

Quality Standard Terms

This Quality Standard Terms agreement (this "Agreement") is effective as of the date on which Zeus expressly accepts, in accordance with the applicable Zeus standard terms and conditions accessible at www.zeusinc.com/standard-terms, a corresponding purchase order and/or applicable quotation ("Purchase Order") and is by and between **ZEUS INDUSTRIAL PRODUCTS (IRELAND) LTD.** on behalf of itself, its subsidiaries, its parent company, and other affiliates ("Zeus") and the other party corresponding to the Purchase Order ("Customer").

WHEREAS, Customer is desirous of ensuring that products provided to Customer by Zeus ("Products") are supplied in accordance with certain quality considerations described herein; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Scope. This Agreement governs the rights and obligations of the parties hereto with respect to quality controls and considerations with respect to Products provided to Customer by Zeus under Customer's standard terms and conditions provided in the applicable purchase order and/or other terms and conditions (e.g., including any click-through agreements or terms and conditions for any web portal provided by Customer) (collectively, "Customer Terms and Conditions"), Zeus' standard conditions of sale, a supply agreement, a quote, a purchase order, or any other agreement between Zeus and Customer (collectively, "Supply Terms"). The Products provided by Zeus to Customer shall be in accordance with the applicable mutually agreed upon specifications ("Specifications").
2. Quality Management System.
 - a. Zeus shall maintain a quality management system with the intent to ensure that Products comply with the applicable Specifications. Such quality management system shall include document controls to ensure that the Products provided by Zeus to Customer comply with the appropriate version of the applicable specifications for Product. Zeus locations are certified to the following standards by an independent registrar:

	AS 9100	ISO 9001	ISO 13485	IATF 16949
620 Magnolia St, Orangeburg SC 29116	X	X		
3737 Industrial Blvd, Orangeburg, SC 29118 (Sales)		X		
3737 Industrial Blvd, Orangeburg, SC 29118 (AMP)		X	X	
9150 Levels Church Rd, Aiken SC 29801	X	X		
115 15th Street, Gaston, SC 29053	X	X		
201 Zeus Lane. Gaston, SC 29053		X		
134 Chubb Way, Branchburg, NJ 08876		X		
2759 Old Belleville Rd, St Matthews, SC 29135	X	X		
3599 Cummings Rd Chattanooga. TN 37419			X	
IDA Business Pk, Lisnennan, Letterkenny, F92R702, Ireland	X	X		X

- b. Zeus shall ensure that its quality personnel are trained with respect to the quality management system implemented by Zeus and to industry standards.
 - c. The respective quality personnel of Zeus and Customer shall reasonably work together to implement the respective obligations under this Agreement.
3. Change Control.
- a. Neither party may change the applicable Specifications for a Product without express written approval of the other party hereto.
 - b. Zeus shall not significantly change the manufacture of the Products without written approval of Customer. In the event of a significant change to the manufacture of the Products, Zeus shall provide a written proposal of such change to Customer. Customer shall review such written proposal of such change and indicate whether it approves or rejects such change. In the event that Customer fails to reject such change within ninety (90) days of receipt of such written proposal from Zeus, Zeus may implement such proposed change at any time after such ninety (90) day period.
 - c. Notwithstanding anything to the contrary herein, the Customer Terms and Conditions, or any supply agreement or other agreement between the parties pertaining to the supply of Products, Zeus may change raw material suppliers, facilities in which Products are manufactured provided such facility is listed above, and/or equipment and tooling used in connection with the manufacture of Products.
4. Non Conformances.
- a. Products provided by Zeus shall comply with the applicable Specifications.
 - b. Customer shall inspect Products received from Zeus within fifteen (15) business days of receiving such Products. In the event that Customer determines that certain Products do not conform to the applicable Specifications ("Non-Conforming Product"), Customer shall provide prompt written notice to Zeus of such non-conformance. Such notice of non-conformance shall at least identify the Non-Conforming Product and sufficiently describe such non-conformance, including representative samples to enable Zeus to understand the alleged non-conformance. Zeus shall have a reasonable opportunity, not to exceed twenty (20) business days from receipt of notification from Customer of the non-conformance, to inspect any alleged Non-Conforming Product.
 - c. In the event that Zeus agrees with Customer's determination that a Product is Non-Conforming Product, Zeus shall investigate such non-conformance and provide Customer with a written summary of the cause of such non-conformance and a corrective action, if any, to be implemented by Zeus to address such cause. If reasonably required, Zeus and Customer shall work in good faith to implement a corrective action and preventative action plan to ensure that Products provided by Zeus conform to the applicable Specifications.
 - d. Zeus shall not provide to Customer any Products that Zeus knows to be Non-Conforming Product, without express written approval from Customer.
5. Supplier Management.
- a. Zeus shall implement a supplier management system with respect to its suppliers that are material to the manufacture of Product. Such supplier management system shall include reasonable incoming inspection controls with respect to raw materials or other significant inputs to the manufacture of Products. The supplier management system shall include quality agreements, audits, technical reviews, specification management, performance monitoring, and non-conformance/investigation controls, as each is reasonably necessary with respect to the applicable supplier in order to ensure that Products provided to Customer by Zeus comply with the applicable Specifications.
6. Quality Controls for Manufacture and Release of Product.
- a. Before providing Product to Customer, Zeus shall inspect such Product in accordance with the test requirements defined in the applicable Specifications.
 - b. In absence of test requirements defined in the applicable Specifications, Zeus shall inspect Product in accordance with applicable industry standards.
 - c. Zeus will maintain, calibrate, or verify, as applicable, in accordance with applicable industry standards such equipment used in the manufacture of Products.

