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MEDTRONIC PURCHASE AGREEMENT

Medtronic Sofamor Danek USA, Inc. 2600 Sofamor Danek Drive Memphis, TN 38132 **("Medtronic")** Contact Person: Jeff Garnier Contract Manager, Spine & E/T Phone: 916-730-2837 Email: jeff.garnier@medtronic.com	San Bernardino County on behalf of Arrowhead Regional Medical Center 400 N Pepper Ave Colton, California 92324-1801 **("Customer")** Contact Person: Phone: Email:	**Medtronic Customer #:** 0001106317

Medtronic offers to sell the **Products** (as defined below) to **Customer** in accordance with the terms and conditions of this Medtronic Purchase Agreement ("Agreement"). This contract cover sheet, together with the following exhibits, schedules and attachments constitutes the entire agreement between Medtronic and Customer for purchase of the Products:

Schedule 1 (Customer Facilities/ Products Invoice Pricing)
Schedule 1-A (Pricing)
Exhibit A (Standard Terms and Conditions)
Exhibit B (Shipping Terms and Returned Goods Policies)

Applicable Definitions:

"Products" are any products of Medtronic, which may be purchased by Customer, or which may be acquired by Customer through Medtronic's subsidiary, SpinalGraft Technologies, LLC ("SGT"), pursuant to this Agreement. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Medtronic reserves the right to (i) add new Products to this Agreement, from time to time, and (ii) delete one or more specific Products from the scope of this Agreement at any time, without prior notice to the Customer, insofar as Medtronic discontinues its manufacture or sale of the same within the United States.

"Current Year Price List" is the Medtronic Price List in effect on the date of invoice.

"Spinal Products" are spinal implants, disposables, and related instruments provided by Medtronic.

"Tissue Synthetics Products" means the bone grafting products made available to Customer under this Agreement through Medtronic and/or human tissue allografts and bone paste used in spinal surgery made available through Medtronic's affiliate, SpinalGraft Technologies, LLC ("SGT").

The term of this Agreement (the "Term") shall be a **FORTY-EIGHT MONTH** period commencing Feburary 9, 2022.

The total dollar value of the Agreement shall not exceed $3,400,000

SIGNATURES TO FOLLOW ON NEXT PAGE.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

By signing below, the parties indicate their agreement to be bound by the terms and conditions outlined in this Agreement.

Medtronic Sofamor Danek USA, Inc.
DocuSigned by: Jeff Garnier Signature: 1D345C...
Signature Jeff Garnier
Print Name Sr. Region Contract Manager
Title 1/31/2022 | 2:51 PM CST
Date

San Bernardino County on behalf of Arrowhead Regional Medical Center
Signature
Print Name
Title
Date

EFD: _____; EXD: _____ [Medtronic Internal Use Only]

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SCHEDULE 1

CUSTOMER FACILITIES			
NAME OF FACILITY:	**ADDRESS:**	**CITY/STATE/ZIP:**	**MEDTRONIC ACCOUNT #:**
Arrowhead Regional Medical Center	400 N Pepper Ave	Colton, CA, 92324-1801	0001106317

Products Invoice Pricing
Spinal Products - Invoice Pricing. Customer will receive pricing for all Spinal Products per Medtronic's Price List 2012. In lieu of the Price List 2012, Customer will receive the specific Spinal Products listed in the attached Schedule 1 -A at the pricing indicated.
Tissue Synthetics Products – Invoice Pricing. Customer will receive pricing/service fees for all Tissue Synthetics Products per Medtronic/SGT's Current Year Price List/Fee Schedule [the Price List/Fee Schedule in effect on the date of issuance of the invoice]. In lieu of the Current Year Pricing/Service Fees, Customer will receive the specific Tissue Synthetics Products listed in the attached Schedule 1-A at the pricing/service fees indicated.

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SCHEDULE 1-A (PRICING)

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EXHIBIT A

STANDARD TERMS AND CONDITIONS

1. PRODUCT PURCHASE AND PRICES. The Parties agree that during the term of this Agreement, Customer may purchase/acquire the products in **Schedule 1-A** at the prices/fees indicated therein. The prices/fees for the respective products specified in Schedule 1-A shall remain firm and unchanged for term of the Agreement.

2. TERMS OF SALE.

2.1 Standard Shipping/Freight Terms. All Products are shipped in accordance with the terms identified for such Products in that attached ***Exhibit B***, and incorporated herein.

2.2 Additional Shipping Terms. Applicable Sales and use taxes, if any, will be added to the invoice, and Customer agrees to pay such applicable taxes. Medtronic products cannot be resold without written permission of Medtronic. Customer represents that it is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Medtronic or on any taxes levied on employee wages. Customer shall only pay for any State or local sales or use taxes on the products supplied to the Customer pursuant to the Agreement.

2.3 Return of Goods Policy. All Products are subject to the applicable returned goods policy identified for such Products which is attached as ***Exhibit B***, and incorporated herein.

3. PAYMENT TERMS. Payment terms are net thirty (30) days from the date of invoice.

4. TERMINATION. Either party may terminate this Agreement for any reason and without any further liability, upon ninety (90) days prior written notice to the other party.

5. WARRANTY. The written product warranty enclosed with each Product when delivered to Customer sets forth the entire warranty applicable to each Product.

6. LIMITATION OF LIABILITY. Because Medtronic has no control over the conditions under which Products are used, the diagnosis of the patient, the skills of the user, or the methods of administering or handling the Products after they leave Medtronic's possession, Medtronic does not warrant either a beneficial effect or against an ill effect following the use of any product. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, COST OF COVER, OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR RELIANCE DAMAGES WITH RESPECT TO THE PRODUCTS, THEIR USE, OR LOSS OF USE, OR THE PRACTICES OF PURCHASER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE (EXCEPT BASED ON INDEMNIFICATION), AND EACH PARTY EXPRESSLY WAIVES SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**. Medtronic neither assumes nor authorizes any other person to assume any other liabilities arising out of or in connection with the sale or use of any Product. The provisions of this warranty under which the liability of Medtronic is excluded or limited, shall not apply to the extent that such exclusions or limitations are declared illegal or void under applicable law.

7. INSURANCE. Medtronic shall maintain the following insurance coverage at the following minimum limits for the term of this agreement, any of which may be satisfied through self-insurance:

Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons.

Commercial/General Liability Insurance – General Liability Insurance covering all operations performed by or on behalf of Medtronic providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include: Products and completed operations, Broad form property damage (including completed operations), Personal injury, Contractual liability, and a $2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

All policies, except for Worker's Compensation, shall contain additional endorsements naming Customer as an additional named insured with respect to liabilities arising out of this Agreement. When applicable, and when requested by Customer, evidencing proof of the foregoing coverage shall be furnished to Customer.

Medtronic shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Medtronic and Medtronic's employees or agents from waiving the right of subrogation prior to a loss or claim. Medtronic hereby waives all rights of subrogation against Customer.

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All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.

Medtronic agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Medtronic and Customer or between Customer and any other insured or additional insured under the policy.

Unless otherwise approved by Customer's Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

8. INDEMNIFICATION.

Medtronic will indemnify, defend, and hold harmless Customer and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any Products sold or subject to this Agreement. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Customer, or Customer receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Customer will use reasonable efforts to notify Medtronic promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve Medtronic of its obligations only if and to the extent that such delay or failure materially prejudices Medtronic's ability to defend such lawsuit or claim. Customer will give Medtronic sole control of the defense (with counsel reasonably acceptable to Customer) and settlement of such claim; provided that Medtronic may not settle the claim or suit absent the written consent of Customer, which shall not be unreasonably withheld, unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the Products that are the subject of the claim. In the event that Medtronic fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by Medtronic, then Medtronic shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer. This shall not apply to any judgment or settlement amount, which amounts Customer shall be entitled to notify, invoice or debit Medtronic's account at any time; and Customer, at its sole discretion, may settle the claim or suit.

If, in Medtronic's opinion, any goods or services sold or provided by Medtronic subject to this Agreement become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Medtronic may, at its option: (i) procure for Customer the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Medtronic, Customer shall cease use of the goods or services upon written notice from Medtronic, and Medtronic shall provide Customer with a pro-rata refund of the unearned fees paid by Customer to Medtronic for such goods or services.

