

SHOCKWAVE MEDICAL, INC. PURCHASE ORDER TERMS AND CONDITIONS

Agreement. These terms, together with the purchase order that references these terms (collectively, "Purchase Order"), contain the entire agreement between Shockwave Medical, Inc. ("Shockwave") and the supplier indicated on the face of the Purchase Order ("Supplier") with respect to the products ("Goods") and services ("Services") specified thereon, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

Prices and Taxes; Payment. The price of the Goods and Services is the price stated in the Purchase Order ("Price"). If no price is included in the Purchase Order, the Price shall be the price set out in Supplier's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes. Prices are firm and fixed and may not be increased unless Shockwave agrees in writing. Supplier shall issue an invoice to Shockwave on or any time after the completion of delivery. Unless otherwise specified in the Purchase Order, Shockwave shall pay all properly invoiced amounts due to Supplier within thirty (30) days after Shockwave's receipt of such invoice, except for any amounts disputed by Buyer in good faith, and payment shall be made in U.S. Dollars.

Product Changes. Supplier agrees to notify Shockwave in writing prior to any proposed change to any Goods or Services. Supplier will not ship any Goods or start to provide any Services incorporating such change until Shockwave has approved the change.

Delivery. Supplier shall deliver the Goods and/or commence performing the Services at Shockwave's address shown on the Order or to the address specified in the Purchase Order or as otherwise instructed by Shockwave ("Delivery Location"). Supplier shall deliver the Goods and/or commence performing the Services by the indicated delivery date or, if no date is specified, within a reasonable time ("Delivery Date"). Unless otherwise specified in the Purchase Order, Delivery of Goods shall be DDP Delivery Location (Incoterms® 2010), and title and risk of loss or damage shall pass from Supplier to Shockwave upon Supplier's delivery of the Goods to the Delivery Location. Supplier shall give written notice of shipment to Shockwave when the Goods are delivered to a carrier for transportation. Supplier shall provide Shockwave all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Goods to Shockwave within five (5) business days after Supplier delivers the Goods to the transportation carrier. If, due to Supplier's failure to ship the Goods in a timely manner, the identified method of transportation will not permit Supplier to meet the Delivery Date, Supplier shall ship the Goods by air transportation or other means acceptable to Shockwave and shall pay for any resulting increase in shipping cost. Time is of the essence in the delivery of the Goods and Services.

Packaging. Supplier shall handle, pack and package the Goods so as to protect them from loss or damage, in conformance with good environmental and commercial practice, any Shockwave specifications, government regulations (including those applicable to chemicals and hazardous materials) and other applicable requirements. The complete Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Order.

Inspection; Acceptance. Shockwave shall inspect the Goods within a reasonable time after delivery and determine whether to accept the Goods. Neither receipt of delivery nor payment by Shockwave shall constitute acceptance. Shockwave will return any Goods that do not conform to the terms of this Purchase Order at Supplier's expense, and Supplier shall, at Shockwave's option, promptly (i) replace the nonconforming Goods, or (ii) refund any amounts paid by Shockwave for such nonconforming Goods.

Change or Cancellation. Shockwave shall have the right to change or cancel this Purchase Order without any obligation to pay Supplier: (i) at any time before Supplier's shipment of the Goods or the commencement of the Services; or (ii) if the Goods are not delivered by the Delivery Date.

Warranties and Shockwave's Remedies. Supplier warrants that: (i) it has title to the Goods free and clear of any liens, encumbrances or other claims against title; (ii) the Goods are new, of good and merchantable quality, conform with industry standards and applicable law, are fit and safe for their intended purpose, and are free from defects in design, materials and workmanship; (iii) the Goods conform strictly to the terms of the Purchase Order, any specifications or drawings provided by Shockwave and/or any samples provided by Supplier and Supplier's published specifications for the Goods; (iv) the Goods do not and will not infringe on any patent, copyright, trademark, service mark, trade secret or other proprietary right of any third party ("Non-Infringement Warranty"). Supplier further warrants that any Services shall conform strictly to the terms of the Purchase Order and shall be performed in a professional and workmanlike manner and in accordance with applicable law. Supplier's warranties shall be in effect for the longer of either: (i) Supplier's normal warranty period, or (ii) one year following the date of Shockwave's acceptance of the Product or Services; provided, however, that Supplier's Noninfringement Warranty shall be in effect perpetually.

Indemnification. Supplier shall defend, indemnify, and hold harmless Shockwave, its directors, officers, employees, agents, successors and assigns ("Shockwave Indemnitee(s)") from and against all loss, expense, liability, or damage (including judgments,

fines, penalties, consultants' fees, and attorney's fees and costs of defense) (collectively, "Losses") resulting from any third-party claim, complaint, suit, proceeding, or cause of action brought against any Shockwave Indemnitee arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the warranties or Terms of this Purchase Order Without limiting the foregoing remedy, Seller shall, at its expense, defend, indemnify and hold harmless Shockwave Indemnitees against any and all Losses arising out of or in connection with any actual or alleged breach of the Non-Infringement Warranty.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS EXPRESSLY PROVIDED OTHERWISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, SUPPLIER SHALL BE RESPONSIBLE FOR DAMAGES OF ANY KIND AWARDED ON A CLAIM FOR WHICH SUPPLIER HAS AN INDEMNIFICATION OBLIGATION AND FOR DAMAGES FOR BODILY INJURY OR DEATH ARISING OUT OF USE OF A PRODUCT.

