



**ALIGN TECHNOLOGY LTD. OR ITS AFFILIATES - STANDARD TERMS AND CONDITIONS OF PURCHASE FOR  
ALIGN INTRAORAL SCANNING BUSINESS**

1. **COMPLETE AGREEMENT.** These terms and conditions ("Terms and Conditions") contain Align Technology Ltd. (an Israeli company with an address at 3 Ariel Sharon Blvd., Or Yehuda, Israel) or any of its affiliates (in each case, severally, "Align") standard terms and conditions for the purchase of goods or services relating to Align's intraoral scanning business. For purposes of these Terms and Conditions, the seller and/or supplier (interchangeably, the "Seller" or the "Supplier") is the party identified in the Align purchase order to which these Terms and Conditions are attached or incorporated by reference in such purchase order ("P.O."). Additional terms may be set forth in the P.O. (including, but not limited to, shipment of product, provision of services). The parties acknowledge and agree the P.O. and these Terms and Conditions sets forth the entire agreement and understanding between the parties, and no other additional or different terms or documents proposed by Seller, including Seller's proposal, quotation, invoice, acknowledgement form or acceptance of the P.O., or other written or oral communication, will be a part of the P.O. or these Terms and Conditions and are hereby expressly rejected, unless specifically agreed to in writing by Align. Notwithstanding the foregoing, in the event of a fully executed definitive agreement between the Seller and Align which is currently in effect ("Definitive Agreement") and which covers the sale of the goods and/or services covered in these Terms and Conditions and the P.O., the terms of the Definitive Agreement shall govern and control in the event of any conflict between the Definitive Agreement and these Terms and Conditions and/or the P.O.
2. **PRICE.** Align's submission of the P.O. constitutes an acceptance by the Seller of these Terms and Conditions and a warranty by the Seller that the prices charged for the goods and/or services ordered under the P.O. will not exceed the prices referenced in the P.O. Align will only pay for the quantities ordered and/or services rendered pursuant to the terms of the P.O. and these Terms and Conditions. Seller shall not commence any services or provide any goods without receiving from Align a valid P.O. accompanied by these Terms and Conditions.
3. **DELIVERABLES.** Unless agreed otherwise in writing by the parties: (i) all deliverables and the methodologies used to create the goods and/or services; (ii) all other inventions, discoveries, concepts, ideas and/or improvements created, conceived or developed by Align, Seller or any third party and (iii) all Intellectual Property rights (as defined below) relating to such goods and/or services under these Terms and Conditions or the corresponding P.O., and (iv) any Align paid for tooling used by Seller, or a third party on Seller's behalf, in manufacturing, producing or creating the goods and/or services, or in order to fulfill Seller's obligations hereunder or used by Align (collectively the "Deliverables") shall be, upon creation: (i) the property of Align and may not be modified without the written consent of Align, (ii) vest all title and interest in Align and (iii) deemed to be "works made for hire" under any applicable copyright laws. Seller agrees to reasonably cooperate, including executing any documents and assisting Align as requested, in order to ensure Align's foregoing rights in the Deliverables.
4. **CHANGES.** Seller shall not implement any change to the goods and/or services described in the P.O. or these Terms and Conditions without the prior written consent of Align in its sole discretion.