Medtronic also agrees to indemnify, defend (with counsel reasonably approved by Customer) and hold harmless the Customer and its authorized officers, employees, agents and volunteers from any and all third party claims, actions, losses, damages and/or liability to the extent caused by a malfunction or defect of a Product provided pursuant to this Agreement,except where such indemnification is prohibited by law.

9. PRIVACY. Medtronic agrees to comply with federal and state health information confidentiality laws and regulations to the extent they are required. Medtronic and its representatives are not covered entity(s) under HIPAA, but may receive PHI, as defined by the HIPAA Privacy Rule, for functions such as payment/billing and invoicing of its medical devices, providing technical support related to medical devices and for public health activities in fulfilling its obligations regarding FDA reporting and data collection (e.g. device tracking) or for other purposes related to the quality, safety and effectiveness of FDA regulated products. Customer acknowledges Medtronic's use and disclosure of PHI for these purposes. Medtronic will use and disclose PHI in accordance with applicable state and federal laws. Medtronic will also implement reasonable safeguards to prevent inappropriate access to and disclosure of PHI to the extent required.

10. TREATMENT OF DISCOUNTS. The parties intend to establish a business relationship in which any rebates, discounts, payments and credits that may be provided to Customer comply with the exceptions to the Medicare and Medicaid Anti-Kickback statute set forth at 42 U.S.C. § 1320a-7b(b)(3) and the "Safe Harbor" regulations regarding discounts set forth in 42 C.F.R. § 1001.952(h); and the parties believe that the relationship contemplated by this Agreement is in compliance with those requirements. As to such discounts and rebates, the parties agree to fulfill their obligations under the Safe Harbor and the Customer agrees to fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this Agreement, and upon request by the Secretary of the U.S. Department of Health and Human Services or state agency, must make available information provided to Customer concerning the discount.

11. COMPLIANCE WITH LAWS. Each party shall comply with its obligations under federal, state or other applicable laws or regulations with respect to the performance of the Agreement.

12. STATEMENT REGARDING DEBARMENT/ SUSPENSION / EXCLUSION ISSUES. Medtronic certifies that it is not excluded, debarred or suspended from and is not, in any other way, ineligible to participate in any state or federal governmental program. Prior

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to hiring any applicant for employment, Medtronic: (1) conducts a criminal background check (since 1996); (2) requires a pre-employment mandatory drug screening test (since 2000); (3) determines whether the applicant appears on the list of excluded individuals and entities maintained by the Office of Inspector General for the United States Department of Health and Human Services ("excluded list"); and (4) determines whether the applicant is in the Excluded Parties List System (EPLS), which is a government-wide compilation of individuals and firms ineligible to participate in Federal procurement and non-procurement programs, maintained by the United States General Services Administration. In addition, at least once annually, Medtronic screens all employees against the "excluded list" and the EPLS. Effective November 2005, no applicant is hired who is on either the "excluded list" or in the EPLS. Effective November 2006, Medtronic terminates the employment of any current employee who is found to be in either system. As a public company, Medtronic is required on an annual basis to make a disclosure to the United States Securities and Exchange Commission regarding any director, person nominated to become a director or executive officer who was, during the preceding five years, convicted in a criminal proceeding or the named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses). Medtronic makes inquiry of each such persons on an annual basis and has not, during the previous five years, made any disclosure responsive to this requirement. Medtronic's most recent quarterly report on Form 10-Q or annual report on Form 10-K disclosed material pending legal proceedings as of that date, including material legal proceedings known to be contemplated by governmental authorities.

13. ACCESS TO RECORDS. During the Term of this Agreement, plus 4 years after the Term, both parties will comply with all applicable requirements of 42 CFR Section 420.302, including without limitation: (i) retaining required documents, and (ii) giving the US Comptroller General, HHS, and their duly authorized representatives access to its contract, books, documents, and records related to the sale under this Agreement and those of any organizations related to the parties.

14. ASSIGNMENT. Except for assignment to an affiliate, neither party may assign its rights, obligations, or duties under this Agreement to any third-party without the prior written consent of the other party. Medtronic shall provide written notice to Customer at least 30 days prior to its assignment of this Agreement to an affiliate.

