



# Intuitive Surgical Operations, Inc. PURCHASE ORDER

PO NUMBER                    **4410332520**  
 DATE                           **03/02/26**  
 PAYMENT TERMS            **NT45**  
 SHIPPING TERMS  
 CURRENCY                    **USD**  
 CONTRACT  
 CONTACT                      **Paulina Diaz**  
                                       **PAULINA.DIAZ@INTUSURG.COM**

**Turnkey Packaging Solutions LLC**  
 3400 N Arizona Ave, Suite 110  
 Chandler, Arizona 85225  
 Attn: Christopher Berger  
 cberger@turnpack.com

**Ship To**  
 Intuitive Surgical Operations,  
 Inc.  
 RL Jones Customhouse  
 Broker  
 1778 Zinetta Rd, Suite A  
 Calexico, CA 92231  
 Attn: Intuitive/ Force  
 Feedback / Paulina Diaz

**Bill To**  
 Intuitive Surgical Operations,  
 Inc.  
 1020 Kifer Rd  
 Sunnyvale, CA 94086

Note: End User: President Venustiano  
 Carranza Road #1745 Colonia Calles  
 21226 Mexicali BC  
 Mexico  
 Location Code: B88-1 Attention to: Alejandro Aguila  
 Non-Taxable For Export

Line	Description	Need By Date	Qty	Unit	Price	Total
1	[PN25091637] Intuitive Instrument Fixture PN25091637	03/31/26	1	Each	3,560.7750	3,560.78
2	[PN25091638] Intuitive PCB Fixture PN25091638	03/31/26	2	Each	3,400.00	6,800.00
<b>10,360.78 USD</b>						

**Invoice Instructions:** We encourage you to enroll to the Coupa Supplier Portal (CSP) to easily manage invoice submission and payment status. If you are not enrolled in the CSP, please submit your invoices to [invoices@intuitive.coupausercontent.com](mailto:invoices@intuitive.coupausercontent.com). For AP Questions & Comments, please contact: [AP@intusurg.com](mailto:AP@intusurg.com)

### INTUITIVE SURGICAL PURCHASE ORDER TERMS

This Purchase Order ("Order") is an offer by the buyer, Intuitive Surgical, Inc., Intuitive Surgical Sàrl, Intuitive Surgical Operations, Inc. or one of their affiliates listed above (the entity making this offer being the "Purchaser"; the others being third party beneficiaries) to purchase goods and/or services from the seller listed above ("Supplier"). This transaction will be governed strictly on the terms and conditions stated herein ("Terms"), and all other terms and conditions, including those of any Supplier proposal, order form, statement of work or purchase order, are hereby excluded. Notwithstanding anything herein to the contrary, if a separate agreement ("Master Agreement") has been executed between Purchaser and Supplier, the terms of such Master Agreement shall prevail over these Terms, however the Intuitive Supplier Code of Conduct (sec. 11 below) shall be applicable regardless of the existence of a Master Agreement.

