

Legal Terms and Conditions For U.S. Customers

These Legal Terms and Conditions (“Terms”) govern the purchase of products from Next Edge Surgical LLC (“Next Edge Surgical,” “Next Edge,” “we,” “us,” or “our”) by customers located in the United States.

By placing an order with Next Edge Surgical LLC, the Customer (“Customer,” “you,” or “your”) acknowledges and agrees to these Terms. These Terms apply unless the Customer and Next Edge Surgical have entered into a separate written agreement that expressly provides otherwise.

PRICE POLICY

Next Edge Surgical strives to maintain accurate and current pricing for the products offered through its website and all other sales channels. Anyhow, prices may change without notice due to supplier changes, manufacturer price increases, product availability, market conditions, or other circumstances.

The cost applicable to an order will typically be the cost in effect when the order is accepted by Next Edge Surgical, unless a different price has been confirmed in a written agreement or quotation.

Prices may not include shipping, applicable sales tax, expedited delivery, special handling, or other charges unless stated specifically.

Next Edge Surgical reserves the right to correct technical, typographical, pricing, or product-listing errors. If an error affects an order in any way, Next Edge may contact the customer before fulfillment or cancel the affected item and refund the amount the customer paid.

Promotional prices, rebates, discounts, and special offers might be subject to additional conditions and may not be combined unless expressly permitted.

[VERIFY: WHETHER PRICES MAY BE CHANGED AFTER ORDER PLACEMENT/ACCEPTANCE]

PAYMENT TERMS

Next Edge Surgical accepts the payment methods made available to customers during the ordering procedure.



[VERIFY: ACCEPTED PAYMENT METHODS – CREDIT/DEBIT CARD, ACH, CHECK, WIRE TRANSFER, ETC.]

Orders may require payment at the time of purchase. Customers approved for account-based or invoiced purchasing must pay according to the terms stated on the account agreement or applicable invoice.

All sales are subject to payment approval. Next Edge Surgical might require advance payment for customized, special-order, bulk, high-value, or other orders.

If payment is declined, disputed, reversed, or otherwise not completed, Next Edge Surgical may cancel or delay fulfillment until appropriate payment arrangements are made.

[VERIFY: WHETHER A FINANCE CHARGE APPLIES TO PAST-DUE ACCOUNTS AND, IF SO, THE RATE]

ORDER ACCEPTANCE

An order submitted through the Next Edge Surgical website, telephone, email, quotation, purchase order, or other ordering method constitutes a request to buy the selected products. An order is not binding on Next Edge Surgical until it has been accepted.

Next Edge Surgical reserves the right to accept, limit, reject, or cancel an order because of pricing errors, product availability, payment concerns, shopping restrictions, suspected fraud, manufacturer restrictions, regulatory requirements, or other legitimate business reasons.

If an ordered product becomes unavailable, Next Edge Surgical might cancel the affected portion of the order and refund any amount that has been paid for that product.

Customer purchase orders don't modify these Terms unless Next Edge Surgical expressly agrees to the conflicting provision in writing.

DELIVERY TERMS

Shipping estimates and delivery dates aren't guaranteed unless Next Edge Surgical expressly provides a guaranteed delivery date in writing.

Orders are totally subject to product availability and may be shipped separately (when needed).

Shipping charges may differ depending on the order size, destination, carrier, selected shipping method, and product type. Expedited shipments, hazardous materials, special delivery services, oversized products, and other products requiring any special handling might result in additional charges.

Next Edge Surgical currently advertises free shipping on qualifying orders of **\$1,500 or more**, subject to shipping conditions and applicable exclusions.

[VERIFY: \$1,500 FREE-SHIPPING THRESHOLD AND ANY PRODUCT/DESTINATION EXCLUSIONS]

Next Edge Surgical isn't responsible for delays caused by severe weather, carriers, transportation interruptions, supply shortages, government actions, labor disruptions, natural disasters, or other situations beyond its reasonable control.

Customers are responsible for providing accurate shipping information. Additional costs resulting from an incomplete or incorrect delivery address may be charged to the customer.

TITLE AND RISK OF LOSS

Unless otherwise agreed in writing, title and risk of loss will transfer as per the governing law and the applicable shipping arrangements.

[VERIFY: EXACT TITLE AND RISK-OF-LOSS TERM, INCLUDING WHETHER FOB SHIPPING POINT OR FOB DESTINATION IS USED]

The customer is responsible for accepting delivery at the designated shipping address.

PRODUCT INFORMATION AND AVAILABILITY

Next Edge Surgical supplies surgical, dental, laboratory, dermatology, medical, hospital, ophthalmic, and related instruments and healthcare products.

We make reasonable efforts to maintain accurate product descriptions, images, specifications, packaging information, availability, materials, and dimensions. However, manufacturers might change product specifications, labeling, packaging, or configurations without notice.

Product images are provided for general identification and might not always show the exact packaging or configuration shipped.

Product availability displayed online isn't a guarantee of continued availability. Next Edge Surgical may cancel an unavailable item or offer a comparable alternative.

Customers are responsible for determining whether a product is right for their intended application.

REGULATORY REQUIREMENTS

Certain surgical, medical, dental, diagnostic, laboratory, or other healthcare items may be subject to state, federal, and local laws governing their purchase, sale, transportation, installation, possession, use, or storage.

Customers are responsible for complying with all requirements that are applicable to their location, facility, profession, and intended use.

Where required, Next Edge Surgical might request registrations, licenses, permits, professional credentials, or any other documentation before fulfilling or accepting an order.

