

Terms and Conditions of Purchase
Effective Date: 8/14/2024

1. Entire Agreement Acceptance. The Terms and Conditions of Purchase, together with any relevant purchase order (collectively “Order”) constitute an offer by Vander-Bend Manufacturing, Inc dba Vantedge Medical, its subsidiaries, delegates and affiliates (including but not limited to Swiss Precision Machining, LLC, Omni Components Corporation, J.L. Haley Enterprises, Inc. and Hobson and Motzer, LLC) (collectively, “Buyer”) and supersedes all other agreements, oral or written, and all other communications between Buyer and the person or entity to whom this Order is addressed (“Seller”) suggesting additional or different terms. This Order represents the final and complete understanding of the parties and expressly limits acceptance to these terms. Any proposal for the addition of different terms or any attempt by Seller to vary in any degree from any of the terms hereof is hereby deemed material and rejected. No terms of any document or forms submitted by Seller, including but not limited to any quotations, acknowledgements, invoices or any other writing pertaining to any Order, shall alter or add to the terms and conditions contained in this Order. Unless otherwise stated herein, Seller’s acknowledgement of this Order or commencement of any work or performance of any Services hereunder shall constitute acceptance by Seller of this Order and all of its terms and conditions.
2. Prices. (a) All prices are firm and include all costs and expenses, including but not limited to storage, handling, packaging, freight, insurance, transportation and taxes; and (b) payment terms are net 90 from receipt of a valid invoice. Discounts shall be taken from the later of the date of the receipt of a complete and accurate invoice or Buyer’s acceptance of the Goods or Services. Unless otherwise provided on the face of the Order, title, risk of loss, damage or delay shall remain with Seller until Buyer’s receipt and acceptance of Goods. No invoices may be rendered by Seller until after the Goods have been shipped or the Services rendered. Buyer may withhold payment to the extent of any reasonable dispute regarding the amount due under any Order. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.
3. Favored Nations. If Seller sells to any other customer goods of the same or similar type and quantity purchased hereunder on more favorable terms or conditions, including price, Seller shall advise Buyer, and Buyer shall have the right, at its option, to apply such more favorable terms or conditions applied to this Order and Orders thereafter.
4. Delivery. Time is of the essence. Buyer’s production schedules and customer requirements are based upon the agreement that all Goods will be delivered by the agreed upon date. If the delivery of Goods or providing of Services purchased hereunder is not completed on time, Buyer may, in addition to any other rights or remedies, terminate this Order, without liability, as to Goods not yet shipped or Services not provided, purchase substitute items or services and charge Seller for any extra costs. If Seller must ship by a more expensive method to meet the delivery date, Seller shall pay any increased costs. Seller shall assume liability and pay for any loss or damage to the Goods until delivered to Buyer at the designated location. Title passes to Buyer upon delivery. All packaging and shipping documents must bear the Purchase Order number. The shipment must include documentation specifying (a) goods and quantities in each container, (b) Material Number and Revision; and (c) Certificate of Compliance (if required).
5. Shipping. Seller agrees to (i) properly pack, mark and ship Goods in accordance with the requirements of Buyer and the applicable carriers; (ii) route the shipments as per Buyer’s instructions; (iii) to label or tag each package according to Buyer’s instructions; (iv) provide papers with each shipment showing the Order Number and any other requested information; and (v) promptly forward the original bill of lading or other shipment receipt for each shipment in accordance with Buyer instruction. Under no circumstances shall shipping documents attached to or contained in the shipment display pricing information or any of Buyer’s confidential or proprietary information.
6. Warranties. Seller warrants and covenants that the Goods and/or Services will be:
(a) in compliance with all applicable federal, state and local laws and regulations and applicable standards (collectively, “Laws”) in all aspects of its performance under the Order, including, without limitation, the requirements of all applicable data privacy, security and fair competition laws, all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended, the Conflict Minerals provision (Section 1502) of

the Dodd-Frank Wall Street Reform and Consumer Protection Act and its implementing regulations, and regulations and orders of the U.S. Department of Labor issued under Section 14 thereof, and with the Equal Opportunity clause of Section 202 of Title VII of the Civil Rights Act of 1964 and Executive Order 11246 dated September 24, 1965, including all implementing rules and regulations, the Occupational Safety and Health Act of 1970, the Toxic Substances Control Act, the Foreign Corrupt Practices Act, FSMA, the Federal Food, Drug and Cosmetic Act as amended, and all standards and regulations issued thereunder;

(b) in full conformity with the specifications, drawings, descriptions and/or samples furnished or specified by Buyer;

(c) free from defects, whether patent or latent, in material, workmanship and design and that all Services are performed in a timely, competent and workmanlike manner;

(d) of good merchantable quality and fit and sufficient for the purposes intended;

(e) new (not refurbished);

(f) free and clear of all liens, security interests or other encumbrances; and

(g) free of claims of infringement or misappropriation of any third party's intellectual property and proprietary rights.

Seller covenants and agrees that Seller will immediately notify Buyer's Purchasing & QA departments in the event that a nonconformity or potential non-conformity exists in any Goods or Services for a minimum period of ten (10) years from the date of final manufacture or as stated otherwise in the Order. Seller shall maintain inspection and test records to serve as evidence of conformance with specified requirements and the Order. Such records shall be legible and traceable to the Goods involved. All flow-downs through Buyer shall be flowed down to Seller and shall become part of this Order.

Seller warrants and agrees that, to the extent applicable, the Goods are compliant with all EU RoHS directives or country/regional equivalents. Seller warrants and agrees that Goods do not contain any substances regulated as a substance of very high concern (SVHC) in Annex XIV of the EU Registration, Evaluation, Authorization of Chemicals (REACH) Directive. Seller warrants and agrees that each chemical substance or its preparation on their own or contained in Goods will be supplied in full compliance with REACH, and is not restricted under Annex XVII and, if subject to authorization under REACH, is authorized for Buyer's use. Seller agrees to furnish evidence of compliance upon request of Buyer.

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 Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. All warranties and the provisions of this Order shall survive any inspection, testing, delivery, acceptance or payment. Any failure to inspect, test or discover any defect or other nonconformance shall not relieve Seller of any of its obligations under the Order or impair any rights or remedies of Buyer. Buyer may, at Buyer's option, require Seller to promptly repair, replace or refund and goods which, in Buyer's reasonable opinion, are found to be non-conforming. Buyer may further, at Buyer's option, return the goods to Seller at Seller's expense and risk of loss. **NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR SELLER'S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.** With respect to Goods or Services that are resold or otherwise transferred to a third party, directly or indirectly by Buyer, such third parties, including but not limited to successors, assigns and customers of Buyer, shall have the full benefit of all warranties and indemnities from Seller and its suppliers, whether hereunder or otherwise, and Seller agrees to execute any assignments of such warranties and indemnities to such third parties.

7. Recall. If Buyer determines, in Buyer's sole discretion, that any defect, nonconformance or deficiency in any of the Goods requires a field campaign, recall or similar action to repair, replace or remediate any Goods or any of Buyer's products in which Goods are incorporated, Seller shall be liable for all costs, including attorney's fees and litigation costs. In the event Goods become subject to a voluntary or involuntary recall, recovery or market withdrawal ("Recall"), Seller shall (a) promptly give Buyer advance notice that includes the full details of the Recall and any actions that it is legally obligated to take; and (b) assume full responsibility and costs for implementing and complying with such Recall pursuant to applicable Laws, including without limitation, costs arising from the return and/or replacement of Goods.
8. Inspections. All Goods and Services are subject to inspection by an authorized representative of Buyer at all times and places, including during production. Goods or Services shall not be considered accepted until inspected and

accepted in writing by Buyer. Buyer's acknowledgement of the Goods does not constitute acceptance if the Goods contain hidden or latent defects or any non-compliance with the Order not known to Buyer. Buyer retains the right to reject or revoke acceptance of non-compliant Goods. Upon rejection or revocation, Buyer has the right, at Buyer's option, to require Seller to repair or replace Goods at Seller's expense (including but not limited to shipping and transportation) or refund the Buyer the price of any non-conforming Goods. Buyer reserves the right to reject or to revoke acceptance of Goods or Services which fail to meet any requirement of this Order, notwithstanding any payment or any prior inspection or test. Seller agrees to maintain an ISO 9001, or equivalent compliant quality program, and to use all reasonable efforts to deliver product free of defects in workmanship or material. Seller will ensure all personnel performing work affecting conformity to product requirements shall be competent and possess the appropriate education, training, skills and experience. Corrective action requested by Buyer, Buyer's customers and/or any authority following any inspection, test, audit or investigation must be implemented by Seller at Seller's cost.

9. Indemnification. Seller shall indemnify, hold harmless and defend Buyer, its affiliates and their respective shareholders, officers, directors, employees, agents, customers, successors and assigns, against all lawsuits, damages, actions, losses, expenses, claims, liabilities, judgments, fines, liens, settlements, penalties, or damages, including but not limited to all attorney's fees and litigation costs, whether direct or indirect, incidental, consequential, or otherwise (collectively, "Claims and Losses") arising directly or indirectly from or in connection with: (i) personal injury, property damage, or other damage, arising out of, relating to, or in connection with, the Goods or Services, (ii) claims arising from, relating to, or in connection with, Seller's actual or alleged negligence, act or omission or failure to comply with all the terms of this Order or any other agreement between Buyer and Seller, (iii) any Recall, (iv) Claims and Losses arising out of, or in connection with the performance of work on Buyer's premises and in connection therewith, as Seller waives any defense or claim arising by operation of any exclusive remedy provision of any state workers' compensation laws or equivalent federal legislation, (v) claims that the use or possession of the Goods actually or allegedly infringes or misappropriates any intellectual property or proprietary right, (vi) Seller's breach of this Order or any of the warranties expressed herein or any warranties implied by law, (vii) a claim of any lien, security interest or other encumbrance made by a third party; and (viii) a violation of the Law. Seller shall not settle any Claims without Buyer's prior written consent.
10. Limitations on Liability. Seller's liability to Buyer is not limited unless such limitation is explicitly stated in a signed writing by both parties. Seller's recovery is limited to the purchase price of the Order at issue.
11. Intellectual Property. Seller warrants that the manufacture, sale and use of the Goods and provision of Services will not infringe any patent, copyright, trademark, trade secret or any other intellectual property or proprietary right. In addition to Buyer's other rights and remedies, if all or any portion of the Goods or Services are held to constitute an infringement of a patent and/or their use is enjoined for any reason, at Buyer's election, Seller shall promptly, and at its own expense, either procure for Buyer the right to continue using such Goods royalty-free or replace such Goods or Services to Buyer's satisfaction with non-infringing Goods or Services of equal or greater quality, specifications and performance. Seller shall not settle any intellectual property claim without Buyer's prior written consent.
12. Insurance. Seller shall maintain no less than the following insurance coverages (i) Workers' Compensation with Statutory Limits for the state(s) in which this Purchase Order is to be performed (Seller may not "opt out" of carrying or "non-subscribe" to workers' compensation insurance coverage) and Employer's Liability insurance with limits of not less than \$1 million each accident / \$1 million disease – each employee / \$1 million disease – policy limit; (ii) Comprehensive or Commercial General Liability (including Premises / Operations, Products / Completed Operations, Personal Injury, Independent Contractors, Blanket Contractual Liability and a cross liability or severability clause with limits of not less than \$5 million combined single limit per occurrence and annual aggregate) ("CCGL Coverage"); (iii) Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits of not less than \$1 million combined single limit per accident; (iv) umbrella liability coverage on an occurrence basis in the minimum amount of \$5 million per occurrence and aggregate per policy year for bodily injury and property damage combined, and (v) such other liability insurance as may be required by Buyer or the Purchase Order. Any excess or umbrella liability coverage shall follow form or otherwise be at least as broad