- 1. ACCEPTANCE OF THIS ORDER.** Performance by Supplier under this Order, including performance of services or purchase of any materials, etc. will be treated as legal acceptance by Supplier of both this Order and the terms and conditions contained herein. Such acceptance will apply regardless of whether this Order has itself been executed by Supplier. If Supplier does not accept this Order, Supplier must communicate its rejection in writing within three (3) business days of Order receipt or the Order will be deemed accepted. Purchaser may, at its option, cancel this Order without notice.
- 2. TITLE.** Unless otherwise set forth in a Master Agreement or stated herein by Purchaser, goods will be shipped FCA Purchaser's dock. In any event, risk of loss remains with Supplier until title passes to Purchaser. Passage of title under this provision does not limit Purchaser's full right of inspection or constitute final acceptance. If goods are returned by Purchaser to Supplier due to non-compliance with this Order, then title will pass to Supplier on delivery of all or the applicable part of the goods thereof being transferred to a carrier for return to Supplier.
- 3. PACKAGING.** All goods covered by this Order will be suitably packaged or otherwise prepared for shipment so as to secure the lowest transportation rates and to meet the carrier's requirements. No charges will be allowed for packaging or crating unless stated in this Order. Each container must be clearly marked to show quantity, contents, Supplier's name, and the number of this Order number. In addition, each container must be marked with the release Order number when requested by Purchaser.
- 4. CHANGES.** If the goods or services covered by this Order have changed between the issuance of this Order to Supplier and the last time such goods and services were purchased by Purchaser, or if the goods and services covered by this Order change or vary during the performance of this Order, Supplier agrees to notify Purchaser of any material changes or variations in the goods or services. Unless Supplier notifies Purchaser in writing, Supplier warrants that each good and service provided to Purchaser is identical in all material aspects.
- 5. PRICE:** The pricing on the Order reflects the pricing agreed by Supplier and Purchaser, and may not, without the prior written consent of Purchaser, exceed the last quotation received by Purchaser from Supplier. If Supplier does not reject the Order as set forth in Section 1 above, then delivery to Purchaser of goods and services set forth on the Order will be deemed acceptance of all such pricing.
- 6. RIGHT OF REJECTION.** Purchaser reserves the right to return to Supplier, at Supplier's expense, goods delivered or services performed hereunder that do not meet the terms of a Master Agreement, if any, or this Order. Purchaser may accept the portion of the goods or services delivered hereunder that conform and return/reject the balance to Supplier at Supplier's expense. In such event, Purchaser will pay only the proportionate amount of the total price stated herein that corresponds to the portion accepted regardless of whether such lesser quantity is ordinarily sold at higher price. Supplier shall promptly refund any prepaid fees to Purchaser for any nonconforming goods or services that were rejected by Purchaser, but any such refund shall in no case be later than net 30 days from receipt of notice of rejection.

**7. DELIVERY.** Time is of the essence for this Order, and Purchaser may reject goods and services not delivered or furnished on the dates or the manner herein specified. In addition, if any portion of Supplier's provision of goods and/or services requires Supplier to be on Purchaser's property, Supplier will comply with Purchaser's rules and procedures and take all necessary precautions to prevent any injury to persons or damage to any property.

**8. CONTINGENCIES.** If Purchaser fails to take one or more shipments or receive services hereunder because of fire, explosions, earthquake, war, flood, accident, interruption or delay in transportation, labor trouble, pandemic, epidemic, or any other circumstances of like or different character beyond Purchaser's reasonable control, or partial or complete suspension of operations, then, upon notice to Supplier, the total quantity of goods and/or services covered by this Order may be reduced by the extent of the omitted shipment(s) or the specified delivery period extended by a time equal to that during which shipment shall be so omitted.

**9. CANCELLATION, INSOLVENCY.** Unless otherwise set forth in a Master Agreement, Purchaser may cancel services or goods under this Order, in whole or in part, at any time on written notice. Cancellation will be without prejudice to any claims which one party may have against the other for services performed or materials/goods supplied up to the date of cancellation. Should Supplier itself or any of its affiliated companies file for bankruptcy, or if then Purchaser may terminate all or any part of this Order without penalty or required notice.

**10. INTELLECTUAL PROPERTY.** Unless otherwise agreed in a Master Agreement, in the case of customized or bespoke software created and developed by Supplier on a works-for-hire basis for Purchaser, Purchaser owns and retains all right, title, and interest in and to any patent, copyright, trade secret and/or trademark rights in all Supplier's work product, any intellectual property (including but not limited to right of priority) or technology that is conceived, created, or reduced to practice by either party jointly or separately in the course of the performance of this Order whether or not based on Purchaser Designs or Purchaser Items as defined in these Terms, and Supplier assigns any and all rights to such intellectual property or technology to Purchaser. For the avoidance of doubt, in the case of Suppliers that provide commercial off-the-shelf ("COTS") goods or software as a service (SaaS) cloud based solutions, the intellectual property remains with Supplier or its suppliers and does not transfer to Purchaser.

**10.1** In the case of COTS goods or software license grant purchases, and subject to the terms and conditions of a Master Agreement between the parties, if any, or alternatively this Order and its Terms, Supplier hereby grants Purchaser a worldwide, non-exclusive, irrevocable, perpetual, non-transferable and non-sublicensable, right and license to use such COTS goods or software on a royalty-free, fully paid-up and irrevocable basis during any then-current prepaid subscription term.

