

# Meisinger USA

## Warranty and Return Policy

### Notification of defects, warranty, liability

- Upon receipt of Meisinger product, the buyer must carefully inspect the delivered goods and immediately notify Meisinger in writing of any defects discovered during the inspection. Notification of defects must be received by Meisinger no later than seven days following delivery (visible defects) or discovery (hidden defects). Otherwise, the delivered goods shall be deemed to have been accepted.
- The warranty period for Meisinger product is one year from the date of shipment.
- This warranty does not cover claims that result from natural wear and tear or damage caused after the end date of the warranty period, nor does it cover damage caused as a result of incorrect or careless handling, excessive use, unsuitable resources, and/or external influences that are not anticipated. Likewise, no warranty claims will be accepted for any modifications or adjustments carried out by the Buyer or third parties, or for any consequences resulting from such modifications or adjustments.
- Given the existence of defects for which Meisinger is responsible, Meisinger will at its discretion remedy the defect through a replacement or credit.
- Unless stipulated to the contrary in the following, all other warranty claims, particularly claims for damages in lieu of performance will not be accepted. Thus, Meisinger will not be liable for damages that are not directly sustained by the delivery item; in particular, Meisinger will not be liable for lost profits or other financial losses on the part of the Buyer.
- The aforementioned exemption from liability does not apply in the event that the damage is attributable to a grossly negligent or intentional breach of obligations, or in the event that losses are asserted resulting from death, physical injury, or impairments of health, or in the event that the Buyer claims damages due to the absence of guaranteed quality. In the latter case, claims for damages may only be asserted in the event that the guaranteed qualities cover the risk of consequential damages and the loss occurring is attributable to its absence.
- The aforementioned provisions do not apply to claims arising from personal injury or damage to privately used objects according to the product liability act.

### Returns

- Generally, Meisinger will only accept returned goods that are unused, unopened, undamaged, and in their original packaging with the lot number within a period of six months following the original shipment date. All goods must be received with the assigned Return Authorization Number within ten days of receiving the Return Authorization Number. After ten days, the Return Authorization Number is no longer valid.
- A 20% restocking fee will apply to any returned goods when Meisinger receives a request for a Return Authorization Number for said return beyond 30 days following the original shipment date. Request for a needed return must be received within 30 days of shipping for full credit on the returned goods.
- Special orders and custom-made products are non-returnable.
- Meisinger will accept sterile packed and pre-sterilized goods only if they are unopened and undamaged. Additionally, returned sterile packed and pre-sterilized goods must be received by Meisinger within 30 days of the shipping date. All other sterile packed and pre-sterilized goods are non-returnable.



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