

**LIMITED PRODUCT WARRANTY**

OsteoFit LLC (“OsteoFit”) expressly warrants to the distributor or any end-user purchaser of an authorized distributor that, for the period ending upon the “use by date” of the Product (the “Warranty Period”), the covered product (the “Product”) will be reasonably free of defects in materials and workmanship when properly handled and stored, and will conform, within accepted tolerance, to applicable manufacturing specifications. This Limited Warranty only applies to OsteoFit’s Products which are used, stored, and handled in the manner recommended by OsteoFit.

OsteoFit will, at its option, replace a Product without charge, or refund the cost of the Product, if the Product fails or does not perform as warranted solely due to a manufacturing defect within the Warranty Period, subject to the exclusions set forth in this Limited Warranty. During the Warranty Period, if OsteoFit elects to replace a Product, its obligation as to replacement shall further be limited to replacement with the models of the Product that are available at the time of the replacement, and shall be limited to the replacement of only the specific Product that fails due to a manufacturing defect. Any replaced product shall also remain subject to the original Warranty Period from the date of the original purchase, but any replacement shall not extend the original warranty period in any manner or start a new warranty period.

You may obtain coverage under this Limited Warranty by providing OsteoFit with proof of original purchase. For service under this Limited Warranty, you must notify OsteoFit in writing, providing your name and address, a description of the product involved, and the nature of the defect.

**Disclaimer of Warranties**

OsteoFit’s Products must be stored, handled, used and maintained in accordance with instructions provided by OsteoFit, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of OsteoFit’s instructions for use (“IFU”) are available upon written request from OsteoFit and on OsteoFit’s website.

This Limited Warranty does not cover defects caused by:

1. defects, damage, or other conditions caused, in whole or in part, by misuse, abuse, negligence, alteration, accident, freight damage, or tampering;
2. non-compliance with OsteoFit’s IFU, including, but not limited to, exposure to physical abuse, chemical abuse (e.g., harsh cleansers and solvents), thermal abuse or shock (e.g., excessive heat or cold), damage to sterile package, or misuse;
3. improper storage, installation, handling, and/or use of the Product;
4. damage not resulting from manufacturing defects that occur while the Product is in your possession; and
5. unreasonable or unintended use of Product.

Any information or suggestion by OsteoFit with respect to the Products concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and is made without any representation as to accuracy or suitability.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY OSTEOFIT IN CONNECTION WITH THESE PRODUCTS. OSTEOFIT DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY OSTEOFIT ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY OSTEOFIT IN WRITING. ANY REPRESENTATIONS OR PROMISES INCONSISTENT WITH, OR IN ADDITION TO, THIS WARRANTY ARE UNAUTHORIZED AND SHALL NOT BE

BINDING UPON OSTEOFIT. OSTEOFIT'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPLACEMENT OF NON-CONFORMING PRODUCTS, OR AT THE OPTION OF OSTEOFIT, RETURN OF THE NON-CONFORMING PRODUCT AND A REFUND OF THE PURCHASE PRICE PAID FOR THE NON-CONFORMING PRODUCT. PURCHASER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

**Limitation of Liability**

NO CLAIM BY THE PURCHASER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL OSTEOFIT BE LIABLE TO ANY PERSON IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF PURCHASER TO ANY THIRD PARTY WITH RESPECT THERETO.

**Contact Information**

Any question concerning this warranty should be addressed to:

OsteoFit LLC

Attention: Director of Quality Assurance and Regulatory Compliance

Address: 24 Sherwood Lane, Fairfield, New Jersey 07004

Phone: (862) 210-8435

Website address: [osteofitllc.com](http://osteofitllc.com)