as the required underlying primary coverages. Coverages shall be purchased from companies possessing a current policy holders rating of "A-" (Excellent) or better and a financial category no lower than "IX" from A.M. Best. The insurance shall be primary to and non-contributory with any self-insurance or policies carried by Buyer. Seller shall name Buyer as additional insured on the required CCGL Coverage using an ISO Additional Insured – Designated Person or Organization endorsement form CG 20 26 07 04, or the equivalent, Automobile Liability and Umbrella Liability policies. Seller and its insurer(s) shall grant waivers of subrogation on behalf of Buyer. Seller shall furnish to Buyer (1) certificates of insurance evidencing the required coverages prior hereto, upon request and at or before policy renewal or replacement; (2) copies of the additional insured, primary and non-contributory, waiver of subrogation endorsements; (3) other documentation as may be required by Buyer to demonstrate the insurance coverages required herein; and (4) 30 days' prior written notice of termination or material reduction in the amount or scope of the required coverages. Seller's purchase of insurance coverage and the furnishing of certificates of insurance shall not release Seller of its obligations or liability under this Purchase Order. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any Goods and shall not be required to make further payments except for conforming Goods delivered prior to cancellation.

13. Tooling. Any tooling, tools, jigs, dies, patterns, etc. (collectively, "Tooling") provided by or paid for by Buyer shall be and remain the sole property of Buyer. Seller shall be responsible for maintenance of the Tooling while in its possession and shall return Tooling to Buyer immediately upon demand. Seller waives any lien rights or other rights to retain Tooling and acknowledges that its obligation to return Tooling upon demand is unconditional.
14. Changes. Buyer shall have the right at any time to make changes in drawings, specifications, materials, packaging, time and place of delivery, and method of transportation. Any changes affecting the time or cost will result in an equitable adjustment to the Order. Seller agrees to accept any such changes subject to this section. Seller agrees that no changes are to be made to the specifications or the product(s) manufactured from those specifications without written approval from Buyer.
15. Set-Off. Without prejudice to any other right or remedy it may have, Buyer has the right to set off against any amounts due Seller, including but not limited to costs, damages, or other financial obligations the Seller may have towards the Buyer, including those arising from different agreements. The right to set-off is automatic and does not require any additional action or notice unless otherwise required by law.
16. Force Majeure. Buyer shall not be liable for failure to take delivery of Goods or to allow performance of the Services if such failure or inability is due to causes deemed by Buyer to be beyond Buyer's reasonable control. Seller shall notify the Buyer promptly in writing of any Force Majeure event and its anticipated impact on performance. Buyer may, in addition to any other rights or remedies, terminate this Order, without liability, as to Goods not yet shipped or Services not provided, or purchase substitute items or services and charge Seller for any extra costs.
17. Termination for Cause.
 - a) Buyer may terminate this Order without liability, in whole or in part, at any time, if (i) Seller fails to deliver the Goods or to perform the Services covered hereby at the time specified on the front hereof or any extension thereof authorized by Buyer in writing, (ii) a petition initiating a proceeding under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Seller, (iii) Seller executes an assignment for benefit of creditors, (iv) a receiver is appointed for Seller or any substantial part of its assets, or (v) Buyer shall have any reasonable ground for insecurity with respect to Seller's ability to perform and Seller is unable to provide Buyer with adequate assurance of its ability to perform within ten days after written request therefore by Buyer.
 - b) Termination for cause is effective immediately upon written notice or upon a specific date, without the need for further action.
 - c) Buyer's right to terminate this Order is not an exclusive remedy. Buyer shall be entitled to all other rights and remedies it may have either at law or in equity. No termination of this Order shall affect any accrued rights or obligations of either party as of the effective date of such termination.

