

Sales Contract

Stryker Corporation , a Michigan Corporation with offices at 5300 Region Court, Lakeland, FL 33815 agrees to sell through its agent, Kincaid Auction Realty LLC to:

(buyer/customer name and address)

And buyer/ customer agrees to buy from Stryker, product (s) listed below in accordance with this contract. Stryker and buyer/customer may hereinafter be referred to individually as “Party” or collectively as “Parties”.

Contract Term:

Effective Date: March 27, 2020

Product description	Price
Delivery Terms:	Stryker will load product on buyers truck or designated commercial carrier free of charge within 10 days of the effective date by appointment arranged in advance
Pick up Location:	3125 Drane Field Rd. Lakeland, FL 33811
Payment terms:	By close of business May 31, 2020 along with buyers fees, and applicable Florida Sales tax to Kincaid Auction Realty LLC
Notices under this contract shall be given to the following parties: Kincaid Auction Realty LLC, 4745 US Hwy 92 E., Lakeland, FL 33801 Stryker Corporation, 2825 Airview Blvd, Portage, MI 49002	

Terms of sale outlined on following two pages

ADDITIONAL TERMS AND CONDITIONS

1. STRYKER'S COMMITMENTS

- Warranties. Stryker warrants that the Product will be free from any lawful lien or encumbrance.

- **EXCLUSION OF ALL OTHER WARRANTIES**

THE PRODUCT IS SOLD "AS IS" AND THE WARRANTY IN SECTION 1.a) ABOVE IS STRYKER'S SOLE AND EXCLUSIVE WARRANTY RESPECTING PRODUCT INCLUDING WITHOUT LIMITATION PRODUCT QUALITY AND PERFORMANCE, AND IS MADE EXPRESSLY IN LIEU OF AND EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES PROVIDED BY STATUTE, COMMON LAW OR OTHERWISE.

2. CUSTOMER'S COMMITMENTS

- a) Payments/Credit. Customer will pay for the Product on the agreed terms. Customer agrees to pay all of Stryker's collection costs including reasonable legal fees and costs. Stryker may charge Customer the maximum interest allowed by law on all overdue amounts.
- b) Taxes. Customer will pay all taxes and duties, except income taxes, that are increased or levied, now or in the future, in connection with the manufacture, sale, transportation, use or disposal of the Product.
- c) Responsible Practices. Customer will (i) be solely responsible for determining the suitability of Product in Customer's applications prior to use; (ii) adopt and follow safe and appropriate handling, storage, transportation, use, treatment and disposal practices with respect to the Product, and the containers thereof, including such special care and practices as Customer's use of the Product requires including, without limitation, all such practices required by federal, state and local government statutes, rules, regulations or ordinances; (iii) provide appropriate warnings to, and instruct, its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, treatment, transportation and disposal of the Product, and the containers; and (iv) comply with applicable health, safety, security and environmental laws and take action necessary to avoid dangers to persons, property or the environment. Stryker may immediately suspend Product shipments and/or terminate this Contract on 15 days notice if Customer fails to comply with any of its commitments under this subsection.
- d) Inspection. Customer shall promptly, and in any event prior to use, inspect Products for any damage to packaging, shortage or non-conformance to this Contract.
- e) Indemnity. Customer will indemnify and hold Stryker harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Customer's noncompliance with any of its commitments under subsection c) and d) above.

3. LIMITATION OF LIABILITIES

- a) **NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS.**
- b) **CUSTOMER'S EXCLUSIVE REMEDY, AND STRYKER'S TOTAL LIABILITY, FOR ALL CLAIMS ARISING OUT OF THIS CONTRACT (INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY AND TORT) ARE LIMITED TO CUSTOMER HAVING THE OPTION OF REPLACEMENT OR REPAYMENT OF THE PURCHASE PRICE PAID FOR THE PRODUCT WHICH IS THE SUBJECT OF THE CLAIM(S).**
- c) **CUSTOMER ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OF THE PRODUCT SUPPLIED UNDER THIS CONTRACT.**

4. NOTICE OF CLAIMS

WITHIN 10 DAYS AFTER CUSTOMER LEARNS, OR SHOULD REASONABLY HAVE LEARNED, OF ANY CLAIM WITH RESPECT TO PRODUCT, CUSTOMER WILL INFORM STRYKER IN WRITING OF THE CLAIM OR THE CLAIM IS WAIVED.

5. GENERAL

- a. This document, together with its attachments and addenda, constitutes the complete and final agreement between Customer and Stryker regarding Product, and supersedes all prior understandings and agreements, whether written or oral, as to the subject matter herein. Stryker's agreement to enter into this Agreement is expressly contingent upon the unmodified acceptance of the terms and conditions herein and any additional or different terms provided by either Party in subsequent purchase orders, other documents (electronic or hardcopy) or on Stryker's, Customer's or third party Internet sites shall not be binding. This document may be modified only by a written amendment, expressly stated as such, signed by both Parties.
- b) The rights and obligations under Sections 2(e), 3, 4 and 5 will survive the cancellation, termination or expiration of this Contract.
 - a. The failure of a Party to exercise its rights on one occasion, including the obligation to supply Product, shall not be deemed to be a waiver of the right to exercise those rights in the future.
 - b. If any provision of this Contract is declared invalid by any court or government agency, all other provisions shall remain in full force and effect.
 - c. Each Party represents and warrants that it understands and shall comply with the requirements of the U.S. Foreign Corrupt Practices Act and all other applicable anti-bribery and anti-corruption laws of the jurisdictions under which each party is or may be acting hereunder.
 - d. This Contract will be governed by Michigan law without reference to its principles of conflict of laws. Additionally, Stryker and Customer hereby submit to the exclusive jurisdiction, for any lawsuit arising out this Contract, in a court of competent jurisdiction, State or Federal, located within the state of Michigan. The United Nations Convention on Contracts for the International Sale of Goods is excluded.
 - e. Each Party agrees to comply with all export laws of the United States and of any country having jurisdiction over Customer or the transactions contemplated by this Contract.
 - f. This Contract may be executed in any number of counterparts, each of which when so executed shall constitute an original, and all of which when taken together shall constitute one and the same original document.
 - g. The terms set forth in this document are not binding until signed below by each Party's authorized representatives.

[CUSTOMER FULL LEGAL NAME]	STRYKER CORPORATION
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

NOTE: This document is not binding on Stryker unless an original, signed by both Stryker and Customer, is received by Stryker no later than 30 days after the date signed by Stryker.