5. **PACKAGING AND DELIVERY.** If the P.O. is for the purchase of goods, in addition to the requirements of any Quality Agreement between Seller and Align, Seller will package all goods in an economical manner: (a) in accordance with good commercial practices, (b) acceptable to common carriers for shipment, (c) in accordance with applicable regulatory requirements, and (d) adequate packaging to ensure safe and undamaged arrival of the goods at the named destination in the P.O. Each shipment must include a packing list referencing Align's P.O. number, Align's part number (if applicable), quantity, and description of goods. The exterior packaging must include a label with Align's P.O. number, Align's part number, Align's revision number and lot number (if applicable), and quantity in each box. The order is due at the named designation in the P.O. on the Request Date. Align may order changes to the P.O., including but not limited to, a change to the Request Date or a change to the method or location for shipment, without any liability to Align, provided such change is communicated in writing to Seller prior to any shipment Supplier shall ship items with all required documents according to Align's specifications. These documents are the Supplier's official declaration that the items were inspected, measured, tested and confirmed to meet their specifications (COC/COT). CoC shall clearly state supply revision.
6. **DELIVERY AND RISK OF LOSS.** It is understood that TIME IS OF THE ESSENCE for the P.O. and these Terms and Conditions. The goods ordered hereunder will be delivered via the carrier and the process pre-approved by Align in writing, and if no destination or delivery standards are set forth in the P.O., then delivery of the goods shall be DDP (Incoterms 2020), Align's designated facility or other destination pre-approved by Align in writing. Notwithstanding the foregoing, title passes to Align upon delivery to the designated facility set forth by Align in the P.O. together with signed receipt by Align's employee or designated representative at the delivery site. Seller is solely responsible for properly completing the packaging slips and/or bill of lading, which must also reference Align's P.O. number, part number, Seller name, name of the carrier, and tracking number in addition to any other regulatory requirements.
7. **INSPECTION AND ACCEPTANCE.** All goods and/or services are subject to inspection and acceptance at Align's designated facility within a reasonable time after delivery of goods or completion of services. Seller represents that the goods or services shall be of the best professional quality in material, workmanship, design, construction and manufacture, and shall conform to Align's specifications. In the event any goods or services are defective (in material, workmanship, design, construction, or manufacture or do not meet Align's specifications under these Terms and Conditions, the P.O. or the Definitive Agreement, as applicable), ("Defective Product"), Align may, at its option: (i) reject the goods or services, and Seller must, at Seller's expense and at Align's option, promptly, but no later than 5 business days (a day on which the banks are open for business in Seller's location where the goods or services are made) replace or repair the rejected goods or services with new or repaired goods or services, (ii) return the Defective Product to Seller at Seller's expense and recover from Seller the price paid by Align for such Defective Product, (iii) correct the Defective Product on its own or through a third party and charge Seller with the cost of such correction (iv) immediately cancel the P.O. without liability to Align and receive a full refund for any payments made by Align in connection with such P.O., the Definitive

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Agreement, or these Terms and Conditions, or (v) modify the P.O. to delete the Defective Product and adjust pricing accordingly. Notwithstanding the foregoing, in the event of any Defective Product, Align has the right to additional compensation from Seller for any damages or additional costs incurred by Align as a result of such Defective Product.

8. **WARRANTY.** Seller warrants and represents for a period of at least one year (or longer as specified in the P.O.) from the date of Align acceptance at Align's designated facility that all goods and/or services delivered (i) will be free from defects in workmanship, design, construction, material and manufacture (whether latent or patent), (ii) will comply with the requirements of the P.O., these Terms and Conditions, and the Definitive Agreement;(iii) will comply with specifications, composition, formulation, component specifications, software specifications and/or other instructions provided or agreed by Align, (iv) will be free from any liability, including but not limited to, a royalty, mechanics' lien or other encumbrance, and (v) the goods and/or services do not infringe upon any third party's Intellectual Property (as defined below). Seller warrants and represents that the goods and/or services provided under the P.O., these Terms and Conditions, or the Definitive Agreement will be delivered in a professional and workmanlike manner and will comply with all applicable laws and regulations. Without derogating from Seller's liabilities under these Terms and Conditions and the Definitive Agreement, Seller warrants that it has the legal right to and shall pass through to Align all warranties it receives from any subcomponent supplier which are included within the goods and/or services delivered to Align. Seller further warrants that all warranties described hereunder from Seller and/or such subcomponent supplier run to the benefit of Align and its customers. Seller warrants and represents to Align that (i) Align shall acquire good and clear title to the goods and/or services, free and clear of all liens and encumbrances, (ii) all materials or goods and/or services, or any part thereof, are either owned or properly licensed by Seller or are in the public domain and (iii) Seller has the full power to enter into this Agreement and carry out its obligations hereunder.
9. **OWNERSHIP.** Align exclusively owns Align Confidential Information (as defined below), Align Intellectual Property, and Align tooling, and the Deliverables in accordance with Section 3. Without derogating from the foregoing, Align shall exclusively own, upon payment of all undisputed invoices by Align, all goods or services provided by Seller pursuant to this P.O.
10. **TERMINATION.** The parties agree that this Agreement and the P.O. may be terminated as follows:
  - o Termination Prior to Delivery. Align reserves the right to cancel the P.O., in whole or in part, and without liability at any time prior to delivery of the goods and/or services ordered.
  - o Termination for Default. Without derogating from Align's other rights hereunder, in the event of Seller's default or breach of these Terms and Conditions, Align may terminate these Terms and Conditions and the relevant P.O. without liability upon written notice to Seller.
  - o Procedures Upon Termination. Upon termination, Seller will, upon Align's direction and at the times as specified in writing by Align, stop work under the terminated portion of the P.O., place no further orders for materials or services under the terminated portion of the P.O., settle (with Align's prior approval) any third party claims relating to the goods and/or services (including payment owed to third party sub-contractors), safeguard property related to the goods and/or services, transfer title and make delivery to Align of all Deliverables and/or work in process relating to the goods and/or services under the terminated portion of the P.O., deliver materials acquired for performance of the P.O., and preserve records documentation, and other materials relating to the goods and/or services for the time period required by Align. In the event of termination for default, Seller shall pay all costs relating to the foregoing. Seller shall at all times proceed with any portion of P.O. that has not been terminated.
  - o Payment Upon Termination. Payment for completed goods and/or services delivered to and accepted by Align under this Section will be in accordance with the pricing set forth in the relevant P.O. Seller must promptly submit any outstanding invoices for goods and/or services upon termination. Align will not have any liability whatsoever as to any goods or services not invoiced and presented to Align within forty-five (45) days of the termination date.
11. **PAYMENT TERMS AND INVOICE.** Align shall be under no obligation to pay Seller any sums unless a properly approved P.O. by Align, including with these accompanying Terms and Conditions, has been submitted by Align to Seller. Seller shall submit an invoice to Align no later than sixty (60) days following acceptance by Align in writing of goods and/or services. Align agrees to pay Seller all undisputed amounts as set forth in the P.O. in the currency as agreed upon the parties and as set forth in the P.O., within the current month + sixty (60) days from Align's receipt of an undisputed and proper invoice for the relevant goods and/or services which have been accepted by Align in accordance with this Section. Seller's invoice(s) must include the Supplier Name, Address, Invoice Number, Invoice Date, Purchase Order Number, Quantity, Unit Price and Extended Price, Description/Item Number, and ship to address. Align's payment of an invoice will not constitute acceptance of goods and/or services. Invoices shall be subject to review for errors, shortages, defects, or other related failure of Seller to meet the requirements of a P.O., and in the event of any of the foregoing defects, Align shall notify Seller, and Seller shall resubmit a corrected invoice in accordance with Align's written instructions.
12. **PAYMENT.** The parties agree that all payments due and owing under this Agreement shall be made as agreed by the parties in writing. Seller agrees that it is solely responsible for paying any taxes, shipping, handling customs clearance and similar fees and statutory contributions relating to Seller's receipt of fees under these Terms and Conditions.
13. **WAIVER; REMEDIES.** The failure of Align to require performance of any provision under this Agreement or the P.O. will not affect in any way the full right to require such performance at any time thereafter. The remedies stated herein are in addition to all other remedies at law or in equity. The parties agree that, in certain situations, monetary relief may not be a sufficient remedy, and a party may seek injunctive or other equitable relief in the event of a breach by one party of any terms relating to confidentiality or intellectual property rights in these Terms and Conditions.
14. **INDEMNIFICATION.** Seller agrees to indemnify Align, its employees, directors, shareholders, agents, customers, successors and assigns (collectively, "Indemnitees") against any loss, damage, or other liability (including reasonable attorney or expert costs and expenses) incurred by any Indemnitee(s) (collectively, "Damages") which arise from or are attributable to any claims relating to: (i) infringement of any patent, copyright,

trademark or other intellectual property right (“Intellectual Property”) arising from or connected with the goods and/or services; (ii) personal injury or injury to property; (iii) breach of any confidentiality provisions relating to Align’s Confidential Information; (iv) product liability claims arising from or connected with the goods and/or services; and (v) a breach by Seller of its obligations hereunder; provided, however, that Align must promptly notify Seller of the claim and allow Seller control over the defense and settlement of the claim with counsel reasonably satisfactory to Align. Align, at its own expense, may participate in the defense of any such claim with counsel of its own choice. Seller may not settle or compromise any claim in a manner that imposes any material restrictions, payment obligations, imputes liability to, or imposes any other obligations on Align without Align’s prior written consent.

- 15. LIMITATION OF LIABILITY.** EXCEPT FOR PAYMENT FOR GOODS AND/OR SERVICES DELIVERED AND ACCEPTED BY ALIGN, IN NO EVENT WILL ALIGN’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF THIS AGREEMENT OR THE P.O. UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) EXCEED THE AMOUNTS OWING BY ALIGN UNDER THE APPLICABLE P.O., WHETHER OR NOT THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE THE EXISTENCE OF ONE OR MORE CLAIMS SHALL NOT EXPAND SUCH LIMIT. IN NO EVENT SHALL ALIGN HAVE ANY LIABILITY TO SELLER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF DATA, LOSS OF USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY OR OTHERWISE) WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 16. CONFIDENTIAL INFORMATION & OWNERSHIP.** “Confidential Information” means all tangible and intangible information disclosed by or on behalf of Align or otherwise made available or accessible whether intentionally or inadvertently regardless of the manner or medium of disclosure or access that is described as proprietary or confidential or considered as confidential or proprietary by Align and relates to Align or its affiliates and shall include but is not limited to: this Agreement, the P.O., Intellectual Property, specifications, drawings, samples, ideas, concepts, prototypes, materials and equipment, capacities, inventions, manufacturing processes, pricing and financial information, business plans, marketing and development plans, and products. Align owns all Deliverables, Intellectual Property, Confidential Information, work product and results developed or created by Seller under this Agreement whether such development occurs with or without contribution by Align.
- 17. ASSIGNMENTS.** No right or obligation under this Agreement and/or the P.O. may be assigned by Seller without Align’s prior written consent, and any attempted assignment without such consent will be null and void. Align may assign the P.O. at any time to any party which assumes Align’s obligations hereunder.
- 18. SUPPLIER REVIEW OF PURCHASE ORDERS.** Upon Seller’s receipt of a P.O. from Align, Seller shall confirm to Align within five (5) business days after receipt thereof, a firm delivery date for the goods and/or services ordered. Seller shall meet such timeline commitment. Seller shall use commercially reasonable efforts to accommodate any expedited orders. In the event of any anticipated delay or inability to fulfill a P.O., Seller shall provide Align with immediate written notice, and Align shall then have the right, without penalty or payment or any other obligations, to cancel such outstanding P.O./s or any part thereof as a result of such delay or Seller’s inability to fulfill the P.O.
- 19. COMPLIANCE WITH LAW.** Seller represents and warrants to Align that it shall, at all times, comply with all applicable laws and regulations, including data privacy laws, import/export, and anti-bribery laws.
- 20. NO THIRD PARTY BENEFICIARIES.** No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Align and Supplier any rights, remedies or other benefits under or by reason of this Agreement.
- 21. NOTICES.** All written notices required by this Agreement must be delivered to the addresses set forth above by a means evidenced by a delivery receipt and will be effective: (i) if by courier, upon delivery; (ii) if by registered mail, upon delivery; or (iii) if by post, 5 calendar days after transmitting by post. Notices to each party shall be addressed to the attention of its Legal Counsel.
- 22. GOVERNING LAW AND JURISDICTION.** The validity, interpretation, enforceability, and performance of these Terms and Conditions and/or the P.O. will be governed by and construed substantively and procedurally (by excluding expressly the applicability of UCITA, or by the United Nations Convention on Contracts for the International Sale of Goods) as follows:

REGIONAL TRANSACTION WHERE SERVICE OR GOOD IS PROVIDED:	APPLICABLE GOVERNING LAW:	EXCLUSIVE JURISDICTION
United States, Canada or any other location not named	State of New York	State and/or Federal courts in New York, New York
EMEA, except for as specified below for Israel, Turkey, Russia and UAE	Switzerland	Exclusive jurisdiction of the courts of the city of Zurich, Switzerland.

Israel	Israel	Competent courts of Tel-Aviv, Israel
Turkey	Turkey	Exclusive jurisdiction of the courts of the city of Istanbul, Turkey.
Russia	Russia	Arbitration Court of the Moscow City
UAE	UAE	Competent court in Dubai, UAE
Brazil, Mexico, Argentina, Costa Rica, Colombia, Chile	California unless all parties are from the same country, in which case the law from that country governs, e.g., law of Brazil if all parties located in Brazil.	Court of competent jurisdiction of the relevant country: Brazil – São Paulo Mexico – Mexico City Argentina – Buenos Aires Costa Rica – San Jose Colombia – Bogotá Chile – Santiago
The Peoples' Republic of China	People's Republic of China	Court located at the registration place of Align Entity which sells the Product and/or Service Plan hereunder
Hong Kong	Hong Kong	Courts of Hong Kong
Taiwan	Taiwan	Taiwan Taipei District Court
Japan	Japan	Tokyo District Court
ASEAN, Republic of Korea, Bangladesh, Nepal, India, Sri Lanka or any other Asia Pacific location not named	Singapore	Any dispute will be resolved by final and binding arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") by a panel of three arbitrators. The place of arbitration shall be Singapore and the language of arbitration shall be English.
Australia, New Zealand	New South Wales, Australia	Competent courts of New South Wales, Australia.

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For arbitration proceedings, all disputes will be resolved in English unless otherwise agreed to by the parties. Notwithstanding the foregoing, Align may seek injunctive relief for any reason and at any time in any court of competent jurisdiction

**23. NOTICES.** Any notice or other communication to be provided hereunder must be evidenced by a delivery receipt and will be effective upon receipt.

**24. INSURANCE.** Seller must procure and maintain, at its sole expense, a policy or policies of insurance at levels sufficient to support its obligations under these Terms and Conditions and the P.O., and Seller shall promptly notify Align of any change, cancellation, or non-renewal of the insurance. Upon request by Align, Seller shall provide a Certificate of Insurance or other evidence satisfactory to Align.

**25. QUALITY CLAUSES.**

Shipping & Packaging:

1. Supplier shall maintain a first in, first out ("FIFO") inventory control system to ensure that nonconforming goods or prior supply versions are not inadvertently shipped to Align.
2. Supplier shall comply with all applicable recommendations or requirements of any customs or border control agencies with respect to goods and/or services to be imported into or exported from any jurisdiction.
3. All electro-static sensitive devices (ESD) shall be properly packaged to provide protection from electrostatic discharge. All ESD sensitive goods shall be clearly identified with an ESD warning on each tray, tube, or tape and reel within the shipment.
4. Supply packaging shall not negatively influence supply quality or include any impurities.
5. Moisture Sensitive Devices as identified by Supplier shall be labeled and packaged per the following:
6. ESD sensitive items shall be packed in a sealed static shielding bag with desiccant bags inside
7. All goods shall, where possible, be labeled with both human readable and bar code (code 39) at the lowest level of packaging (reel, tube, bagged tray) and shall contain the following at a minimum:
  - A. Align Part Number
  - B. Supplier Name
  - C. Supplier's Part Number
  - D. Manufacture Name
  - E. Manufacture Part Number
  - F. Product Description
  - G. Manufacturing Date and Lot Code
  - H. Align Purchase Order Number
  - I. Quantity contained in individual reel, tube, tray, or other acceptable packaging

