

WARRANTY

Warranty to Customer: Any warranty set forth herein shall run directly from Microline Surgical to the Customer. MICROLINE SURGICAL'S PRODUCTS ARE NOT INTENDED FOR SALE OR DISTRIBUTION DIRECTLY TO CONSUMERS. THEREFORE, FOR THE AVOIDANCE OF DOUBT, THIS LIMITED WARRANTY IS NOT APPLICABLE TO ANY CUSTOMER WHO IS A CONSUMER FOR PURPOSES OF ANY APPLICABLE CONSUMER PROTECTION LAW, AND THIS LIMITED WARRANTY SHALL BE WITHOUT PREJUDICE TO ANY LEGAL RIGHTS THAT SUCH CUSTOMER HAS UNDER APPLICABLE LAW GOVERNING THE SALE OF GOODS TO CONSUMERS.

Distributor Obligations: Distributor shall have responsibility for handling Customer returns for allegedly non-conforming Products. Distributor shall make no warranties with respect to any of the Products that exceed the warranty made by Microline Surgical to its customers. The warranty made by Microline Surgical to its customers may be changed by Microline Surgical at its sole discretion and in compliance with the applicable laws. If Microline Surgical is unable to replace a defective Product still under warranty, Microline Surgical's sole and exclusive liability and Distributor's exclusive remedy shall be to credit Distributor's account for the net amount actually paid for any such Product. Distributor shall dispose of returned Product as instructed by Microline Surgical.

Limited Warranty by Microline Surgical: Microline Surgical warrants to Customer that upon delivery, and during the warranty period for the Products, as set forth below for such Products, the Products as delivered: (i) will be free from defects in manufacturing, materials and workmanship; (ii) will substantially conform to the Product specifications; and (iii) will comply with all applicable laws for the U.S. and for each country within the Territory.

Warranty Limitations:

MICROLINE DEVICES / COMPONENTS ARE INTENDED FOR USE AND FDA APPROVED FOR USE AS A WHOLE OR COMPLETE SYSTEM USING ONLY MICROLINE DEVICES / COMPONENTS AND THE USE OF ANY THIRD PARTY OR OTHER SURGICAL DEVICES / COMPONENTS WILL VOID THE WARRANTY AND MAY NOT PERFORM AS INTENDED OR APPROVED BY FDA REGULATION.

The limited warranties set forth herein shall not apply to Products that have been modified or altered in any manner by anyone other than Microline Surgical, or to defects caused: (i) through no fault of Microline Surgical during shipment to or from Distributor; (ii) by the use or operation in an application or environment or in conjunction with third party products or services other than those intended or recommended by Microline Surgical; (iii) by service by anyone other than employees of, or persons approved in writing by, Microline Surgical; (iv) by accident, negligence, misuse, other than normal electrical stress, or other causes other than normal use as described in the Product label provided by Microline Surgical to Distributor for translation; or (v) by storage, usage or handling in any manner inconsistent with the Product label. Replacement Products supplied under this warranty shall carry only the unexpired portion of the original warranty. Replacement items will be invoiced to customer at current sale price if the defective item has not been received within 30 days of warranty claim or if the warranty claim is found not to be valid. Microline Surgical shall not be liable for misbranding with respect to any product labeling or package insert text provided or used by Distributor, or any translation thereof and Microline Surgical shall not be liable for any adulteration or failure to meet the Product specifications due to handling or packaging of the Products by Distributor, its affiliates, its Sub-distributors or agents.

Governing Law: This warranty shall be governed, construed and interpreted in accordance with the laws of the State of Massachusetts, USA, without reference to conflict of law principles.

Warranty Periods: Measured from date of customer delivery from Microline Surgical, Inc. If traceability data is provided by distributor warranty period is measured from date of customer delivery from distributor.

- Reusable ReNew Tips: 1 Month
- ReNew Hand Pieces, ReNew Cautery Probes, Reusable Clip Applicators, Trays, Energy UPS, Energy Footswitches: 1 year

Exclusion of Other Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, MICROLINE SURGICAL MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, BY STATUTE, IN ANY COMMUNICATION WITH DISTRIBUTOR OR ITS CUSTOMERS, OR OTHERWISE, REGARDING THE PRODUCTS, AND MICROLINE SURGICAL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. MICROLINE SURGICAL NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ANY OTHER LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF ANY PRODUCT. ANY OTHER REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON OR ENTITY, INCLUDING EMPLOYEES OR REPRESENTATIVES OF MICROLINE SURGICAL, THAT ARE INCONSISTENT HERewith SHALL BE DISREGARDED AND SHALL NOT BE BINDING UPON MICROLINE SURGICAL OR ITS THIRD PARTY SUPPLIERS.

Definitions: For purposes of this Warranty, the terms used herein shall have the following meanings:
“Microline Surgical” shall mean Microline Surgical, Inc., a Delaware corporation having a principal place of business as 50 Dunham Road, Beverly, MA 01915 (USA), and its subsidiaries.
“Customer” shall mean a Microline Surgical or Distributor end user.
“Distributor” shall mean a party with a written agreement, approved by Microline Surgical, to distribute or resell Microline Surgical Products.
“Product” or “Products” shall mean Microline Surgical product or products.
“Territory” shall mean the customer country (ies).
“Sub-Distributors” shall mean a third party appointed by the Distributor with the express prior written consent of Microline Surgical.
“Consumer” shall mean a person who purchases goods and services for personal use.

In the event that this Warranty Policy conflicts with a written agreement between Microline Surgical and a customer, the terms of the agreement shall govern.