18. Termination for Buyer's Convenience. Buyer may terminate this Order, in whole or part, at its convenience at any time by written notice to Seller. In such event, Seller may claim only properly documented out-of-pocket costs for work already performed as agreed to by and between the parties. For specially prepared products which are unique to Buyer's order, any partially completed work or raw materials whose full costs are included in the cancellation charges shall be identified in writing and held by Seller for disposition in accordance with Buyer's written instructions. At all times, Buyer's rights and remedies are cumulative, non-exclusive and in addition to its rights and remedies at law, in equity or otherwise.
19. Confidential Information. All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon termination of this Order or upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Seller represents and warrants that it shall maintain data security measures to ensure physical, electronic and procedural safeguards are in place to protect the security, integrity and confidentiality of Buyer's confidential information. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) can be proven by competent evidence was known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.
20. Audit. At Buyer's request, Buyer shall have the right to audit and inspect Seller and Seller's suppliers to determine Seller's and its supplier's compliance with the Order. This right extends to but is not limited to the inspection of all information, documents and reports related to the Goods, and Seller's facilities used to manufacture, pack or hold Goods or raw materials, including but not limited to review of processes, controls and facilities.
21. Waiver. Failure of Buyer at any time to require Seller's performance of any obligation under this Order shall not affect Buyer's right to require performance of that obligation. Any waiver by Buyer of any breach of any provision hereof or obligation of Seller must be in writing and shall not be construed as a waiver of any continuing or succeeding breach of such provision or obligation, and waiver or modification of this provision itself, or a waiver or modification of any right under this Order.
22. Assignment. Seller shall not assign, delegate or subcontract this Order, any of its obligations hereunder or any monies due or to become due hereunder, without Buyer's prior written consent, and any attempted assignment without Buyer's prior written consent shall constitute a material breach of this Order. In the event of the sale or transfer by Buyer of all or substantially all of its assets to an Affiliate or to a third party, whether by sale, merger, or change of control, Buyer would have the right to assign any or all rights and obligations contained herein to such Affiliate or third party without the consent of Seller and the Agreement shall be binding upon such acquirer and would remain in full force and effect.
23. Applicable Law and Venue. This Order, the purchase of Goods or Services by Buyer from Seller and all other aspects of the relationship between Seller and Buyer, shall be construed and governed according to the laws of the State of California. Seller agrees that any litigation relating to this order, or which otherwise arises directly or indirectly out of or in connection with the purchase of Goods or Services by Buyer from Seller, or our of or in connection with any transaction of any nature between Buyer and Seller, shall only be commenced in the State of California. Seller hereby consents to personal jurisdiction in the State of California with respect to any action arising hereunder.
24. Notices. Any and all notices or other communications required or desired to be given in connection with this Order will be given in writing and will be deemed effective upon personal delivery, on the third day after mailing if sent by certified mail, postage prepaid, return receipt requested, or one business day after deposit if sent by a nationally recognized courier service which maintains evidence of the time, place and receipt of delivery, and in each case if addressed as set forth in the Order (or such other addresses a party may designate in writing from time to time).

25. Buyer Information. BUYER MAKES NO WARRANTY WITH RESPECT TO INFORMATION PROVIDED BY BUYER TO SELLER OR WITH RESPECT TO THE ACCURACY OR COMPLETENESS THEREOF. BUYER IS PROVIDING ANY INFORMATION ON AN “AS IS” BASIS. ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO ANY INFORMATION PROVIDED BY BUYER, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Buyer is not liable for any issues arising from reliance on that information. Seller acknowledges and agrees that any sales forecasts, quantity purchase estimates or similar projections received from Buyer are not purchase commitments of Buyer, but rather represent non-binding estimates for planning purposes only. Buyer shall have no obligation to purchase or otherwise compensate Seller for any of Seller’s finished products, or unfinished raw materials, not covered by an Order issued by Buyer.
26. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
27. Entire Agreement. This Order and the documents incorporated herein constitute the entire contract and understanding between the parties hereto and supersede all prior representations, understandings, course of dealings and contracts relating to the subject hereof, with the sole exception of any contractual arrangement reflecting the formal signature of both parties (“Negotiated Contract”). If there is any conflict between this Order and the terms of a Negotiated Contract, the terms of the Negotiated Contract shall prevail. If the Negotiated Contract is silent or vague as to a term, this Order shall prevail. If there is any conflict between this Order and the terms of sale, acknowledgement of other confirmatory document prepared by Seller (“Seller Terms”) or other such document, the terms of this Order shall apply. Buyer expressly rejects any and all Seller terms. Provisions which by their nature should survive will remain in force after any termination or expiration. The section headings contained herein are not part of this Order and are included solely for the convenience of the parties. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Order.