

SPINAL TECHNOLOGY, INC.

TERMS AND CONDITIONS

Returns: All Products are deemed accepted five (5) days after STI's delivery of Products unless CUSTOMER notifies STI, in writing, of any nonconforming Products within that period. Upon timely rejection, STI shall, at its option, replace any nonconforming Products with conforming Products or credit the purchase price. CUSTOMER may return non-custom, stock Products within ninety (90) days of invoice date and receive a credit of the purchase price less a twenty percent (20%) restocking fee, provided the stock Products are unopened and in good, resalable condition, as determined by STI. CUSTOMER will incur all shipping costs associated with conforming (non-defective) Product returns and returns of non-custom, stock Products that do not meet the above criteria.

Limited Warranty. STI warrants for a period of ninety (90) days from the date of shipment of the Products, when the Products are fabricated from an acceptable impression, scan or accurate measurement of the patient, as solely determined by STI, that such Products materially conform to specifications and are free from defects in material and workmanship. During the ninety (90) day warranty period, STI will repair or replace the Product, as necessary, and as determined in STI's sole discretion. This warranty shall run only to the original purchaser of the Product and shall be the sole and exclusive remedy of CUSTOMER for non-conformance of Product.

DISCLAIMER - EXCEPT FOR THE WARRANTY SET FORTH ABOVE, STI MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS AND DISCLAIMS ALL WARRANTIES INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW.