



Warranty Information and Policies

Warranty Policy:

For product quality issues, please contact inx Medical Customer Service. In order to qualify under inx Medical's warranty policy, the product must be returned for evaluation within fifteen (15) days of RGA issuance. Standard product delivery includes a shelf life of one (1) year.

Choice of Law:

This Agreement shall be construed in accordance with the laws of the State of Missouri, as if this Agreement were made in and to be performed entirely in the State of Missouri. Any disputes under this Agreement shall be brought exclusively in the Circuit Court of St. Louis County, Missouri, and you hereby consent to the personal jurisdiction and exclusive venue of this court, and to service of process by mail, and waive any objection to such jurisdiction, venue and service of process.

***PERSONAL GUARANTOR – CORPORATE, LLC, LC or PLC ACCOUNT:**

The Personal Guarantor of the Account absolutely and irrevocably guarantees and promises to pay to inx Medical, in lawful money of the United States all amounts due on the Account when they become due (by demand, acceleration, or otherwise), all present and future indebtedness due to inx Medical on the Account, whether due or not due, absolute or contingent, liquidated or unliquidated, secured or unsecured, whether customer may be liable individually or jointly with others. Personal guarantor agrees not to assert any statute of limitations or unenforceability defenses with respect to any claims of inx Medical against Personal Guarantor pursuant to this Agreement. Without limiting the foregoing, indebtedness includes, without limitation, interest, attorneys' fees and other charges on any debt or obligation of any Account holder accruing after the filing of a petition under any chapter of the Federal Bankruptcy Code by or against customer, and any loans or other credit extended to any Account holder after the filing of any such petition, notwithstanding the release of customer from the performance or observance of any of its agreements, covenants or obligations by operation of law.

DISCLAIMER OF WARRANTIES:

UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, INX MEDICAL WARRANTS TITLE TO THE GOODS AND THAT ALL GOODS SOLD HEREUNDER SHALL CONFORM TO SELLER'S STANDARD SPECIFICATIONS. SUBJECT TO THE PRECEDING SENTENCE, INX MEDICAL MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. INX MEDICAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.