the Order. If no timescale is specified, then delivery must be within a reasonable period not exceeding seven (7) days following the Order. TIME FOR DELIVERY WILL BE OF THE ESSENCE. Without prejudice to any other remedy which S+N may have, failure by Supplier to adhere to any provision as to time contained in the Order will entitle S+N at its option to treat the Order as repudiated in whole or in part and to cancel such Order upon written notice to Supplier.

RISK AND TITLE. Unless otherwise stated in the Order, risk in the Products purchased is to pass to S+N upon completion of delivery in accordance with the Delivery section hereof, and title to the Products (or any part of them) is to pass to S+N on the earlier of completion of delivery or the time of payment being made for them. Except as otherwise agreed to by S+N in writing, Supplier is to be responsible for transport and unloading costs and insurance of Products to their full value against all risk of damage or loss prior to completion of delivery. All tools, equipment and materials of Supplier required in the delivery of the Products or performance of Services are and remain at the sole risk of Supplier whether or not they are upon premises of S+N or other premises specified in the Order. Supplier represents and warrants that good and marketable title to the Products will pass to S+N pursuant to the foregoing, free and clear of all liens and encumbrances.

INSPECTION AND TESTING. At any time prior to delivery of the Products or completion of the performance of the Services, S+N will have the right to inspect and test the Products (whether or not the Products are complete or are still in the process of manufacture) or, as the case may be, any Services are being performed. S+N will have the right to do so at any reasonable time either at Supplier's work site or at the work site of any sub-contractor. If, as a result of such inspection or testing, S+N is of the opinion that the Products or Services do not conform or are unlikely to conform with the Order or any specification or any designs or patterns provided by S+N to Supplier, then S+N will inform Supplier and Supplier will promptly take such action as is necessary to ensure conformity, and S+N will have the right to require and witness further testing. Notwithstanding any such inspection or testing, Supplier will remain responsible for ensuring that the Products or Services are in compliance with the Order and any such inspection or testing will not of itself constitute acceptance or approval of all or any part of the Products or Services.