7. Packaging and Labelling.
 - a. Except as otherwise agreed in the Customer Terms and Conditions, any supply agreement, any order, or other agreement between the parties with respect to the supply of Products by Zeus to Customer, Zeus shall package Products in accordance with industry standards.
 - b. Except as otherwise agreed in the Customer Terms and Conditions, any supply agreement, any order, or other agreement between the parties with respect to the supply of Products by Zeus to Customer, Products are provided to Customer Ex Works (as defined in Incoterms 2020) at the applicable Zeus facility. Risk of loss with respect to Products shall pass to Customer at the applicable dock of the Zeus' facility, and Zeus shall not be liable to Customer for any damage to Products during shipment to Customer.
 - c. Zeus shall implement appropriate labelling controls to ensure that Products are appropriately labelled before shipment to Customer. Such labelling shall at a minimum identify the Products, the order number, part number and lot number.
 - d. Zeus shall include an applicable Certificate of Compliance with shipment of Products to Customer.
8. Field Actions.
 - a. Each party shall promptly notify the other party hereto of any known recall related to Products provided by Zeus to Customer.
 - b. The parties shall reasonably cooperate in connection with investigating and carrying out any recall related to Products provided by Zeus to Customer hereunder.
 - c. Neither party shall publicly communicate information pertaining to any recall related to Products provided by Zeus to Customer without prior written approval of the other party. If such other party fails to provide a reasonable objection to such proposed public communication within fourteen (14) days, such party proposing to publicly communicate such information may make such public communication at any time after such fourteen (14) day period.
9. Record Retention.
 - a. Zeus shall retain records obtained in connection with Products until a date that is fifteen (15) years from the corresponding date of generation ("Records").
 - b. Zeus shall maintain such Records in a manner so that such Records can be accurately, completely, and consistently retrieved and/or accessed by Zeus in a timely manner. Zeus shall store and maintain such Records to prevent damage or deterioration during the applicable record retention period.
 - c. Upon reasonable written request from Customer, Zeus shall provide to Customer such non-proprietary portions of Records applicable to a Product that are responsive to such written request.
 - d. Customer shall promptly provide written notice to Zeus of any legal hold applicable to Records corresponding to Products.
10. Inspection and/or Audits.
 - a. Upon reasonable written request by Customer to Zeus and during normal hours of business, Zeus shall permit Customer or its representatives to inspect and/or audit non-proprietary areas of Zeus' facilities and/or to non-proprietary portions of Zeus' records or other information in connection with the supply of Products by Zeus to Customer. Customer shall be liable to Zeus for any disclosures of Confidential Information (as defined in the Existing NDA) by Customer and/or Customer's representatives that are not expressly permitted in writing in advance by Zeus.
 - b. Zeus shall permit a government regulatory authority, EU Competent Authority or Customer's EU Notified Body, during normal business hours, to inspect and/or audit non-proprietary areas of Zeus' facilities and/or non-proprietary portions of Zeus' records or other information in connection with the supply of Products by Zeus to Customer. In the event that such a government regulatory authority, EU Competent Authority or Customer's EU Notified Body inspects and/or audits Zeus' facilities and/or records or other information, if Zeus is legally permitted, Zeus shall provide Customer with prompt written notice of such audit and a written summary of such audit and any results that Zeus obtains in connection with such inspection and/or audit. Such inspections and/or audits may be announced or unannounced.
 - c. Notwithstanding anything to the contrary herein, the Customer Terms and Conditions, or any supply agreement or other agreement between the parties pertaining to the supply of Products, Zeus shall not be obligated to provide Customer, government regulatory authority, EU Competent Authority or Customer's EU Notified Body, or any third party, with access to proprietary areas of Zeus' facilities or to proprietary portions of Zeus' records or information.

