

PRODUCT WARRANTY AND RETURN CONDITIONS

Treace Medical Concepts, Inc. ("TMC") provides its products subject to the following terms and conditions and by ordering products from TMC, its customers expressly accept these terms and conditions:

1. Limited Warranty. TMC warrants all its products to the original purchaser against defects in workmanship and materials for one hundred eighty (180) days from the date of purchase from TMC. TMC's only liability and the exclusive remedy of the original purchaser in the event of any defect is for TMC to provide at its option, either (1) a full refund or credit in the amount of the purchase price, or (2) the repair or replacement of the product if the purchaser returns the defective product within one hundred eighty (180) days from the date of purchase.

TMC WARRANTIES ARE LIMITED EXCLUSIVELY TO THIS EXPRESS WARRANTY. ANY OTHER WARRANTIES OF ANY KIND OR DESCRIPTION WHATSOEVER, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, ARE HEREBY DISCLAIMED.

2. Limitation of Liability TMC will not be liable for any indirect, consequential, incidental, punitive, special, exemplary, or contingent loss or damage (including without limitation lost or anticipated profits and savings or damage to goodwill) arising from or relating to the purchase, use of, or inability to use, the TMC products.

3. Return of Goods. Authorization by TMC is required to return any product by completing and submitting a Return Goods Authorization Form (RGA Form). Receipt of unauthorized returns will not be accepted. To request a return authorization contact TMC Customer Service. Authorized returns are to be shipped by Customer with freight prepaid.

- a. Products returned within 30 days of the date of invoice will be credited at the Customer's invoice price.
- b. Products returned after 30 days but not longer than 90 days from the date of invoice will be credited at the customer's invoice price, less a 15% restocking charge.
- c. Products beyond 90 days of the date of invoice are not accepted for return.
- d. Additional products not accepted for return (regardless of timing) include: obsolete products, damaged, custom made or altered products, and sterile products which have open cartons, mixed sterile lot numbers, or products beyond expiration dates.

All authorized returns are also subject to the following terms:

- a. Invoice copy or invoice number, part number, lot number and date of purchase must be provided to TMC Customer Service with authorization of return.
- b. Products that have been opened or are not in their original packaging are disallowed for full credit. The amount credited will be determined by a quality assurance inspection.
- c. Products shipped in error by TMC will receive full invoice credit if returned within 30 days in unopened, original factory package.