Traceability: Supplier shall keep traceability by either lot or date code or where appropriate, a serial number for purpose of tracing any suspect shipment containing problems

Records: Supplier shall keep complete records that provide evidence of conformity to all requirements of the quality management system (QMS). Records shall be maintained in a manner that allows them to be readily retrievable and to prevent deterioration, damage or loss. Electronic approval and storage of records is readily available for traceability. Unless record retention, responsibilities are otherwise agreed with Align, Supplier shall maintain records for 15 years, or a time-period as required by applicable laws, rules or regulations, whichever is greater. Records shall be made available for inspection by Align, its representatives, any relevant regulatory authority such as a Notified Body or FDA, or a government authority.

Control of Specifications: Supplier shall control the distribution and use of all specifications and documents pertaining to the PO. To the extent there is a conflict between product specifications provided to Supplier by Align and the requirements herein, the product specifications shall govern.

Process Control: Supplier shall control processes that affect goods or service quality and performance, including but not limited to: approval of processes and process equipment including qualification and where appropriate, validation, monitoring and control of process parameters, including a documented control plan, if required, and compliance with all specified reference standards. Align reserves the right to review and approve Supplier's qualification/validation plans and reports.

Equipment Control, Maintenance and Calibration: Supplier shall have an established system in place to ensure process and test equipment is controlled, maintained, and calibrated at stated frequencies, to ensure it is suitable for its intended purpose and is capable of producing valid results. Goods potentially impacted by use of out of calibration equipment shall be treated as nonconforming product. Calibration standards shall be traceable to recognized national and/or international standards.

Control of Sub-tier Suppliers: Supplier shall maintain controls, commensurate with risk, for the quality of all goods and/or services procured in connection with the performance of work subject to the PO. Controls shall include, as applicable, the flow down of applicable Align requirements and ensuring action is taken when sub-tier performance is not acceptable.

Acceptance Activities:

1. Supplier shall maintain processes to ensure goods and/or services conform to Align requirements, including as appropriate, incoming, in-process and final acceptance activities. Records of acceptance activities shall be maintained. Records shall include the acceptance activity

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- performed, date performed, the results, the individual conducting the acceptance activity and the equipment used. Supplier shall provide a Certificate of Conformance and/or Analysis for each lot or batch of product shipped, or for the service provided.
2. All goods shall comply with RoHS III / REACH requirements.

Non-Conforming Products:

1. Where Supplier suspects that non-conforming goods may have been shipped to Align, Supplier shall immediately provide written notification to the Align global head of procurement, and the individual Align employee or representative that placed the purchase order for the supply.
2. When Supplier identifies non-conforming goods prior to shipment and wishes to obtain concession or deviation permission for its use, release or acceptance, Supplier shall immediately upon becoming aware of such deviation provide written request to the Align procurement contact and Align QA representative and obtain Align's final disposition of the non-conforming goods applicable to that purchase order.

Change Notification:

Supplier shall notify Align of all proposed changes that impact the form, fit, function, quality, reliability or status of the Supplies with regard to environmental legislation such as (by way of example and not limitation) the EU Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in Electrical and Electronic Equipment. Changes shall be accompanied with an Excel file listing those affected part numbers. The types of changes, as an example, requiring notification include, but are not limited to: (i) changes in components of the goods (die shrink, etc.); (ii) reduced inspection and/or testing; (iii) manufacture site changes; (iv) changes in packing, shipping and labeling of goods or containers; (v) discontinuance of the supply of goods and/or services; or (vi) changes in Supplier or manufacturer part number or name.