Schedule - 3: Custom Terms and Conditions

1. If the Agreement involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of $100,000 or more, and if Seller is a company with ten (10) or more employees, then Seller certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of the Agreement. In this Paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
2. As a Missouri public Corporation, Buyer is subject to constitutional and statutory limitations on its ability to enter into certain contractual terms and conditions, including but not limited to: those related to Buyer’s indemnification of other parties; confidentiality requirements; liability for other parties’ acts or omissions; disclaimers and limitations on other parties’ liability; liens on Buyer property; liquidated damages; waivers, disclaimers and limitations on legal rights and remedies; granting control of litigation or settlement to other parties; and payment of other parties’ attorney fees or court costs (collectively, “Limitations”). Terms and Conditions of the Agreement relating to the Limitations will only be binding on Buyer to the extent permitted by Missouri law and without waiving sovereign immunity.
3. **Wasted Implants - No Charge Policy**

The supplier agrees to provide a "No Charge" policy for any implants that are deemed wasted or unusable due to the following conditions:

* **Wasted Due to Sterilization or Packaging Failure**: Implants that become unusable due to defects in sterilization, packaging, or transportation shall not incur any costs to the buyer.
* **Unused Implants**: Any implants that are opened but not implanted during the surgical procedure, provided they are returned in compliance with the supplier’s standard return policy and within the prescribed time frame, shall not be charged to the buyer.
* **Defective Implants**: Implants identified as defective or not meeting quality standards prior to or during surgery shall be replaced at no cost to the buyer. Defective products must be reported to the supplier within the agreed-upon time frame to qualify for this provision.
1. **Return Process for Unused or Defective Implants**

The buyer agrees to adhere to the supplier's established procedures for the return of any unused or defective implants, including:

* Completing all necessary documentation as required by the supplier.
* Returning the implants in their original packaging, where applicable, and in accordance with any specific storage or handling requirements.
* Return requests must be submitted within **30 days** after the date of surgery to qualify for the "No Charge" provision.
1. **Restocking Fees**

No restocking fees will be applied for the return of unused, wasted, or defective implants that comply with the conditions outlined above.