

Vendor agrees that this purchase order shall be subject to the following instructions, terms and conditions :

1. **VALIDATION.** This purchase order is valid only if agreed by an authorized agent of Buyer and in addition has the validation stamp in the area designated on the front hereof.

2. **ACCEPTANCE.** This purchase order shall be deemed accepted either by signing a copy of this purchase order and returning it to the Buyer, by return mail, or by prompt shipment of any of the goods herein specified together with written notice within 24 hours of such shipment.

3. **INSPECTION AND ACCEPTANCE.** All goods shall be received subject to Buyer's right of inspection and rejection at any time after receipt. Buyer shall have the right to perform adequate tests to determine whether goods conform to the contract. Vendor shall pay the cost of inspection and testing goods rejected. Defective or nonconforming will be held for Vendor's instructions at Vendor's risk and if Vendor so directs, will be returned at vendor's expense. If inspection discloses that part of the goods received are not in accordance with Buyer's specifications, Buyer shall also have the right to cancel any unshipped portion of the purchase order. Further, if Buyer requests it, Vendor shall repair or replace at his expense any part of materials furnished hereunder which are found to be defective. Payment for goods on this purchase order prior to inspection shall not constitute acceptance thereof and is without prejudice to any claims and all that Buyer may have against Vendor. Acknowledgement of receipt on packing slips or bills of lading shall not constitute acceptance.

4. **WARRANTY SPECIFICATION.** Vendor expressly warrants that all the materials and articles and workmanship of the materials and articles covered by this purchase order or other description, drawings, specifications or samples furnished, by Vendor or Buyer will be in exact accordance with such purchase order, description, drawings, specifications or samples, and free from defects in material or workmanship or both and will be merchantable and fit for their particular purpose(s). Such warranty shall survive delivery and shall not be deemed waived either by reason of Buyer's acceptance of said materials or articles or by payment for them. Any deviations from this purchase order or specifications furnished hereunder or any other alterations, must be approved in writing by Buyer.

5. **INDEMNITY.** Vendor agrees to indemnify and keep indemnified Buyer and to hold and save harmless from and against any and all claims, demands, liabilities, losses or expenses of whatever kind and nature which Buyer shall or may at any time sustain or incur by reason of, in consequence of, or arising out of the manufacture, sale or delivery by Vendor of the goods described in this purchase order to Buyer or with respect to any property of the Buyer held by Vendor. This indemnity clausal shall not be construed to preclude or limit any other rights or remedies available to the Buyer against the Vendor.

6. **VENDOR'S ENDORSEMENT.** Vendor shall take out and maintain products liability insurance in an amount sufficient to satisfy any claims of liability, which Vendor might incur arising out of the manufacture, sale or delivery of any of the goods described in this purchase order. Such

products liability insurance policy shall provide coverage for the satisfaction of any liability, as described in the indemnity agreement of the Vendor to the Buyer resulting from operation of the indemnity agreement as set forth herein in paragraph 5 or from other operation of law, as well as for the satisfaction of any liability of Vendor to any third party or parties.

7. QUANTITIES. The specific quantity ordered must be delivered in full and not be changed without Buyer's consent in writing. Any unauthorized quantity is subject to Buyer's rejection and returned at Vendor's expense.

8. DELIVERY. Delivery must be effected within the time stated on the purchase order, otherwise the Buyer reserves the right to cancel the purchase order in accordance with paragraph 20 below and to charge the Vendor with any damages incurred as a result of the Vendor's failure to make delivery within the time specified in the purchase order. Neither the Vendor nor the Buyer shall be held responsible for delays in performance or failures of performance when caused by fire, strikes, epidemics, embargoes and directions of the government or other conditions of whatsoever nature or description reasonably beyond their respective control.

9. ROUTING. All material shall be shipped pursuant to the shipping instructions found on the face of this purchase order.

10. EXTRA CHARGES. No additional charges of any kind, including charges for boxing, packing, cartage, or other extras will be allowed unless specifically agreed to in writing in advance by Buyer.

11. SHIPPING INSTRUCTIONS. All packages, packing slips and invoices must be plainly marked with the purchase order number shown on the face of this purchase order.