Insurance. When providing Services to Shockwave, Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Shockwave in the event of such injury or damage and will be in compliance with any and all laws and regulations. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place.

Confidential Information. Except as required to supply Goods or Services pursuant to this Purchase Order, or as otherwise instructed by Shockwave, Supplier shall not use or disclose any confidential information of Shockwave. Confidential information includes, without limitation, all information designated by Shockwave as confidential, all information or data concerning Shockwave's products (including the discovery, invention, research, improvement, development, manufacture or sale thereof) or general business operations (including costs, forecasts, profits, pricing methods and processes), and any other information that is of such a nature that a reasonable person would believe it to be confidential.

Supplier Code of Conduct. Shockwave operates with high ethical business standards and is committed to the highest standards of integrity, values and operating principles. Supplier agrees to comply with Shockwave's Supplier Code of Conduct available at <https://ir.shockwavemedical.com/static-files/7bbe3a4e-bd6a-4e28-94a7-ff61a6163509>, which is incorporated by reference and made part of this Purchase Order. In the event there is a conflict between the Supplier Code of Conduct and the terms and conditions of this Purchase Order, the terms and conditions of this Order shall govern. Shockwave may modify the Supplier Code of Conduct at any time by posting a revised version on Shockwave's website.

Compliance with Laws. Supplier agrees to comply with all applicable provisions of any federal, state, provincial or local law or ordinance and all lawful orders, rules, and regulations issued thereunder, including without limitation, those dealing with the environment, health, safety, labor, human trafficking, slavery, bribery, data privacy, and records retention.

Equal Employment Laws. Supplier agrees to abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that all subcontractors that sell Goods or Services to prime contractors (which are companies, such as Shockwave, that contract directly with the U.S. government) take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Notices. Any notice required or permitted under this Purchase Order shall be in writing, sent and effective when sent by either registered or certified mail, return receipt requested, postage prepaid; or facsimile or email, receipt confirmed.

Assignment. Supplier may not assign any of its rights or obligations under this Purchase Order by operation of law or otherwise.

Governing Law. This Purchase Order and the rights and obligation of the parties shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The United Nations Convention on the International Sales of Goods shall not apply to sales made under this Purchase Order.

Waiver. The waiver of any term or condition of this Purchase Order must be in writing. No such waiver shall be construed as a waiver of any other term or condition, nor as a waiver of any subsequent breach of the same term or condition.

Non-Restrictive Relationship. Nothing in this Purchase Order shall be construed to preclude Shockwave from purchasing the same or similar goods or services as the Goods or Services provided under this Purchase Order from any third party.

Severability. If a body of competent jurisdiction holds any term or provision of this Purchase Order to be invalid or unenforceable, such term or provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Purchase Order will remain in full force and effect.

Other Potential Clauses:

License Grant. If Goods include software, Supplier grants to Shockwave a non-exclusive, royalty-free, worldwide license to use, import, reproduce, and distribute the software in object code form for use directly or as integrated into Shockwave Goods. If Goods include documentation, Supplier grants to Shockwave a non-exclusive, royalty-free, worldwide license to use, reproduce, distribute and prepare derivative works in Shockwave's name all documentation furnished by Supplier. Shockwave may reproduce such documentation without Supplier's logo or other identification of source, subject to affixing copyright notices to all copies of documentation, and Supplier hereby waives and shall cause to be waived all applicable moral rights with respect to such documentation.

Insurance. When providing Services to Shockwave, Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Shockwave in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place.

Audit. Shockwave will have the right, upon reasonable request, to review Supplier's books and records with respect to any transactions related to this Order for a period of three (3) years after delivery of the applicable Product(s) and/or Service(s). All records will be maintained in accordance with GAAP or like accounting rules in other jurisdictions and in such manner as may be readily audited. Supplier shall make its records available for audit by Shockwave or its designee during regular business hours at Supplier's principal place of business upon reasonable prior written notice from Shockwave. If such audit finds that Supplier has over-billed Shockwave, Supplier shall promptly repay to Shockwave any monies paid by Shockwave relating to such over-billing. If such inspection concludes that Supplier has over-billed Shockwave by more than five percent (5%) in any one calendar year, then Supplier shall reimburse Shockwave for the cost of such audit.

Debarment and Exclusion. Supplier represents and warrants that Supplier has not been debarred under Article 306 of the FDCA, 21 U.S.C. §335a(a) or (b), or excluded under 42 U.S.C. Section 1320a-7, or any similar federal, state, local, or foreign law, rule or regulation. In the event that Supplier becomes debarred (or debarment proceedings are initiated), Supplier shall notify Shockwave immediately, and Shockwave shall have the right to immediately terminate this Order. Supplier further represents and warrants that it has not and shall not use or employ in any capacity related to the manufacture of Goods or the performance of Services any individual, corporation, partnership, or association which has been debarred under Article 306 of the FDCA, 21 U.S.C. §335a(a) or (b) or excluded under 42 U.S.C. Section 1320a-7 or any similar foreign or local law, rule or regulation. If Supplier becomes aware of or receives notice of the debarment or exclusion (or the initiation of a debarment or exclusion proceedings) of any such individual, corporation, partnership, or association providing services to Supplier which relate to the manufacture of Product or the provision of Services, Supplier agrees to notify Shockwave immediately, and Shockwave shall have the right to immediately terminate this Order.