



MASTEL SURGICAL GENERAL TERMS AND CONDITIONS

1. Definitions

“Customer” means the entity purchasing products from Mastel.

“Mastel” refers to Mastel Precision Surgical Instruments, Inc.

“Products” means both medical devices, instruments and supplies manufactured and sold by Mastel and manufactured by third parties and sold by Mastel.

2. Scope of Agreement. These terms and conditions govern the sale of Products by Mastel to Customer. By placing an order, Customer agrees to be bound by these terms.

3. Orders. Orders are subject to acceptance by Mastel. Mastel reserves the right to reject any order without providing a reason. Once accepted, orders cannot be canceled by Customer without Mastel’s written consent.

4. Prices. Prices for Products are as listed in Mastel’s current price list or as quoted by Mastel. Prices are subject to change without notice. The price applicable to an order will be the price at the time the order is accepted by Mastel. Prices are exclusive of sales and other taxes, custom duties, shipping charges and other costs, which are the responsibility of Customer.

5. Payment Terms. Payment is due within 30 days of the invoice date unless otherwise agreed in writing. Mastel reserves the right to charge interest on overdue payments at the rate of 1.5% per month.

6. Delivery. Mastel will make reasonable efforts to deliver Products by the estimated delivery date but does not guarantee delivery dates. Risk of loss or damage passes to Customer upon delivery of the Products to the carrier.

7. Warranty - Mastel Manufactured.

a. All hand-held instruments, other than scalpels, have a 2-year warranty against defects in materials and workmanship. Damage caused by improper handling, instrument strikes, improper or inadequate cleaning or similar cause is the responsibility of Customer.

b. Scalpel bodies have a lifetime warranty against defects in materials and workmanship. Damage caused by improper handling, instrument strikes, improper or inadequate cleaning or similar cause is the responsibility of Customer. Diamond blades are not warranted past delivery inspection. Diamond scalpels should be inspected upon receipt and any defects reported immediately. All diamond scalpels require periodic maintenance for calibration and epoxy adhesive replacement and lubrication. These are not warranted items. All services and maintenance must be performed at Mastel facilities to protect your warranty.

c. There is a 90-day warranty against workmanship and labor on repair service of Mastel instruments only. Repaired or replaced diamond blades are not warranted past delivery inspection. Repaired or replaced diamond scalpels should be inspected upon receipt and any defects reported immediately.

d. All warranty repairs include parts and labor and must be serviced at Mastel facilities. Shipping costs to and from Mastel facilities for warranty work are the responsibility of Customer.

8. Warranty – Non-Mastel Manufactured. For The warranty for Products not manufactured by Mastel is limited to the manufacturer’s warranty.

9. Limitation of Liability. The warranties set out herein are in lieu of all other warranties, express or implied, including the warranties of merchantability or fitness for a particular purpose, which are hereby disclaimed. Mastel’s total liability arising out of or related to the sale of Products, whether based on contract, tort, or any other legal theory, shall not exceed the purchase price of the Products. In no event shall Mastel be liable for any indirect, incidental, special, or consequential damages.

10. Returns. Products returned within 30 days of delivery in original packaging and “like new” condition may be returned for refund or company credit, less shipping and a 10% restocking fee. Products may not be returned after 30 days without specific Company approval. Items that have been purchased as part of a close-out, cash-and-carry or trade-show promotion are considered “one-time-only” offerings and do not qualify for refunds or returns unless covered by warranty. Products that have been altered damaged, or in the case of non-Mastel Products or Products have been opened, are not eligible for return or refund. Repaired items do not qualify for refund but may be eligible for further repair work if original work deemed unsatisfactory. Mastel reserves the right to reject any return on inspection of returned Products.

11. Compliance. Customer agrees to comply with all applicable laws, regulations, and industry standards related to the use, sale, and distribution of the Products.

12. Governing Law. These terms and conditions shall be governed by and construed in accordance with the laws of South Dakota.

13. Dispute Resolution. The parties will attempt to amicably resolve any dispute arising herein. If a resolution is not reached within 15 days, the dispute will be submitted to a single arbitrator under the American Arbitration Association. The arbitration will be governed by the laws of South Dakota and conducted in the state, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. The award of the arbitrator will be final and binding.

14. Entire Agreement. These terms and conditions constitute the entire agreement between Mastel and Customer regarding the sale of Products and supersede any prior agreements or understanding.