15. ENTIRE AGREEMENT / MODIFICATIONS / WAIVER. This Agreement, including the contract cover sheet, exhibits and schedules hereto, sets forth the entire agreement and understanding between the parties, and supersedes all prior agreements, understandings and discussions, regarding the subject matter hereof. This Agreement may be amended, changed, or modified only by mutual written agreement of the parties. This Agreement may not be amended by an agreement required by Customer for Medtronic's representatives to gain access to Customer's facility. No waiver of a breach by a party will be a waiver of any subsequent breach.

16. FORCE MAJEURE. In any event, neither party shall be liable to the other party in respect of any delay or failure to perform that result from any event of cause that is beyond the reasonable control of the party obligated to perform.

17. AUTHORITY. The parties represent that they have the authority to enter into this Agreement. The parties further represent that the terms of this Agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.

18. NOTICES. All notices that may be required by this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested or delivered personally to Medtronic and Customer at the address set forth as follows:

To Medtronic:
Medtronic – Neuroscience
Attn: Legal Dept. - Sales Contracting
2600 Sofamor Danek Drive
Memphis, TN 38132

With a copy to:
Medtronic – Neuroscience
Attn: Kyle Sherwin - RTG Contracts Director
7000 Central Avenue NE

Minneapolis, MN 55432

To Customer:

San Bernardino County
Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn : Hospital Director

19. TERMS AND CONDITIONS SPECIFIC TO TISSUE PRODUCTS DISTRIBUTED BY SPINALGRAFT TECHNOLOGIES, LLC (IF APPLICABLE).

19.1 General Warning and Limited Warranty. In addition to Section 5, SGT warrants to Customer only that the Tissue Products supplied to Customer have been recovered, processed, manufactured and distributed in

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substantial compliance with all federal and state requirements, including 21 C.F.R. Parts 1270 and 1271, as applicable, and in conformance with current industry practice. Customer acknowledges that these products are derived from human tissue and that neither SGT nor Medtronic can warrant them as free of disease or infectious agents. Customer acknowledges that there are inherent disease risks in the use of human tissue for implantation, transplantation or other transfer into a human recipient, including the risk of latent or emerging infectious agents for which no validated test is yet approved or recognized, and the risk of false negative infectious disease test results. Customer acknowledges that these types of inherent risks cannot be eliminated despite the application of stringent and substantially compliant recovery, manufacturing and distribution controls by SGT, as required by applicable federal and state law and in conformance with current industry practice. Customer acknowledges that inherent disease risks exist with all Tissue Products supplied by SGT or Medtronic, and agrees that neither SGT nor Medtronic shall be liable for any injuries, damages or death resulting in whole or in part from the implantation, transplantation or other transfer of Tissue Products into human recipients. Customer further acknowledges that Tissue Products are derived from donated human cadavers, and that natural variability exists in the consistency and quality of the source material despite the use of appropriate screening and testing methods. Accordingly, neither SGT nor Medtronic makes any warranty as to the strength, durability or similar characteristics of any Tissue Product, and neither SGT nor Medtronic makes any warranty as to the suitability of any Tissue Product for medical or surgical use. Except for the foregoing express warranties, Medtronic and SGT hereby disclaim any and all warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

19.2 Return Policy for Human Tissue. The following specific requirements apply as related to the return of human tissue ("Allografts"):

19.2.1 Frozen Allografts. Frozen Allografts are temperature sensitive and must be stored under tightly controlled conditions. SGT has no method of verifying the storage conditions for frozen Allografts once it leaves SGT's control. Accordingly, FROZEN ALLOGRAFTS MAY NOT BE RETURNED UNDER ANY CIRCUMSTANCES, AND NO CREDITS OR REFUNDS WILL BE PROVIDED FOR FROZEN ALLOGRAFTS ONCE SHIPPED FROM SGT TO THE CUSTOMER.

19.2.2 Freeze-dried (lyophilized) Allografts.

19.2.2.1 Freeze-dried Allografts may be returned within forty-five (45) calendar days of invoice date provided that: (1) the Allograft is unopened in its original packaging and has not been altered in any manner (the pouch and pouch seals must be intact); and (2) the Allograft has at least thirty (30) days remaining prior to its expiration date.

19.2.2.2 All identifying paperwork must be enclosed with each returned Allograft, including the unused Tissue Utilization Record (included with the Allograft). All labels must be intact without any writing, highlighting or other marking on them.