- d. Before any audit or inspection of Zeus' facilities and/or records or other information hereunder, the Customer, government regulatory authority, EU Competent Authority or Customer's EU Notified Body, and any applicable third party (e.g., Customer's representative(s)) shall execute a confidentiality agreement that is acceptable to Zeus.
11. Warranty. Zeus warrants that Products shall conform to the Specifications. Customer and Zeus each warrant that it and its employees will comply with the terms of this Agreement and any current applicable international, federal, state and local laws, rules, and regulations, as appropriate. Notwithstanding any warranties specified in the Customer Terms and Conditions, EXCEPT AS SPECIFICALLY REQUIRED BY LAW, ALL OTHER WARRANTIES (INCLUDING ANY WARRANTIES SPECIFIED IN THE CUSTOMER TERMS AND CONDITIONS), WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO ANY PRODUCTS, ARE SPECIFICALLY DISCLAIMED.
12. Liability. Except as otherwise expressly agreed in writing by the parties, neither party shall be liable to the other for any incidental, indirect, consequential, special, exemplary or punitive damages incurred by the other in connection with the contemplated transaction, including, but not limited to, a loss of sales, profits or goodwill, whether as a result of a breach of contract, breach of warranty or tort (including negligence or strict liability), indemnification, or otherwise. Notwithstanding anything to the contrary in the Customer Terms and Conditions, or any supply agreement or other agreement between the parties, Zeus' liability for any and all liabilities, claims, causes of action, suits, losses, expenses, damages, settlement costs and reasonable attorneys' fees ("Causes of Action") shall be limited to the lesser of (i) fifty thousand dollars (\$50,000), or (ii) five (5) times the total amount of money paid to Zeus by Customer for Products during the most recent calendar year.
13. Indemnification. Customer will defend, indemnify and hold harmless Zeus and its affiliates, and officers, directors, employees, and agents thereof, from and against any and all Causes of Action incurred by Zeus in connection with any third-party claim for (a) any breach of this Agreement by Customer which relates to Customer's actions or omissions, (b) infringement of a third-party intellectual property right by the Customer's sale, importation, or use of Products, including any infringement by the Customer's devices or products (including medical devices) that use or are manufactured with Products provided hereunder (hereinafter "Devices"), provided that in no event shall Customer be deemed to have caused or induced any such infringement if infringement arose or resulted directly from manufacturing of such Products by or on behalf of Zeus, (c) product liability relating to the Devices; to the extent that such product liability is not attributable to the negligence or willful misconduct of Zeus, (d) the use, or mis-use of Products or Customer's Devices, (e) the manufacture or testing of Customer's Devices, to the extent that such causes of action are not attributable to the negligence or willful misconduct of Zeus, (f) the engineering, specifications, or failure to provide accurate information to Zeus regarding Customer's Devices, to the extent that such causes of action are not attributable to the negligence or willful misconduct of Zeus, (g) the length of time Products provided hereunder will last in the use to which Customer or its Devices puts them, (h) compliance or non-compliance with any laws, regulations, or other governmental requirements applicable to the use or applications of the Products or medical devices, (i) the acts or omissions of any of Customer's contractors or component suppliers that Customer engages directly or indirectly in the manufacture or assembly of its Devices other than Zeus.
14. Confidentiality
- a. Unless Zeus and Customer have otherwise agreed in writing to a confidentiality agreement ("Existing NDA"), the terms of Zeus' Standard Confidentiality Terms shall control and govern the confidentiality obligations of the parties with respect to Products to the extent that such Standard Confidentiality Terms do not conflict with the terms of this Agreement. Zeus' Standard Confidentiality Terms can be obtained at www.zeusinc.com/standard-terms. If Zeus and Customer are parties to a valid Existing NDA, the terms the Existing NDA are hereby incorporated in their entireties and which shall remain valid for purposes of this Agreement during the term of this Agreement.
 - b. The terms of the Existing NDA or Zeus' Standard Confidentiality Terms, as applicable, shall govern the non-use and confidentiality obligations pertaining to information obtained under this Agreement by a party hereto. Notwithstanding the foregoing, in the event of any conflict between the terms of this Agreement and the terms of the Existing NDA or Zeus' Standard Confidentiality Terms, as applicable, the terms of this Agreement shall prevail.
 - c. Any non-public information obtained by Customer hereunder with respect to Zeus' quality system, or in connection with any audit or inspection of Zeus' facilities and/or Zeus' records or other information shall be deemed to be Confidential Information.

15. Intellectual Property. Nothing contained in this Agreement shall be construed, either expressly or implicitly, to grant to one party any rights by license or otherwise in the Confidential Information it receives hereunder, or to any patent, copyright, trademark or other intellectual property right.
16. Miscellaneous
- a. Use of Name. Except as provided below, one party shall not, and shall ensure that its affiliates shall not, use or register the name of the other party (e.g., "Zeus" in the case of Zeus being such other party) (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify such other party or any unit, division or affiliate of such other party ("Other Party Names") for any purpose except with the prior written approval of, and in accordance with restrictions required by, such other party. This restriction shall not apply to any information required by law to be disclosed to any governmental entity.
 - b. Order of Precedence. In the event of any conflict between the terms of this Agreement and the Supply Terms, the terms of this Agreement shall prevail only with respect to specific quality management system provisions, and the Supply Terms shall prevail with respect to any other provision.
 - c. No Waiver. The failure or delay of either party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement.
 - d. Term. The term of this Agreement shall commence on the Effective Date and expire on the date that is three (3) years later. Either party may terminate this Agreement sooner upon ninety (90) days prior written notice to the other party. In any event, the Receiving Party's non-disclosure and non-use obligations under this Agreement with respect to Confidential Information it has received hereunder shall not expire until the date that is five (5) years after the corresponding disclosure date (and, with respect to any Confidential Information that constitutes trade secrets, for such longer period to the extent permitted by applicable law).
 - e. Assignment. This Agreement may not be assigned or transferred by either party without the other party's prior express written consent. Without limiting the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the legal successors of the respective parties.
 - f. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the balance of the Agreement will remain in full force and effect, and the invalid, void or unenforceable term, clause, word, condition, provision or agreement shall be reformed to the extent possible in order to give its intended effect and/or meaning so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.
 - g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The parties hereby consent to the sole jurisdiction of the courts sitting in Dublin, Ireland, without restricting any right of appeal.
 - h. Entire Agreement. This Agreement constitutes the entire and only understanding between the parties with respect to the subject matter of this Agreement, and supersedes any prior or collateral agreement or understanding between them. Any requirements or obligations provided on drawings included in the Specifications (e.g., pre-printed requirements) other than dimensions and indication of the type of material are hereby voided and rendered invalid. This Agreement may be amended or modified only by a written instrument that specifically references this Agreement, and that is signed by an authorized representative of each party.