**10.2** In the case of SaaS solution use and access purchases, and subject to the terms and conditions of a Master Agreement between the parties, if any, or alternatively this Order and its Terms, Supplier grants Purchaser a non-exclusive, non-transferable, limited license (without the right to sublease or sublicense) to access and use the subject cloud-based subscription software, the subscription services, as well as, any related confidential information and documentation, during the subscription term, in an operating environment hosted by Supplier, for Purchaser's own internal use.

**10.3** In the case of Consulting Agreements of any kind, Supplier agrees that any and all Intellectual Property (as defined above) conceived, written, created or first reduced to practice in the performance of work under this Order shall be the sole and exclusive property of Purchaser and hereby assigns to Purchaser all its right, title and interest in and to any and all Intellectual Property. Supplier further agrees that except for its rights in background technology, Purchaser is and shall be vested with all rights, title and interests including. Supplier shall execute all papers, including patent applications, invention assignments and copyright assignments, and otherwise shall assist Intuitive as reasonably required to perfect in Purchaser the rights, title and other interests in Supplier's work product expressly granted to Purchaser under this Order.

**11. LAWS AND REGULATIONS.** Supplier represents and warrants that all goods and services delivered pursuant to this Order (i) will be produced, sold, and delivered to Purchaser in compliance with all applicable laws and regulations and specifically with the then applicable Intuitive Supplier Code of Conduct which can be found under the following link: <https://www.intuitive.com/en-us/-/media/ISI/Intuitive/Pdf/supplier-code-of-conduct-1087837.pdf>, and (ii) will be produced in strict compliance with the Fair Labor Standards Act, 1983, as amended, applicable child labor laws, and laws against slavery and/or human trafficking. If required, the Supplier will comply with Federal Acquisition Regulation (FAR) clause 52.219-8 "Utilization of Small Business Concerns", which is hereby incorporated by reference. **Supplier and its subcontractors shall, to the extent they apply, abide by (1) the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and require affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify.**

**12. NO AGENCY.** This Order is solely for the purchase of goods and/or services and does not name Supplier the agent or subcontractor of Purchaser for any purpose. Supplier assumes all obligations under all "social security" legislation (e.g., unemployment insurance, old age benefits, or workers' compensation laws) of the United States or any state or other governmental authority with respect to persons employed in the performance of services and/or production of goods under this Order and will indemnify Purchaser against any liability thereof.

**13. NO EMPLOYMENT.** Neither this Order, the goods and/or services provided, nor anything related to these terms and conditions creates an employer-employee relationship between Purchaser and Supplier. Similarly, Supplier will not, nor does it intend, to direct or exercise control over Supplier's means or methods of performing under this Order. Nothing about this Order limits Supplier's ability to supply goods and/or services elsewhere so long as Supplier honors its legal obligations to Supplier as articulated herein and as otherwise exist.

**14. PURCHASER DESIGNS AND PURCHASER ITEMS.** Supplier may use (i) all photographs, specifications, drawings, blueprints, or designs, or the like (together "Purchaser Designs"), or (ii) all tools, dies, molds, fixtures, photographs, proofs, printing plates, or the like (together "Purchaser Items"), that are supplied by Purchaser in confidence, or paid for by Purchaser, only for the purpose of fulfillment of this Order. No other use is authorized without Purchaser's prior written consent. Supplier will return all Purchaser Designs or Purchaser Items to Purchaser if so requested. Supplier agrees that the Purchaser Designs and Purchaser Items, and any inventions, intellectual property including trade secrets contained therein, are the property of Purchaser. Purchaser may withdraw Purchaser Items or Purchaser Designs from Supplier's premises upon demand in writing. Supplier is obligated to carefully preserve and maintain, in good operating condition, such Purchaser Designs or Purchaser Items at all times.

**15. INVOICE, PAYMENT, AND DISCOUNTS.** Supplier will provide Purchaser with timely invoices:

- Delivered electronically and readable by electronic means,
- On the date appearing on the invoice along with the correct Order Number,
- Delivered to Purchaser at the e-mail address set forth on the face of this Order or by other agreed electronic method,
- Provided to Purchaser by the person or business entity, firm, or corporation to which this Order is issued and
- In accordance with the payment terms shown on the face of this Order calculated from (i) the date Purchaser receives and accepts the goods or services and (ii) Purchaser's receipt of the invoice for same. Discount date, if applicable, will be established from the date on which Supplier has complied with all terms of this Order and delivered an invoice to Purchaser.

**16. TAXES, GOV'T AND BANK CHARGES.** The purchase price for goods or services herein is exclusive of any and all taxes and other governmental or bank charges now imposed or hereafter becoming effective upon the production, sale, shipment or use of the materials or services specified in this Order and Supplier agrees to indemnify Purchaser against, and reimburse Purchaser for, any expenditures Purchaser may be required to make on account of Supplier's failure to pay such taxes and other governmental or bank charges. Purchaser shall pay any applicable local, state, and federal taxes, however designated (excluding Supplier's income taxes), imposed or based upon the sale, transfer of ownership, installation, license or use of the goods or services, unless Purchaser provides the Supplier with an appropriate certificate of exemption. Supplier shall be solely responsible for any bank charges, fees or other costs of any kind incurred by Supplier in the course of completing services or providing goods under this Order, including but not limited to bank fees associated with receiving any payments from Purchaser.

**17. WARRANTIES.** In addition to all warranties, expressed or implied, established by statutes or common law, or elsewhere set forth in this Order, Supplier hereby expressly represents and warrants that all goods and/or services covered by this Order will (i) conform to all specifications, drawings, samples, and any other description furnished or adopted by Purchaser and accepted by Supplier, (ii) be new not refurbished, and (iii) of good material, and free of defect in material and workmanship. Purchaser's failure to give notice to Supplier of any breach of any warranty shall not discharge Supplier's liability for any such breach. The warranties of Supplier together with its services warranties and guarantees, if any, run to Purchaser and Purchaser's customer(s). Notwithstanding the foregoing, Supplier's warranty obligations under this Section will not apply to the extent that such warranty claims are caused by Purchaser's negligence or willful misconduct.

**18. INDEMNIFICATION.** Supplier will defend, indemnify, protect, and hold Purchaser and its affiliates harmless against any and all loss or damage to persons (including death), to property (including reasonable attorneys' fees) or any infringement or misappropriation of a third-party's intellectual property rights, resulting from or arising in connection with the goods and/or services furnished hereunder. This may include third party claims, demands, litigation or other legal proceedings regardless of legal theory involved. Notwithstanding the foregoing, Supplier's indemnification obligations under this Section will not apply to the extent that such claims are caused by Purchaser's negligence or willful misconduct.

**19. WAIVERS.** Any failure by Purchaser to enforce or require strict performance by Supplier of any term or condition of this Order does not constitute a waiver thereof by Purchaser, and Purchaser may at any time avail itself of the remedies Purchaser may have for any breach of the terms hereof.

**20. ASSIGNMENT.** This Order may not be assigned by Supplier without the prior written approval of Purchaser, which shall not be unreasonably withheld.

**21. CHOICE OF LAW, JURISDICTION, VENUE.** This Order shall be governed by and subject to the laws of the State of California (other than its choice of law principles). The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Order. Any action or proceeding arising from this Order will be brought in the state courts located in Santa Clara County or in the federal courts located in the Northern District of California, or other courts as Purchaser may specify. Each party hereby irrevocably consents to the exclusive jurisdiction and venue in such courts.

**22. ENTIRE AGREEMENT.** Except as set forth in a Master Agreement, the terms and conditions stated in this Order constitute the entire agreement between Supplier and Purchaser regarding the services or purchases herein. For the avoidance of doubt, Supplier and Purchaser agree that any and all terms and conditions contained in any shrink-wrap,

click-wrap, hyperlink, any subscription, or the like which may accompany services or are embedded in Supplier's goods, products or posted on Supplier's website, or any terms and conditions in any quote, correspondence, proposal or other documentation provided by Supplier that are attached to, referenced in, or in any way related to this Order are null and void and expressly superseded in their entirety by the terms and conditions contained herein.

