



Purchase Order Terms & Conditions

The Purchase Order Terms & Conditions (the “Terms”) provided below govern all purchase orders (each, a “Purchase Order”) issued by Pioneer Surgical Technology, Inc. doing business as Resolve Surgical Technologies, including its subsidiaries and affiliates (collectively, “RST”).

1. Applicability. This Purchase Order is an offer by RST to purchase the goods specified on the Purchase Order (the “Goods”) from the party to whom the order is addressed (the “Seller”).

2. Acceptance of Order; Agreement. This Purchase Order is not binding on RST until the Seller accepts the Purchase Order in writing or starts to perform in accordance with the Purchase Order. RST may withdraw the Purchase Order at any time before it is accepted by the Seller. By accepting or fulfilling the Purchase Order to which these Terms relate, the Seller is deemed to accept these Terms, as the same may be amended from time to time by RST. The most recent Terms will appear on RST’s website at <https://www.resolvesurg.com/terms-and-conditions/>. The Purchase Order and these Terms (together, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of the Seller’s general terms and conditions of sale regardless whether or when the Seller has submitted its sales confirmation or such terms. This Agreement expressly limits the Seller’s acceptance to the terms of this Agreement.

3. Packaging of Goods. All Goods shall be packed for shipment according to RST’s instructions, or if RST does not provide instructions, in a manner sufficient to ensure the Goods are delivered in an undamaged condition.

4. Title and Risk of Loss. Title passes to RST upon delivery of the Goods to the address specified in the Purchase Order. The Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the address specified in the Purchase Order.

5. Delivery of Goods. Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order, or as otherwise agreed to in writing between the parties. The Purchase Order number shall appear on all shipping documents, labels, invoices, correspondence, and any other documents pertaining to the order. Timely delivery of the Goods and adherence to the Seller’s obligations hereunder is of the essence. All Goods shall be delivered to the address specified in this order during RST’s normal business hours, or as otherwise instructed in writing by RST. If the Seller fails to



deliver the Goods in full on the specified delivery date, RST may terminate this Agreement immediately by providing written notice to the Seller. The Seller shall indemnify RST against any losses, claims, damages, and reasonable costs and expenses directly attributable to the Seller's failure to deliver the Goods on the specified delivery date. RST reserves the right to reject or return at the Seller's risk and expense all non-conforming goods or shipments made in advance of specified delivery schedules. RST may defer payment on advance deliveries until scheduled payment dates.

6. Quantity of Goods. If the Seller delivers more or less than the quantity of Goods ordered, RST may reject all of the Goods or any excess Goods. Any such rejected Goods shall be returned to the Seller at the Seller's risk and expense. If RST does not reject the Goods and instead accepts delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

7. Change Control. The Seller shall not, and shall cause its subcontractors not to, make changes to the production process or change a Good's design which may affect the safety or efficacy of a Good without prior review and written approval by RST. Seller change requests shall be submitted to SupplierQuality@resolvesurg.com via RST form [P-484 Supplier Change Request](#).

8. Inspection of Goods. RST shall have the right to inspect the Goods after the delivery date. RST may reject all of the Goods, or any portion of the Goods, if it determines the Goods are in any way non-conforming or defective. All Goods shall conform to the provisions of this Agreement and shall be free from faults and defects in materials and workmanship design. In the event that any portion of the Goods fails to conform to all specifications, warranties or other requirements of this Agreement, or are otherwise defective in whole or in part, at RST's sole option, RST may: (a) accept the Goods and require the Seller to correct the deficiency within an agreed upon time frame; (b) rescind this Agreement in whole or in part; (c) require that all payments made to date by RST be promptly refunded by the Seller, including reimbursing RST for installation, removal, transportation and other associated costs; (d) accept the Goods at a reasonably reduced price; and/or (e) require that the Seller replace the nonconforming or defective Goods. RST may revoke its acceptance of Goods at any time, whether or not a substantial modification in the Goods has been made, if a defect in the Goods which could not have been discovered during RST's normal inspection procedure (or which is not normally discoverable until the Goods are used or assembled) impairs the value of the Goods to RST. If RST requires replacement of the rejected Goods, Seller shall, at its expense, promptly replace the rejected Goods and pay for all related expenses, including but not limited to, transportation charges for the return of the rejected Goods and delivery of the replacement Goods. If the Seller fails to timely deliver replacement



Goods, RST may replace them with goods from a third party and charge the Seller the cost thereof and terminate this Agreement.

9. Price of Goods. The price of the Goods is the price stated in the Purchase Order (the "Price"). Unless otherwise agreed to in writing between the parties, the Price includes all packaging costs and insurance. All applicable taxes and governmental charges (such as duties) which are in excess of the Price shall be paid by the Seller, regardless of which party such taxes or charges are imposed upon (with the exception of any taxes imposed on RST's income). The Seller warrants that the Price does not exceed the lowest prices charged by the Seller for similar goods to its other customers.

10. Payment. Seller shall promptly issue an invoice to RST after delivery of the Goods, and RST shall pay to Seller all properly invoiced amounts. All payments hereunder must be in U.S. dollars. In the event of a payment dispute, the parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute.

11. Warranties. Seller warrants to RST that for a period of one (1) year from the date of delivery to RST, all Goods shall: (a) be delivered to RST in a ready to use and good working condition, free from any and all non-conformities and defects; (b) be free from any defects in workmanship, material and design; (c) conform to applicable specifications, drawings, designs, samples and other requirements specified by RST; (d) be fully fit for their intended purpose and operate as intended; (e) be merchantable; (f) be free and clear of all liens, security interests or other encumbrances; (g) in compliance with all relevant governmental and industry standards, laws, rules and regulations; and (h) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment for the Goods by RST. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of RST's discovery of the non-compliance of the Goods with any of the foregoing warranties.

12. Indemnification. Seller shall defend, indemnify and hold harmless RST, including its subsidiaries, affiliates, successors and assigns, and each of their respective directors, officers, shareholders and employees (collectively, the "Indemnitee") against any and all loss, injury, death, damage, liability, claim, action, judgment, fine, cost or expense, including reasonable attorneys' fees, arising out of, or occurring in connection with: (a) the Goods purchased from Seller; (b) Seller's negligence, willful misconduct, or breach of this Agreement; or (c) any claim that RST's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller shall not enter into any settlement without the Indemnitee's prior written consent.



13. Limitation of Liability. RST SHALL NOT BE LIABLE TO THE SELLER FOR SPECIAL, INDIRECT, ECONOMIC, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT, OR OTHERWISE, WITH RESPECT TO THE SALE, PURCHASE, OR USE OF THE GOODS, INCLUDING ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING, WITHOUT LIMITATION, TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY OR ANY STATUTORY CAUSE OF ACTION.

Insurance. Seller shall, at its own expense, maintain and carry insurance in amounts necessary to cover its obligations under this order, with financially sound and reputable insurers. Such insurance shall include commercial general liability and product liability insurance. Upon RST's request, the Seller shall provide RST with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified. Seller shall provide RST with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy.

14. Compliance with Law. Seller, and any Goods supplied by Seller, shall comply with all applicable laws, regulations, and ordinances. Seller assumes all responsibility for shipments of Goods that require any government import or export clearance. All materials used by Seller in the Goods will satisfy current United States governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination. Seller shall maintain in effect all licenses, authorizations, and permits that it needs to carry out its obligations under the Purchase Order.

15. Termination. In addition to any other termination rights and remedies provided for under this Agreement, RST may immediately terminate this Agreement, in whole or in part, upon written notice to the Seller: (a) if the Goods have not been delivered by the date specified in the order; (b) if Seller has not complied with any of these terms; or (c) if Seller becomes insolvent, files a petition for bankruptcy or has commenced against it proceedings relating to bankruptcy.

16. Waiver. No waiver by any party of any of the terms of this order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise or delay in exercising, any rights arising from the order shall operate, or be construed as, a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other exercise thereof.

17. Confidential Information. All non-public and proprietary information of RST, including but not limited to, specifications, designs, plans, customer lists, and pricing,



disclosed by RST to Seller in connection with this order, whether disclosed orally or in written, electronic, or other form, and whether or not designated as “confidential”, is confidential information of RST. Seller shall not disclose the confidential information of RST to any third party, and Seller shall not use the confidential information of RST except in performance of Seller’s obligations under this Agreement. Confidential information of RST does not include information that is: (a) already in the public domain at the time of disclosure by RST; (b) already known to Seller at the time of disclosure by RST as supported by reasonable documentation; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

18. Force Majeure. Neither party shall be liable to the other party for any delay or failure in performing its obligations under this order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party. Such events include, but are not limited to, acts of God, floods, fire, earthquakes, hostilities, strikes, and embargoes. Seller’s economic hardship or changes in market conditions are not considered such events. Seller shall use all diligent efforts to end the delay or failure of its performance, ensure that the effects of any such event are minimized and resume performance under the order as soon as possible.

19. Assignment. Seller shall not assign any of its rights or obligations under this order without the prior written consent of RST.

20. Amendment and Modification. This Agreement cannot be modified or amended except by a subsequent written instrument executed by the parties which expressly supersedes the provisions of this Agreement.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement should be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein is intended to or shall confer upon any other person or entity, any right, benefit, or remedy of any nature whatsoever.

23. Governing Law / Venue. All matters arising out of this Agreement shall be governed by the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule. Any action or proceeding arising out of this Agreement shall be instituted in the state or federal courts located in the County of Marquette and in the United States District Court of the Western District of Michigan.



24. Notices. All notices hereunder shall be in writing and addressed to the parties at the addresses set forth on the Purchase Order. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, notices are effective only: (a) upon receipt of the receiving party; and (b) if the party giving the notice has complied with the requirements of this section.

25. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

26. Survival. Provisions of this Agreement which by their nature should apply beyond the completion of this Agreement will remain in force after any termination or completion of the order including, but not limited to, the following provisions: Warranties, Indemnification, and Confidential Information.

Adopted February 28, 2023.