12. INSURANCE. Any insurance taken out by Vendor on the goods in transit to Buyer shall be solely at Vendor's expense.

13. INSTALLATION. If this purchase order requires Vendor to furnish the services of its supervisor, expert or other employee to perform work on the Buyer's premises in connection with installation or any other matter under this contract Vendor agrees, whether or not a separate charge is to be made for said services, that such supervisor, expert or other employee of the Vendor in performing such services is not and shall not be deemed to be an agent or employee of the Buyer. Vendor assumes full responsibility for the acts and omissions of such persons and agrees to hold the Buyer harmless from any claims or damage whatever arising there from. Vendor assumes exclusive liability for any wage or other taxes imposed upon the employer by any law or regulation as to such persons.

14. PATENTS. Vendor warrants that the goods purchased hereunder do not infringe upon any patents and other industrial property rights existing in The United Kingdom or elsewhere and agrees to protect, indemnify and hold the Buyers, its successors, assigns, customers and users of its products harmless from and against all claims, damages, judgement expenses and losses

arising from the infringement or alleged infringement of any industrial property rights and the Vendor, after notice, shall appear and defend at its own expense all suits or proceedings at law or in equity instituted against the Buyer and shall pay any awards assessed against the Buyer in such proceeding as same are based upon any claim that goods purchased hereunder constitute an infringement of any patents or other industrial property rights existing in The United Kingdom or elsewhere.

15. DRAWINGS, PATTERNS, ETC. All drawings, blue prints, patentable ideas, materials, molds, toolings, and other items prepared by the Vendor in filling this purchase order as well as any furnished hereunder to the Vendor by the Buyer, shall be the property of the Buyer and such items shall be delivered to the Buyer upon the completion or termination of this purchase order. No reproductions thereof shall be retained except as authorized by the Buyer. Such items shall not be used or disclosed to third parties by the Vendor or anyone under its control without the prior written consent of the Buyer.

16. PRICE. If the price is not stated in this purchase order, its agreed that the goods shall be billed at the price fast quoted by Vendor at the prevailing market price, whichever is lower. This purchase order cannot be filled at a higher price than quoted or changed without buyer's specific authorization.

17. APPLICABLE LAWS. Vendor represents that the merchandise covered by this purchase order was not manufactured and is not being sold or prices in violation of any law, regulation or administrative ruling. The Vendor shall comply with all applicable laws including but not limited to the U.K. Bribery Act 2010, Agency Worker Regulations 2010, the Conduct of Employment Agencies and Employment Business Regulations 2003, Social Security Contributions (Intermediaries) Regulations 2000/727 and the Criminal Finance Act 2017. In addition, where applicable the Vendor shall comply with the Off-payroll working rules (IR35) and specifically the IR35 Terms specified in Appendix 1.

18. DISCOUNT. It is understood that the cash discount period will date from the receipt of the goods or from the date of the invoice, whichever is later. C.A.D. shipments will not be accepted. Drafts will not be honored.

19. CANCELLATION. Buyer reserves the right to cancel, without any liability or indemnification, this entire purchase order or all or any part of the undelivered portion thereof if Vendor does not make deliveries as specified, time being of the essence of this contract or if Vendor breaches any of the terms hereof including, without limitation, the warranties of Vendor. In case of cancellation for any other reason. Buyer shall not be responsible for cancellation charges on parts manufactured more than sixty (60) days in advance of purchase order schedule.

20. CHANGES. Buyer may at any time, by written change order, suspend performance in whole or in part, make changes in drawings, designs, specifications, method of shipment or packing or time or place of delivery, require additional work or direct omission of work. If any such change order causes an increase or decrease in the cost of or the time required for the performance of this purchase order, an equitable adjustment shall be made in the contract or delivery date or schedule or both and the purchase order shall be modified in writing accordingly. Any claim for adjustment under this paragraph shall conclusively be deemed waived unless asserted in

writing within thirty. (30) days from the date of receipt by the Vendor of the change order. The amount of the claim shall be stated when it is submitted. An order change will not be binding on Buyer unless issued by an authorized purchasing agent of Buyer. Nothing in this paragraph shall excuse Vendor from proceeding with the purchase order as changed. Vendor shall not make any change or deviation to Goods and/or Services covered specifically by this Purchase Order, except with Medtronic's prior written consent. Upon approval by Medtronic of the initial design, any process changes, design changes or deviations considered by the Vendor must be submitted to Medtronic in writing for review. If changes are submitted for approval, the information submitted must include a complete description of the change and the effect the change will have on all characteristics of the product. Upon request, Vendor shall submit samples of the proposed product for evaluation and approval by Medtronic.