QUALITY AND GUARANTEE/REPRESENTATIONS AND WARRANTIES. In addition to, and not in lieu of, any other guarantee, representation, or warranty provided by Supplier, Supplier represents and warrants to S+N that all the Products will, at the time of delivery and for a period of not less than 12 months thereafter, be (a) of merchantable quality; (b) free from defects and of good design, quality and workmanship; (c) of satisfactory quality and fit for its intended purpose; and (d) conform in all respects with the quantities, drawings, specifications, standards, requirements and stipulations contained or referred to in the Order. At all times while providing Products and/or Services to S+N, Supplier represents and warrants that: (i) it will comply with all present and future federal, state, and local statutes, laws, ordinances, regulations, and industry codes and standards relating to the manufacture and supply of the Products and Services being provided hereunder, including, without limitation, those enforced by the United States Food and Drug Administration (including compliance with good manufacturing practices); (ii) all work and Services performed by Supplier will be in accordance with recognized best commercial practices and standards and will be supplied with all due competence, care and skill and in accordance with S+N's instructions and will pass such inspection as may be required by S+N, its customers or their agents or any government department or agency concerned; and (iii) its expertise and confirms the accuracy of all statements and representations made in respect of the Products and Services prior to the Order. Without limitation of the foregoing, Supplier also represents and warrants that (i) no Product supplied hereunder is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or is an article which may not under the provisions of Sec. 404 or 505 of the Act be introduced into interstate commerce; (ii) no Product supplied hereunder is produced in violation of the Fair Labor Standards Act, as amended, and both of the above statements will appear on Seller's invoices; (iii) all Products supplied hereunder, which are so required, will be lawfully registered with the U.S. Department of Agriculture at the time of sale and delivery and will comply with the other requirements of Sec. 135-135k of Title 7 of the U.S. Code; and that all Products and Services supplied hereunder are furnished in full compliance with the Federal Hazardous Substance Labeling Act, where applicable, as well as with all other Federal, State and Local Laws; (iv) No chemical substance supplied hereunder was manufactured, processed, or distributed in commerce in violation of Section 5 or 6 of the Toxic Substances Control Act, a rule or order issued there under, or any order issued in an action brought under Section 5 or 7 of the Act; and (v) for the duration of the Term, and for two (2) full years thereafter, Supplier represents and warrants that Supplier will timely and completely provide S+N with all information reasonably requested by S+N related to Supplier's use and sourcing of "Conflict Minerals" as that term is used and defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, and the rule promulgated pursuant thereto, as such may be amended. Supplier further represents and warrants that it is neither currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or non-procurement programs, nor been convicted of a criminal offense that falls within the ambit of 42 U.S.C. Section 1320a-7(a), but not yet been excluded, debarred, suspended or otherwise declared ineligible. Supplier further represents, warrants and agrees that none of Supplier's employees, agents, subsidiaries and affiliated entities are currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or non-procurement programs, or has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. Section 1320a-7(a), but not yet been excluded, debarred, suspended or otherwise declared ineligible. Supplier agrees to immediately notify S+N if Supplier or any of Supplier's employees, agents, subsidiaries and affiliated entities become excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or non-procurement programs, or is convicted of a criminal offense that falls within the ambit of 42 U.S.C. Section 1320a-7(a), but not yet been excluded, debarred, suspended or otherwise declared ineligible, while Supplier is providing Products and/or Services to S+N. Supplier represents and warrants that it will not seek, accept, offer, give or permit any payment, service, gift or other value from or to any person or firm as a condition or result of doing business with Supplier or S+N, if doing so would be in violation of applicable law, including any law relating to bribery or corruption. Supplier represents and warrants that it will not make facilitation payments in relation to the Products or Services being provided hereunder. Supplier represents and warrants that it will ensure the propriety of all interactions with government officials, health-care professionals and other persons who might have authority or influence, directly or indirectly, over any matters relating to such Products or Services, including without limitation the sale, marketing, promotion, importation, licensing or distribution thereof. S+N's rights hereunder are in addition to and will not detract from any conditions implied by statute or other applicable laws which are intended to protect, or which are otherwise in favor of, purchasers of goods and/or services which are similar to the Products and/or Services. Without prejudice to any other remedy which S+N may have, including, but not limited to, S+N's right to treat the Order as repudiated, where S+N notifies Supplier of any defective or damaged Products (whether due to defective design, materials or workmanship or otherwise) or faulty workmanship in the provision of the Services, Supplier will replace at its own cost and expense, including, but not limited to, reimbursement of freight and disposition costs incurred by S+N, any Product that fails to comply with these terms and conditions. S+N will notify Supplier of the existence and nature of any non-compliance and Supplier will have a reasonable opportunity, not to exceed ten (10) days from receipt of the returned Product, to inspect such Product and provide S+N with detailed written instructions to return or dispose of such Product. S+N

will have no obligation to pay for any Product that is subject to such a claim of non-compliance. If Supplier fails to so inspect and instruct S+N as to the disposition of such defective Product, S+N may dispose of such defective Product as it sees fit and Supplier will promptly replace such defective Product at its own cost and expense. If prompt replacement is not feasible or if S+N does not want a replacement Product, Supplier will reimburse S+N for the cost of such Product. Supplier will be responsible for all costs of delivery to the site designated by S+N and installation and all other costs and expenses incurred by S+N as a result of the replacement of the Product.