**23. CONFIDENTIAL INFORMATION AND PUBLICITY.** If Purchaser and Supplier have entered into a non-disclosure agreement ("NDA") applicable to the disclosure of confidential information under this Order, and if the term of the NDA expires before the expiration or termination of this Order, then the term of the NDA will be automatically extended to match the term of this Order. The parties will treat the terms, conditions, and existence of this Order as confidential and proprietary information of Purchaser. Each party agrees to treat any confidential or proprietary information disclosed to it as strictly confidential for the duration of the transaction under this Order and for a period of 5 years thereafter, unless such information becomes public through no fault of the receiving party. Supplier shall not make any public disclosure or publication (including without limitation on websites and social media), presentation, public announcement, or press release concerning its relationship with Purchaser unless Purchaser provides its prior written consent.

**24. INSURANCE.** Supplier will maintain a Comprehensive General Liability policy (including coverage ensuring Supplier's liabilities assumed herein), Automotive and Employer liability policies, etc. with limits as required by Purchaser. At Purchaser's request, Supplier will provide a Certificate of Insurance completed by its insurance carrier certifying such required coverage is in effect, with waiver of subrogation, naming Purchaser as an additional insured. Such coverage will not be materially altered or canceled without thirty (30) day prior written notice to Purchaser.

**25. DRAWINGS, DESIGNS OR SPECIFICATIONS.** If applicable to Supplier's goods or services, Supplier hereby agrees to provide to Owner a reasonably complete set of drawings, designs and specifications within a commercially reasonable time, but in no event later than three (3) months prior to TCO. Should Supplier fail to comply with this deadline for any reason, Owner may withhold payment to Supplier for any associated invoice, billing or cost until required documentation is received and approved by Owner.

**26. CONSULTING** If applicable to Supplier's Services, if any under this Order, Supplier hereby stipulates (a) it possesses the qualifications necessary to perform agreed upon Services described in its proposal or Statement of Work and will timely and efficiently complete the same, (b) it has and is known to have high ethical standards and professional integrity within its profession, (c) will use professional conduct in the performance of its obligations under this Order, (d) is serving as a consultant in its individual capacity and not as an agent employee or representative of Owner, (e) any confidential or proprietary information obtained is the sole, exclusive and irreplaceable property of Purchaser and (f) during the term of this Order and for a period of one (1) year following termination of this Order, it will not perform similar work for any competitor of Purchaser or any company or organization engaged in the development of telepresence, teleoperation, or robotic surgical products or services, without providing to Purchaser forty-five (45) days' prior written notice.

## **27. DATA PRIVACY/HIPAA**

**27.1 DATA PRIVACY:** Supplier shall comply with all applicable privacy and data protection laws, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act, and the EU General Data Protection Regulation 2016/679 ("GDPR") (hereinafter "Applicable Data Protection Laws"). In addition, Supplier shall comply with Purchaser's data privacy provisions: <https://www.intuitive.com/en-us/about-us/company/legal/privacy> and <https://www.intuitive.com/en-us/about-us/company/legal/governance>.

**27.2** In the event Supplier is processing Protected Health Information as that term is defined by HIPAA, Supplier shall comply with the Business Associate Agreement terms found here <https://www.intuitive.com/en-us/-/media/ISI/Intuitive/Pdf/Intuitive-Vendor-POTC-BAA-Terms.pdf>. In the event Supplier is processing Personal Data, Personal Information, Personal Health Information, or any other personally identifiable information under Applicable Data Protection Laws, Supplier shall comply with the Data Processing Agreement terms found here <https://www.intuitive.com/en-us/-/media/ISI/Intuitive/Pdf/Intuitive-Vendor-POTC-DPA-Terms.pdf>.