21. ASSIGNMENT. This purchase order shall not be assigned by the Vendor without the express consent in writing of the Buyer.

22. OTHER TERMS. If any of the Vendor's terms of sale are in conflict with the terms of this purchase order, the terms of this purchase order shall govern unless Vendor's terms are accepted in writing by the Buyer. No oral agreement or other understanding shall in any way modify this purchase order or the terms or the conditions thereof. Buyer objects to the inclusions of any different or additional terms proposed by Vendor in his acceptance of this purchase order and if they are included in Vendor's acceptance, a contract of sale will result upon Buyer's terms stated herein.

23. WAIVER. Buyer failing to act upon any breach of the terms and conditions of this purchase order by Vendor shall not constitute a waiver of Buyer's remedies as to such or other breaches.

24. GOVERNING LAW. This purchase order shall be governed by and interpreted in accordance with the laws of England and Wales.

## **Appendix 1 IR35 Terms**

The following definitions shall apply in respect of this Appendix:

**“Contracted-Out Service”** any service comprised in the Services that is not a Personal Service.

**“Employment Liabilities”** all and any remuneration, claims, demands, liabilities, compensation, damages, taxes, National Insurance Contributions, penalties, fines and interest and all and any losses and liabilities including any associated legal, professional and other costs and expenses;

**“Employment Regulations”** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended from time to time;

**“Intermediary”** an intermediary (whether a company, partnership or an individual) within the meaning of Chapter 10 of ITEPA;

**“Personal Service”** any service comprised in the Services that a Vendor Personnel personally performs, or is under an obligation to personally perform for Medtronic within the meaning of 61M of Chapter 10 of Part 2 of ITEPA. For example: (i) the secondment of any Vendor Personnel to Medtronic ; and, (ii) the provision of any kind of resource augmentation service to Medtronic , are each a Personal Service for the purpose of this agreement and any service of a type similar to a secondment or resource augmentation service shall be treated likewise;

**“Vendor Personnel”** any person currently or previously involved in the provision of the Services, including any substitute of such a person or any other person employed, engaged or otherwise utilised by the Vendor (whether employed or engaged by the Vendor or by a third party) in connection with the provision of the Services;

**“ITEPA”** the Income Tax (Earnings and Pensions) Act 2003; and

**“Replacement Vendor”** any person, company or other entity who replaces the Vendor in providing the Services or any element thereof to Medtronic.

Throughout this Appendix , all and any references to Medtronic shall be read as including Medtronic and its subsidiaries and holding companies, from time to time, as defined in section 1159 of the Companies Act 2006.

### A. General

- (i) Vendor represents, warrants and undertakes that:
  - (a) it is not itself an Intermediary with respect to any Vendor Personnel and during and throughout the term of the agreement shall not be such an

Intermediary, or shall notify Medtronic in writing in advance if it becomes or plans to become such an Intermediary; and

- (b) it is not, nor will it become prior to the cessation of this agreement, a managed service company, within the meaning of section 61B of ITEPA. The Vendor shall on request supply to Medtronic copies of its company records and evidence demonstrating that no person who carries on a business of promoting or facilitating the use of companies to provide the services of individuals (a) benefits financially on an ongoing basis from the provision of the Services; (b) influences or controls the provision of the Services; (c) influences or controls the way in which payments to any Vendor Personnel are made; (d) influences or controls the Vendor's finances or any of its activities; or (e) gives or promotes an undertaking to make good any tax loss.
- (ii) Medtronic may at any time determine in its absolute discretion whether the service provided by a Vendor Personnel (whether comprising all or part of the Services), is or includes a Personal Service, a Contracted-Out Service or a combination of Personal and Contracted-Out Services;
- (iii) Where any Vendor Personnel is/are employed by the Vendor and is/are supplied to Medtronic and is/are subject to control and/or management by Medtronic the Vendor will notify Medtronic if it does not, or if it ceases to (a) have a UK permanent establishment or (b) be tax resident in the UK; and
- (iv) Nothing in the agreement shall render any Vendor Personnel an employee, worker, agent or partner of Medtronic and the Vendor shall procure that no Vendor Personnel shall hold themselves out as such.