FLOW DOWN PROVISIONS. S+N is a contractor to the U.S. Government and, therefore, must flow down to its subcontractors, manufacturers, and suppliers certain clauses in subcontracts for commercial items, pursuant to requirements of the Federal Acquisition Regulation (“FAR”) and agency supplements to the FAR. Supplier shall be required to flow down such clauses to its own suppliers, contractors and subcontractors as applicable. The following clauses, as modified as of the execution date of the Agreement, therefore flow down to these terms and conditions for commercial items and are incorporated as if fully set out herein only if Supplier is performing any work under this Agreement in the United States: (a) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509); (b) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017); (c) 52.204-25, Prohibition on Contracting for Certain Telecommunication and Video Surveillance Services or Equipment (AUG 2020); (d) 52.204-26, “Covered Telecommunications Equipment or Services – Representation” (AUG 2020); (e) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)) in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$250,000, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities; (f) 52.222-21, Prohibition of Segregated Facilities (Apr 2015); (g) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246); (h) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212); (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2020) (29 U.S.C. 793); (j) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212); (k) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40; (l) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67, *et seq.*); (m) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627); (n) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67); (o) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67); (p) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989); (q) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658); (r) 52.222-62, Paid Sick Leave under Executive Order 14706(JAN 2017); (s) 52.224-3, Privacy Training (JAN 2017)(5 U.S.C. 552a); (t) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6; (u) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64; and (v) September 22, 2020, Executive Order on Combating Race and Sex Stereotyping (<https://www.whitehouse.gov/presidential-actions/executive-order-combating-race-sex-stereotyping/>) and shall procure that Supplier’s subcontractors and suppliers comply with Section 4, paras 1-4. 2. For subcontracts under prime contracts with the General Services Administration, the following clause is hereby incorporated by reference: GSAM 552.215-70, Examination of Records by GSA. 3. For subcontracts under prime contracts with the Department of Defense, the following DFARS clauses are hereby incorporated by reference: (a) 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019); (b) 252.211-7003, Item Unique Identification and Valuation (DEC 2013); (c) 252.223-7008, Prohibition of Hexavalent Chromium (JUNE 2013) and (d) 252.247-7023, Transportation of Supplies by Sea (FEB 2019) (10 U.S.C. 2631). The basic clause is incorporated unless any of the supplies to be transported are commercial items that are (i) shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations when the contract is not a construction contract; or (ii) commissary or exchange cargoes transported outside of the Defense Transportation System when the contract is not a construction contract. The alternate I clause is incorporated if any of the supplies to be transported are commercial items that are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations when the contract is not a construction contract. The alternate II clause is incorporated if any of the supplies to be transported are commercial items that are commissary or exchange cargoes transported outside of the Defense Transportation System (10 U.S.C. 2643), when the contract is not a construction contract. The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to examine any of the subcontractors’ records that pertain to, and involve transactions relating to, the prime contract. The above-referenced provisions may also be supplemented from time to time, pursuant to requirements of law or of S+N’s prime contracts. If all work will be performed outside the U.S. and its territories by employees who were not recruited in the U.S. or its territories outside of the United States, the following FAR and DFARS clauses flow down to these terms and conditions for commercial items and are incorporated herein as if fully set out herein: FAR Clauses: 52.219-8, “Utilization of small business concerns” (Oct 2018); 52.247-64, “Preference for privately owned U.S.-flag commercial vessels” (FEB 2006); 52.222-50, “Combating trafficking in persons” (JAN 2019); 52.204-25, “Prohibition on Contracting for Certain Telecommunication and Video Surveillance Services or Equipment (AUG 2020)”; 52.204-26, “Covered Telecommunications Equipment or Services – Representation” (AUG 2020) DFARS Clauses: 252.211-7003 Item unique identification and valuation (March 2016); 252.223-7007, Representation Regarding Combating Trafficking in Persons (JAN 2015); 252.223-7008, Prohibition of Hexavalent Chromium (JUNE 2013); 252.247-7023, Transportation of Supplies by Sea (APR 2014); (10 U.S.C. 2631). The basic clause is incorporated unless any of the supplies to be transported are commercial items that are (i) shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations when the contract is not a construction

contract; or (ii) commissary or exchange cargoes transported outside of the Defense Transportation System when the contract is not a construction contract. The alternate I clause is incorporated if any of the supplies to be transported are commercial items that are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations when the contract is not a construction contract. The alternate II clause is incorporated if any of the supplies to be transported are commercial items that are commissary or exchange cargoes transported outside of the Defense Transportation System (10 U.S.C. 2643), when the contract is not a construction contract. The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to examine any of the subcontractors' records that pertain to, and involve transactions relating to, the prime contract. If the work performed outside of the United States exceeds \$5.5 million and the performance of work is greater than 120 days in duration, the following FAR Clause flows down to these terms and conditions for commercial items and is incorporated herein as if fully set out herein: 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015).

