

RETURN & EXCHANGE POLICY

Sweden & Martina Inc. (hereinafter referred to as “**Sweden & Martina**”) and customer agree that the terms and conditions of the return policy hereinafter set forth shall govern the relationship between Sweden & Martina and the customer to the extent that the parties do not have written agreement in effect that conflicts with such terms and conditions and return policy. Customer acknowledges and accepts all such return and exchange policies by placing an order for goods to Sweden & Martina and upon Sweden & Martina's delivery of the order to the customer.

Delivery terms

Unless otherwise agreed, all orders will be subject to shipping fee and will be shipped by courier and costs associated will be back charged to customer on the invoice.

Only shipments from Sweden & Martina to customer for exchange are not subject to transport cost or handling fee. Such exchanges will be sent Ground Shipping unless customer elects to pay for a more expedited option.

Shortages

The recipient must report any shortages or discrepancies in shipments in writing within 7 (seven) days from the delivery date.

Return and Exchange request

Sweden & Martina allow to return/exchange all products purchased from Sweden & Martina on the terms and conditions of Return Policy stated below.

To be eligible for a return and/or an exchange, all products must be unopened, unused, and in the same new condition that the customer received them in. The products must be in the original unaltered packaging.

Prior authorization is required on all returns/exchanges and will only be approved with the proper RMA forms (Return material authorization form - M170).

To get the proper RMA form customer shall contact the local sales representative or call our toll-free number 1-844-8MARTINA (1-844-862-7846).

The RMA form must be filled in a legible manner and completed in all fields, with particular attention to ref number (part number), quantities, lot numbers are all required to process the request for return/exchange.

The completely filled RMA form must be shipped to:

SWEDEN & MARTINA Inc.
78 John Miller Way - Unit 1021
Kearny, New Jersey 07032

After processing the RMA form request Sweden & Martina will give the customer a confirmation via email. Once authorization is granted by Sweden & Martina for the return/exchange of the product, customer shall sign the RMA Form and include the original in the parcel being returned to the address above.

Payment for all shipping is the responsibility of the customer with no exceptions.

1) Returns in correlation with errors made by Sweden & Martina

Errors in shipments must be reported in writing within 7 (seven) days from the delivery date. RMA forms for returns will not be processed if the communication from the client is beyond the 7-day threshold or the product packaging was opened, damaged, contains any marks or writing on the product or its packaging.

Upon receipt of the returned product, Sweden & Martina will fully examine it and notify the customer via e-mail, within a reasonable period of time, whether the customer is entitled to a replacement with the correct item. No future credits for returns can be offered but only the correct item in exchange.

2) Returns for defects/claims

Any defective product must be reported in writing within (7) days from delivery or the discovery of the defect with details of the product and the defect/claims. RMA forms for defective/claims cannot be processed if the communication from the client is beyond the 7-day

Sweden & Martina Inc.

Distributor for U.S. of:



threshold or the product packaging was opened, damaged, contains any marks or writing on the product or its packaging.

No partial used or previously opened returns are allowed for Surgical Kits.

Upon receipt of the defective product, Sweden & Martina will fully examine it and notify the customer via e-mail, within a reasonable period of time, whether the customer is entitled to a replacement as a result of the defect. All defective or non-compliant products will be replaced with the same items only.

3) Returns for exchange

Customer can return product also for exchange with items of similar type and different products of the same price. Products to be returned for exchange must be purchased from Sweden & Martina within 12 (twelve) months from the delivery date. RMA forms for return for exchange cannot be processed beyond the 12 months threshold or if the product packaging was opened, damaged, contains any marks or writing on the product or its packaging.

Promotional items cannot be returned, unless exchanged with a product tied to the same promotion or offer.

No partial or previously opened returns are allowed for surgical kits.

Upon receipt of the return for exchange product, Sweden & Martina will fully examine it and notify the customer via e-mail, within a reasonable period of time, whether the customer is entitled to a replacement.

*****All Biologics are excluded from qualified return or exchange items*****

4) Failed implants

Failed implants will be replaced with the same item only.

Failed implants must be reported in writing within Thirty (30) days of discovery of the failure.

In case of failed implants the client is required to completely fill in the EVALUATION REPORT FORM present at the link:

https://www.sweden-martinainc.com/en_us/case_evaluation_report/

Paying particular attention to ref number (part number), quantities, lot numbers that are essential to process the return.

Customer shall fill in an INDIVIDUAL EVALUATION REPORT FOR EACH FAILED IMPLANT, take a picture of each failed implant and attach it to its relative evaluation report. The picture is essential to process the return request in accordance to FDA rules.

Once the form has been properly filled out, the customers will receive the labels with which to send back the failed implants.

5) Return for credit to account

Customer may return goods for credit within sixty (60) days from the delivery note date. RMA forms for return for credit cannot be processed beyond the 60 (sixty) days threshold or the product packaging was opened, damaged, contains any marks or writing on the product or its packaging.

Product tied to a promotion or a special offer cannot be returned for credit to account.

No partial returns are permitted for surgical kits.

Upon receipt of the returned product, Sweden & Martina will fully examine it and notify the customer via e-mail, within a reasonable period of time, whether the customer is entitled to a credit note. Customer will be credited on his/her account within 60 (sixty) days from receipt of return products together with RMA duly filled in.

*****Biologics are excluded from qualified return/refund*****

All returns, exchanges and payments must be sent directly to Sweden & Martina. No goods or payments may be given to any personnel or representative of Sweden & Martina.

Shipping charges for all returns must be prepaid and insured by Customer, who is responsible for any loss or damage to products during shipment. Sweden & Martina does not guarantee that it will receive any returned item until verified delivery has been made. Shipping and handling charges are not refundable. Any amounts refunded will not include the cost of shipping.