B. Personal Service - Vendor represents, warrants and undertakes that:

- (i) any Vendor Personnel supplied to Medtronic in the provision of a Personal Service (whether comprising all or part of the Services) is not and will not be engaged by an Intermediary and will either (i) be an employee of the Vendor; (ii) an employee of a third party; or, (iii) fall within section 4 or section 44 of ITEPA as workers of the Vendor or of a third party provider of personnel to the Vendor;
- (ii) in the event that a Vendor Personnel is not an employee of the Vendor or a third party or is not subject to section 4 or section 44 of ITEPA as a worker of the Vendor or of a third party provider of personnel to the Vendor, that Vendor Personnel will not be engaged or otherwise utilised by the Vendor in the provision of any Personal Service to Medtronic ; and
- (iii) all and any income, fees, benefits, expenses, emoluments or other payments of any kind whatsoever (individually, and together the "Reward") paid to each Vendor Personnel in connection with the provision of any Personal Service will have PAYE income tax, National Insurance Contributions and the Apprenticeship

Levy fully accounted for, and on time, to the extent required by relevant legislation in force from time to time.

C. Contracted-Out Service – Vendor represents, warrants and undertakes that:

- (i) any Vendor Personnel supplied to Medtronic in the provision of a Contracted-Out Service is either (i) an employee of the Vendor; (ii) an employee of a third party; (iii) falls within section 4 or section 44 of ITEPA as workers of the Vendor or of a third party provider of personnel to the Vendor; and (iv) is not and will not be engaged by an Intermediary without the prior written consent of Medtronic provided at its sole discretion; and
- (ii) For the avoidance of doubt, it is the not the intention of Medtronic to withhold the consent referred to in C(i) in respect of a Vendor Personnel, if Vendor provides evidence to the satisfaction of Medtronic that the service provided by the Vendor Personnel is not a Personal Service.

D. The Vendor shall indemnify Medtronic and in respect of:

- (i) any income tax, National Insurance Contributions and the Apprenticeship Levy and any other liability, deduction, contribution, assessment, amount transferred or claim arising from or made in connection with either the performance of the Services or any Reward received or receivable by any Vendor Personnel in connection with the Services, where such recovery by Medtronic is not prohibited by law;
- (ii) any reasonable costs, expenses and any penalty, fine or interest incurred or payable by Medtronic in connection with or in consequence of any such liability, deduction, contribution, assessment or claim per clause D(i), other than where the latter arises wholly and solely out of Medtronic 's negligence or wilful default; and
- (iii) any liability arising from any actual, prospective or alleged employment-related claim or any actual prospective or alleged claim based on employee or worker status (including all and any associated legal, professional and other costs and expenses in responding to any such claim) brought by any Vendor Personnel against Medtronic arising out of or in connection with the provision of the Services.

E. Medtronic may at its option satisfy the indemnity in clause D above (in whole or in part) by way of a reduction on any amounts due to the Vendor.

F. Should Medtronic determine at any time that Chapter 10 of Part 2 of ITEPA applies to any service provided by a Vendor Personnel covered by the agreement and/or any Reward, notwithstanding the indemnity contained in clause D above, Medtronic shall also be entitled to withhold from payments due to the Vendor such amount as it considers to be due to HMRC (including amounts which HMRC may have transferred to Medtronic if any) for income tax, National Insurance Contributions and Apprenticeship Levy in respect of

the performance of those Services by any Vendor Personnel. Medtronic shall also be entitled to reduce the amount otherwise due to the Vendor for the Services to reflect all and any incremental legal, professional and other costs and expenses payable by Medtronic as a result of such a determination.

- G. The parties agree that, upon termination of all or any part of this agreement, (a "Termination Event"), it is not intended that the Employment Regulations shall apply to transfer the contracts of employment or engagement of any Vendor Personnel to Medtronic or to any Replacement Vendor.
- H. Notwithstanding clause G above, if a Termination Event occurs and either:
- (i) the contract of employment or engagement of any Vendor Personnel, has effect or is alleged to have effect as if originally made between Medtronic or any Replacement Vendor and that person; and/or
  - (ii) any Employment Liabilities relating to any Vendor Personnel transfer or are alleged to have transferred to Medtronic or to any Replacement Vendor, then,

Medtronic may, on becoming aware of such effect, transfer or allegation, terminate, or may procure that the Replacement Vendor (as the case may be) terminates, the said contract of employment or engagement and the Vendor shall indemnify Medtronic and/or at the direction of Medtronic, the Replacement Vendor against all and any Employment Liabilities connected to or arising in respect of the said contract of employment or engagement and/or its termination.