INDEMNITY AND LIMITATION OF LIABILITY. Supplier will indemnify S+N, its parent, its subsidiaries and affiliates, and their respective officers, directors, shareholders, members, and employees (collectively, "S+N Indemnitees"), in full against losses, whether direct or indirect (and including, without limitation, legal and other professional fees and expenses) awarded against or incurred or paid by S+N or any other S+N Indemnitee as a result of or in connection with: (a) any breach of the terms of the Order or these terms and conditions by Supplier; (b) any infringement, alleged infringement, or misappropriation of any intellectual property rights caused by the use, manufacture or sale of the Products (except where the Products have been manufactured in accordance with complete Product specifications or designs supplied solely by S+N); (c) any defect or failure in any Product or the negligent performance or any failure in performance by Supplier; or (d) any claims arising out of any error or omission in drawings, calculations, packing details or other particulars provided by Supplier. IN NO EVENT WILL S+N BE LIABLE TO SUPPLIER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, ANY ORDER, WHETHER OR NOT S+N WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

INSURANCE. At all times while Supplier is providing Products and/or Services to S+N, and for a period of five (5) years thereafter, Supplier will obtain and maintain, at its sole cost and expense, the following types of insurance: (1) Commercial General Liability insurance, including Products & Completed Operations liability, that meets the following requirements: (a) the insurance will insure Supplier against all liability related to the Products (whether liability arises from Supplier's conduct or by virtue of a Party's participation hereunder), including liability for bodily injury, property damage, wrongful death, and any pertaining contractual indemnity obligation imposed hereunder anywhere in the world; and (b) the insurance will be in an amount that is required by operation of law and reasonable and customary in the industry for companies of comparable size and activity, but not less than Ten Million Dollars (\$10,000,000.00) per occurrence, such limits can be met using primary and excess insurance; and (2) Commercial Automobile insurance, with coverage for all Owned, Hired and Non-Owned vehicles used in the conduct of business with S+N, with limits not less than \$1,000,000 Combined Single Limit PD/BI; and (3) Workers Compensation and Employers Liability with limits to meet the statutory limits in each state where work is being done and EL limits of not less than \$500,000 Each Employee. This coverage will be endorsed to provide stop-gap coverage for all sub-contractors and independent contractors retained by Supplier for work under this agreement and will waive all rights of subrogation and recovery against S+N where allowed by law. If the Supplier is a sole proprietor or a partnership where there are no employees and no sub-contractors or independent contractors are retained, then S+N can waive the requirement for Workers Compensation and Employers liability in exchange for agreement by Supplier that all principals waive all rights to claim to be statutory employees of S+N. For claims arising from the Products and Services provided hereunder, Supplier will name S+N as an Additional Insured on any third party liability policies, and Supplier's insurance will be primary to any insurance provided by S+N, which will be strictly excess of Supplier's insurance. Supplier will be solely responsible for any deductibles and/or self-insured retentions under Supplier's insurance policies. Supplier will procure an endorsement whereby its insurer will immediately notify S+N in the event of any material reduction or termination of coverage that affects coverage during the period for which Supplier is required to maintain insurance. S+N will be provided with evidence of such insurance upon reasonable request; however failure to request such evidence will in no way waive the requirements herein.

CONFIDENTIALITY. During the course of its performance hereunder, Supplier may have access to proprietary business information and to trade secrets of S+N including, but not limited to, process and/or product specifications, material compositions, and customer lists ("Confidential Information"). Supplier will use the Confidential Information solely to perform pursuant to the Order and will not disclose or use any such Confidential Information, directly or indirectly, for any other purpose. Supplier further agrees to take all steps necessary or advisable to preserve and protect such Confidential Information. Except to the extent required by law, Supplier will make no reference, advertisement, or promotion regarding S+N, including, without limitation, displaying Products incorporating or manufactured using S+N's Confidential Information as part of a display or tradeshow demonstration, without the prior written consent of S+N. Supplier agrees that a breach of this obligation of confidentiality will give S+N the right to seek and obtain preliminary and permanent injunctive relief, in addition to monetary damages.

CANCELLATION. Without prejudice to any other right available to it, S+N will be entitled to cancel an Order, in whole or in part, at any time by giving written notice to Supplier whereupon all work under the Order (or the cancelled part) will be discontinued and S+N will pay to Supplier such proportion of the Order price as may be fair and reasonable having regard to the Products previously delivered and the value of Services performed under the Order. On such payment no further sum or sums will be due by way of damages, loss of profits or otherwise from S+N to Supplier by reason of such cancellation. In the event of S+N's cancellation hereunder, Supplier will immediately, but in no event later than thirty (30) days from the effective

date of cancellation, refund to S+N any amounts paid but unearned for Products or Services provided hereunder.

INTELLECTUAL PROPERTY AND FIXED ASSETS. All designs, inventions, patents, know how, new technology, improvements and all similar matters made, designed or developed by Supplier specifically in connection with the Order will be the sole property of S+N and Supplier must procure at no charge to S+N the execution of any and all papers necessary to perfect ownership by S+N. All material, drawings, samples, specifications and other technical data prepared or provided by S+N in connection with the Order, and all tooling, fixtures, gauges or other fixed assets will be at all times remain the property of S+N which S+N is entitled to use, reproduce, assign, transfer, and dispose of at any time for any purpose whatsoever. Supplier must not use any such data or fixed assets except in order to perform Orders for S+N.

COMPLIANCE. Each party shall conduct its business and affairs in an ethical manner and consistent with the provisions of Smith+Nephew's Code of Conduct and Business Principles (available at <http://www.smith-nephew.com/compliance/code-of-conduct-and-business-principles/>) and shall comply with all applicable laws, regulations and industry codes.

GENERAL. S+N may assign any and all of its rights or delegate any or all of its obligations under this Order to one or more third parties without the consent of Supplier. Supplier may not assign or otherwise transfer any of its rights or obligations hereunder to any third party without the prior written consent of S+N. Any waiver by S+N of any breach or default of Supplier will not be deemed a waiver of any subsequent breach or default of Supplier from any liability under the Order or these terms and conditions. Each Party will bear its own expenses in performing its obligations under the Order, except as may be otherwise expressly provided herein. No waiver or amendment of an Order will be binding unless in writing and signed by an authorized representative of each Party. The Order and these terms and conditions will be governed by and interpreted in accordance with the laws of the state and country shown in S+N's address on the face of the Order without regard to its conflict of laws principles. The Parties specifically agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods, as may be amended from time to time, will not apply to the Order or these terms and conditions. Unless otherwise agreed in writing by the Parties, all notices will be in English.

DISPUTE RESOLUTION. Except with regard to any request for injunctive relief, any dispute arising out of or relating to this agreement, including the breach, termination or validity thereof (a "dispute"), will be finally resolved by arbitration in accordance with the international institute for conflict prevention and resolution rules for administered arbitration ("CPR Rules") by a sole arbitrator. The arbitration will be governed by the federal arbitration act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration will be Wilmington, Delaware, USA.

A. All communications between the parties or their representatives in connection with the attempted resolution of any Dispute will be deemed to have been delivered in furtherance of a Dispute settlement and will be exempt from discovery and production, and not admissible in evidence, in any arbitral or other proceeding for the resolution of the Dispute.

B. In connection with any Dispute, the parties expressly waive and forego any right to (i) punitive, exemplary, statutorily-enhanced or similar damages in excess of compensatory damages and (ii) trial by jury.

C. The arbitrator will apportion the costs of the arbitration between the parties based on the result of the arbitration and other factors in accordance with the CPR Rules.

D. The parties agree that, to the extent permitted by the CPR Rules:

1. the arbitrator will be selected within 21 days after commencement of the arbitration;
2. any discovery that may be permitted will be completed within 60 days and will not exceed single depositions of no more than three individuals per side who are directly involved and a single, reasonable request for directly relevant documents;
3. any hearing that may be held will take place within 90 days after completion of discovery, and each party's presentation at the hearing will not require more than three full days;
4. any written briefs submitted to the arbitrator(s) will not exceed a total of 25 pages prior to the hearing and 15 pages subsequently, in each case excluding exhibits; and
5. the decision will be issued within 30 days after the hearing.