



SKELETAL DYNAMICS, INC. – PRODUCT WARRANTY

Skeletal Dynamics, Inc. (the “Company”) warrants to Customer that its Products conform to the Company’s published specifications (“**Specifications**”) and are free from defects in workmanship and material at the time of shipment. If, upon inspection within a reasonable time after delivery and before implantation or use, Customer discovers a failure of a Product to conform to Specifications or a defect in material and workmanship, it must promptly notify the Company in writing. Within a reasonable time after such notification, the Company will correct any failure of the Product to conform to the warranty by providing, at its option, repair of the Product, a replacement unit, or a refund of the purchase price, if applicable. The aforementioned remedies are Customer’s exclusive remedies for breach of warranty.

The foregoing warranties, unless otherwise agreed by the parties in a written agreement or expressly provided in the specifications, shall extend for a period of one (1) year commencing on the date of shipment of the product to customer.

This warranty does not extend to or cover: (a) any product, components, or parts not manufactured or sold by the Company; (b) damage caused by use of any Product for purposes other than those for which it was designed as indicated in the Company’s published materials; (c) damage caused by unauthorized attachments or modification; (d) any other abuse or misuse by Customer, its employees, representatives, contractors and agents; or (e) any Product where the Customer is not the first purchaser of the Product.

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