## **28. CYBER SECURITY/SITE ACCESS**

**28.1 Independent Third-Party Attestation.** If Supplier will have access to Purchaser's information systems, Supplier shall achieve and maintain compliance with ISO/IEC 27001 or an equivalent information security certification. Accepted equivalent certifications include but are not limited to: International Standards Organization – ISO 27001; Service Organization Control – SOC2 Type 2; HITRUST, Cybersecurity Maturity Model Certification (CMMC 2.0 Levels 2 & 3), and the Federal Risk and Authorization Management Program (FedRAMP). Supplier shall achieve the aforementioned compliance within twelve (12) months (or as otherwise agreed upon by the parties in writing) of the Effective Date of the agreement between Purchaser and the Supplier, and meet associated requirements for examining information security risks, implementing comprehensive information security controls, and sustaining management processes necessary to evaluate the adequacy of information security controls on an ongoing basis. Additionally, Supplier shall utilize an independent party to routinely assess, audit, or review installed processes and controls, which shall attest to the effectiveness of such information security controls as well as compliance with ISO/IEC 27001 (or accepted equivalent) throughout the term of this Order. Required certification and assessments will be completed at the Supplier's expense.

**28.2 Ability to Audit.** Purchaser shall have the ability to audit records specific to certifications, completed management reviews and compliance audits for information security as directly related to the supply of the goods and/or services. Second, Supplier shall complete remediation actions that result from Purchaser reviews of the certification records and/or Purchaser security assessments at no expense to Purchaser and within a mutually agreed time frame.

**28.3 Cyber Security Incident and Breach Notification.** Supplier shall notify Purchaser of all cyber security incidents, including malicious system access, end-point user device, and equipment loss. Supplier shall notify Purchaser immediately and meet applicable laws and regulations upon becoming aware of a data breach or security incident. Supplier will fully cooperate with Purchaser personnel during the investigation of security incidents to resolve the incident and in conjunction with any associated investigations in accordance with Supplier's obligations and applicable laws.

**28.4 Subcontractors & Supply Chain Risk Management.** Supplier shall define and implement processes and procedures to manage any subcontractors and/or any other entities within the extended supply chain engaged in building and delivering goods/services to Purchaser. Such processes must include the following risk management activities: Enforcing that any Subcontractors, or any other entities within the extended supply chain, that have access to or support Purchaser, to maintain a baseline security level of the supplier or better; and Subsequently and regularly managing risks in the supply chain and conducting regular risk assessments of Subcontractors or any other entities within the extended supply chain that your organization engages in building and delivering goods/services. Supplier must also maintain evidence of regular risk management activities for all subcontractors.

**28.5 Access to Purchaser's Information Systems.** To the extent that access to Purchaser's Information Systems is required by Supplier to perform its obligations, access may be granted solely to enable Supplier to perform its obligations hereunder and for no other purpose. Access is limited to those specific Information Systems, time periods, and personnel as are agreed to by the parties and is subject to Purchaser's then-current security procedures and information protection policies, as the same may be amended from time to time by Purchaser. Supplier will at all times maintain the highest degree of security to comply with the requirements of this Section and to ensure that access granted to Supplier will not impair the integrity and availability of Purchaser's Information Systems. Supplier shall require its personnel and/or subcontractors to sign individual agreements with the Supplier and be subject to the Supplier's security clearance procedures prior to accessing Purchaser's Information Systems.

**28.6 Data Security.** Supplier shall use encryption standards that align with current industry best practices and standards for the transmission or storage of Purchaser data that is deemed confidential information. In addition, Supplier shall destroy data and media according to current industry best practices and standards. Further, Supplier and its subcontractors shall establish and maintain robust and effective safeguards to protect against the destruction, loss, disclosure, or alteration of Purchaser Data in the possession of Supplier. These safeguards must be on par with or exceed the highest level of protection that Supplier applies to its own most confidential and sensitive information. At all times, these measures must adhere to industry best practices and shall not, under any circumstances, fall below a standard of reasonable care and due diligence.

**28.7 Termination & Return of Materials.** Upon termination of this Order for any reason as stated in Purchaser's request, Supplier will promptly erase, destroy, or return, as directed by Purchaser, all equipment, documents, or materials of any nature in Supplier's possession or control that have been furnished by Purchaser to Supplier, or reproduced or developed by Supplier containing or based on Purchaser confidential information.