

TERMS & CONDITIONS OF SALE AND POLICIES

TERMS & CONDITIONS

1. Offer Acceptance: The Purchase Order constitutes the Buyer's offer to purchase from Medical Creations the products described in the Purchase Order, on the terms described therein and subject to these Terms & Conditions. Commencement of delivery of the products and acceptance of such delivery by the Buyer shall constitute a firm contract between Buyer and Medical Creations on the Terms and Conditions hereof.
2. Prices & Payment:
 - a. Prices: The prices for the products are as stated in the Purchase Order, and if applicable, on Medical Creation's current price list.
 - b. Taxes: Unless specified in the Purchase Order, the prices stated do not include sales, use, or similar taxes applicable to the products sold to Buyer. Buyer shall only be responsible for such taxes when Medical Creations is required by law to collect such taxes from Buyer. Such taxes shall be separately stated on Medical Creations' invoice.
 - c. Payment: The payment terms are stated in the Purchase Order. If Medical Creations has not received payment from the buyer prior to the expiration of thirty days after Buyer's receipt of any invoice, Buyer will be deemed in default of payment. Buyer is responsible for late payment charges. The past due amounts are subject to a 1.5% finance charge per month.
3. Packing, Shipping, & Delivery:
 - a. Shipping: Buyer shall pay all related freight costs.
 - b. Delivery: The delivery dates and locations are as stated in the Purchase Order. Products shall be delivered, F.O.B Destination (shipment, handling, insurance pre-paid by Buyer) no later than the delivery date indicated on the Purchase Order.
4. Replacement: Any item which does not conform to the specifications of the products may be returned to Medical Creations in accordance with Medical Creations' return policy.
5. Warranties: Any product found to be defective under normal and correct use within the warranty period will be replaced at no charge with the same item, in accordance with Medical Creations' warranty policy.

RETURNS

Please inspect all orders immediately upon receipt. In the event of items being ordered or shipped in error, please notify Customer Service for a Return Authorization number (RA#). Medical Creations must be contacted within 30 days of receipt of goods. An RA# must be obtained and printed on the outside of the package, along with a copy of the original invoice or packing slip for credit. All returns are subject to inspection.

COMPATIBILITY

Medical Creations products and components are designed and tested to ISO 10328. Compliance with this standard is achieved only when Medical Creations products and components are used with other ISO 10328 compliant products and components. If unusual movement or product wear is detected in a structural part of a prosthesis at any time, the patient should be instructed to immediately discontinue use of the device and consult his/her clinician.

SINGLE PATIENT USE

Medical Creation's products have been designed and tested based on single patient usage. It is a single-use device and should never be used by multiple patients. If any problems occur with the use of a Medical Creations product, immediately contact your Medical Creations representative.

WARRANTY

LIMITED WARRANTY

All Medical Creations products are guaranteed to be free of defects upon purchase. Any product found to be defective under normal and correct use within the warranty period will be replaced at no charge with the same item. This warranty does not apply if the product has not been used in accordance with Medical Creation's Instructions for Use (IFU). The duration of this Limited Warranty varies by product, but is effective from the date of delivery to the purchaser.

XtremityTT Socket Preform	24 months
XtremityTT FLEX Preform	6 months
XtremityTT Alignment Base	24 months
XtremityTT Pin Lock System	24 months
XtremityTT Suction System	24 months
XtremityTT Vacuum System	24 months
Xtremity Benchtop Heating Unit	12 months