19.2.2.3 Custom Allografts may not be returned under any circumstances.

19.2.3 Field Procedures.

19.2.3.1 All return authorization requests for freeze-dried Allografts require **tissue ID number(s)** and a detailed explanation of the reason for the return or complaint. A RGA# and credit will not be issued without this information.

19.2.3.2 The following **must be marked on the outside** of the package before shipment to SGT: RGA# and the description "HUMAN TISSUE - PLEASE HANDLE WITH CARE."

19.2.3.3 Reference the RGA# on the Airway Bill (AWB) and on the inside of the box.

19.2.3.4 Returns must be received by SGT within 10 business days of issuance of the RGA#. After 10 days, the RGA# will be cancelled, the return will not be accepted and credit will not be issued.

20. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed according to the laws of the State of California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be in the State of California. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the State of California.

21. LICENSES, PERMITS, AND/OR CERTIFICATIONS. Medtronic shall ensure that it has all applicable licenses, permits and/or certifications required by Federal, State, Customer, and municipal laws, ordinances, rules and regulations. Medtronic shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Medtronic will notify Customer immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

22. IMPROPER INFLUENCE/CONSIDERATION. Medtronic shall make all reasonable efforts to ensure that no Customer officer or employee, whose position in the Customer enables him/her to influence any award of this Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Agreement. Medtronic shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Customer in an attempt to secure favorable treatment regarding this Agreement.

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The Customer, by written notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Customer with respect to the proposal and award process. Medtronic shall immediately report any attempt by a Customer officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Medtronic. The report shall be made to the supervisor or manager charged with supervision of the employee or the San Benardino County Administrative Office. In the event of a termination under this provision, Customer is entitled to pursue any available legal remedies.

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EXHIBIT B

MEDTRONIC ADDITIONAL TERMS

SHIPPING/FREIGHT:

1. All Medtronic products will ship **FOB Shipping Point** (Medtronic's facility). Medtronic will retain title and risk of loss until delivery to the carrier.
2. Medtronic will ship all **standard orders** [2-3 business days] via delivery by a national carrier of Medtronic's choice. Freight charges for these shipments will be paid by Medtronic.
3. Medtronic will ship all orders requiring **priority or expedited delivery** [next day/courier/Saturday delivery] via delivery by a national carrier of Medtronic's choice. Freight charges for these shipments will be prepaid by Medtronic and added to Customer's invoices. Customer agrees to reimburse Medtronic fully for such priority or expedited delivery charges.

RETURN OF GOODS POLICY:

All returns of Medtronic products for replacement or credit that were shipped in error; were defective or damaged upon receipt; were delivered after the expiration date for the product; or have been specifically authorized for return by Medtronic, will be processed in accordance with the requirements stated herein ("Return of Goods Policy").

1. Unless damaged or defective upon receipt by Customer, all implants, instruments, disposables and related accessories returned to Medtronic ("Returned Products") for replacement or credit must be in saleable condition, defined as follows:
    a. unopened (no damage to sterile seal);
    b. unmarked;
    c. undamaged;
    d. temperature controls uncompromised (for select temperature sensitive products eligible for return); and
    e. in original packaging.

2. All Returned Products must include a Returned Goods Authorization ("RGA") number. Customer must contact the respective Medtronic Customer Service department in order to request such RGA number. The following information will be required for the assignment of the RGA number:
    a. Reason for the Return
    b. Item/Product Number
    c. Quantity of Returned Products
    d. Original Purchase Invoice Number
    e. Date of Invoice
    f. Purchase Order Number
    g. Lot Number (if applicable)
    h. Serial Number (if applicable)

3. All Returned Product requests must be initiated with Medtronic Customer Service within ninety (90) days following the date of invoice for the Returned Product.

4. A prepaid shipping label will be provided via email to Customer upon issuance of the RGA #. All returns must include the RGA # to ensure the applicable credit is applied to the respective return product order. If a Returned Product does not have a RGA #, a credit cannot be processed.

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5. All RGA #s and prepaid shipping labels not used within sixty (60) days of issuance will be deemed cancelled and null and void. The Customer must contact Medtronic Customer Service for issuance of a new RGA # and prepaid shipping label, provided the product is still eligible for return.

6. The following items are not eligible for return:
    a. select temperature sensitive products;
    b. capital equipment;
    c. special/custom orders;
    d. bulk purchased products;
    e. software and/or digital items;
    f. discontinued products;
    g. expired products or products having less than 120 days shelf life before expiration;
    h. Medtronic products that were not purchased directly from Medtronic or Medtronic's authorized distributor/representative; or
    i. products with no RGA #.

7. **Restocking Fee.** Except products that were shipped in error, were defective or damaged upon receipt, or were delivered after the expiration date for the product, all Returned Products are subject to a restocking fee of 20% of the purchase price of the Returned Product with $300.00 as a maximum restocking fee charge per selling unit of measure for Medtronic's Restorative Therapies Group and Cardiovascular Group.

8. **Repacking Fee.** Except products that were shipped in error, were defective or damaged upon receipt, or were delivered after the expiration date for the product, all Returned Products are subject to a repacking fee of $75.00 (in addition to the restocking fee), if the Returned Products are part of a 'repack program' and are not in saleable condition as described below (not inclusive):
    a. opened (damage to sterile seal);
    b. marked;
    c. damaged;
    d. temperature controls compromised (for select temperature sensitive products eligible for return); and
    e. not in original packaging.

9. **Damaged in Transit/Shipped in Error/Shortages/Overages**.
    a. **Damaged in Transit/Shipped in Error.** In the event damage or breakage that occurred during or resulting from Medtronic's packing and / or loading is noted upon arrival at Customer's location, the Customer should do the following or no credit will be allowed:
        i. Accept the Products delivered by the carrier and note the visible damage or breakage on the carrier's delivery documents and have the carrier sign the document.
        ii. Within forty-eight (48) hours of receipt from the carrier, promptly notify Medtronic's Customer Service Department of the damage or breakage.

    b. **Shortages**. To ensure appropriate credit is issued in the event a shortage occurs in transit, Customers should accept all Products delivered by carrier, note visible shortages on the carrier's delivery documents and contact Medtronic Customer Service.
        i. Medtronic will make arrangements for a replacement shipment, if requested by Customer.
        ii. Medtronic will investigate shortage claims by reviewing carrier Proof of Delivery, pallet architecture (for pallet shipments) and distribution center product cycle count.
        iii. Medtronic will issue a credit for shortages if Medtronic concludes the shortage is validated and subject to the following conditions:
            1. Shortages must be reported to the Medtronic Customer Service Department within five (5) business days of receipt. This applies to dropped trailers, live unload palletized and small package shipments, and includes shortages within an over-packed corrugate. Note, Customer must sign for number of pallets received.

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2. Shortages within full cases should be reported to Medtronic Customer Service immediately when encountered.

c. **Overages**. To ensure appropriate processing (billing or return authorization) is completed in the event an overage occurs in transit, Customers should accept all Products delivered by carrier, note visible overage on the carrier's delivery document and report the overage to Medtronic Customer Service.
   i. Medtronic will make arrangements for a carrier to pick up the over-shipped Product within a reasonable timeframe.
   ii. Medtronic will issue an invoice for over-shipped Product at Customer request.
   iii. Overages must be reported to the Medtronic Customer Service Department within five (5) business days of delivery. This applies to dropped trailers, live unload palletized and small shipments and includes overages within an over-packed corrugate.

10. **Concealed Damage**. Concealed damage or breakage which occurred during or resulting from Medtronic's packing or loading of Products must be reported within five (5) business days of delivery. Customer must notify Medtronic Customer Service of the following concealed damage or breakage:
    a. Over-packs (e.g., multiple SKUs in a master case); or,
    b. Damage or breakage concealed within palletized shipments.

11. **Defective/Mislabeled Products**. The Customer must report receipt of any defective/mislabeled product to Medtronic Customer Service within twenty-four (24) hours of discovery, providing the following information:
    a. Customer name and address;
    b. Customer contact and phone number;
    c. Product number and description
    d. Lot number, if applicable
    e. Nature of problem and quantity involved

    Medtronic will investigate the potential defect/mislabeling and will notify the Customer of any action to be taken. Determination of a product defect or mislabeling will be reasonably made by Medtronic.

12. The authorization to accept any Returned Product, and provide a replacement or credit for such return, will be granted in Medtronic's reasonable discretion and except as otherwise stated in this Returns of Good policy, Medtronic reserves the right to refuse the return of any Medtronic product.