Next Edge Surgical reserves all rights to delay, limit, refuse, or cancel any transaction when needed to comply with regulatory requirements, applicable law, shipping requirements, or manufacturer restrictions.

PRESCRIPTION, CONTROLLED, AND RESTRICTED PRODUCTS

Where applicable law restricts the sale of a product to licensed healthcare professionals, qualified institutes, registered facilities, or other authorized purchasers,

Next Edge Surgical may require verification before completing the transaction.

Customers are responsible for maintaining all licenses, registrations, permits, and other authorizations required for the purchase, possession, distribution, or use of regulated products.

[VERIFY: WHETHER NEXT EDGE SELLS ANY PRESCRIPTION, CONTROLLED, OR OTHER SPECIFICALLY REGULATED PRODUCTS REQUIRING ADDITIONAL PURCHASER VERIFICATION]

Products may only be purchased and used for lawful purposes and in accordance with applicable labeling, instructions, warnings, and regulations.

PROFESSIONAL USE

Most Next Edge Surgical products are intended for use by trained healthcare, surgical, dental laboratory, ophthalmic, or other qualified experts.

Customers are responsible for ensuring that products are used by appropriately trained personnel and in accordance with the applicable professional standards and manufacturer instructions.

Website content and product descriptions don't constitute dental, surgical, diagnostic, medical, or treatment advice and shouldn't be relied upon as a substitute for expert judgement.

RETURNS

Returns are governed by the applicable Refund and Return Policy of Next Edge Surgical. Before returning any product, customers should review that policy for a hassle-free experience.

[VERIFY: STANDARD RETURN PERIOD – E.G., 14, 30, 60, OR 90 DAYS]

Unless otherwise stated in the applicable policy or required by law:

- Products should be returned with the relevant invoice or order information.
- Returned products must meet the applicable condition requirements.
- Return shipping costs might be the responsibility of customers depending on the reason for the return.
- Products should be properly packaged for return shipment.
- Products that have been opened, used, altered, contaminated, damaged, or otherwise made ineligible might not qualify for refund or return.

[VERIFY: WHETHER RESTOCKING FEES APPLY AND, IF SO, THE AMOUNT/PERCENTAGE]

Incorrect products, shortages, or shipping damage must be reported immediately after delivery so the matter can be resolved and investigated.

NON-RETURNABLE PRODUCTS

Unless approved by Next Edge Surgical or required by law, the following may be excluded from return:

- Special-order or non-stock products
- Products identified as non-refundable or non-returnable
- Engraved, personalized, customized, or made-to-order instruments
- Certain disposable or sterile products with opened packaging
- Opened, used, damaged, or contaminated products
- Drop-shipped products subject to manufacturer return restrictions
- Products subject to safety, hygiene, regulatory, or handling restrictions

INSTITUTIONAL, GOVERNMENT AND CORPORATE ACCOUNTS

Government, healthcare facility, institutional education, corporate, and other organizations' purchases are subject to these Terms unless a separate written agreement provides otherwise.

Special quotations, bids, pricing, purchase orders, volume arrangements, shipping requirements, payment terms, or other conditions might apply to such accounts.

Customer-facing offers and website promotions may not apply to government, institutional, bulk, contract, or special-order purchases unless expressly stated.

[VERIFY: WHETHER NEXT EDGE OFFERS FORMAL NET-30/NET-60 OR OTHER INSTITUTIONAL ACCOUNT TERMS]

DISCOUNTS, REBATES AND PROMOTIONS

Rebates, discounts, promotional pricing, free-shipping offers, coupons, and other purchasing incentives might be subject to separate eligibility requirements.

Unless expressly stated, promotional offers might not be combined.

Next Edge Surgical reserves the right to suspend, modify, or discontinue promotional programs where permitted by law.

Customers receive rebates or discounts that are subject to state or federal healthcare-program reporting or disclosure requirements, and they are responsible for complying with those requirements.

WARRANTIES

Where a product is covered by a warranty of the manufacturer, Next Edge Surgical will pass through to the Customer any transferable warranty or remedy available from the applicable manufacturer, subject to that manufacturer's terms.

Manufacturer warranties might contain limitations, registration requirements, exclusions, and particular procedures for obtaining service.

Except for warranties provided by Next Edge Surgical expressly in writing, and to the extent permitted by law, Next Edge Surgical disclaims implied warranties, including warranties of merchantability & fitness for a specific purpose.

[VERIFY: WHETHER NEXT EDGE PROVIDES ANY DIRECT WARRANTY BEYOND MANUFACTURER WARRANTIES]

Nothing in these Terms excludes warranty or any consumer right that can't be excluded legally.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEXT EDGE SURGICAL LLC SHALL NOT BE LIABLE FOR INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE DELIVERY, SALE, MISUSE, USE, OR INABILITY TO USE ANY PRODUCT, INCLUDING REVENUE, DATA, PROFITS, BUSINESS, OR GOODWILL.

TO THE EXTENT PERMITTED BY LAW, NEXT EDGE SURGICAL'S TOTAL LIABILITY ARISING FROM A SPECIFIC TRANSACTION SHALL NOT EXCEED THE AMOUNT PRECISELY PAID TO NEXT EDGE SURGICAL FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM.

NOTHING IN THESE TERMS LIMITS LIABILITY THAT CAN'T BE LIMITED OR EXCLUDED LAWFULLY.

ARBITRATION AND DISPUTE RESOLUTION

The parties will first attempt in good faith to resolve any dispute that arises after a purchase through the customer service or authorized representatives of Next Edge Surgical directly.

[VERIFY: WHETHER NEXT EDGE WANTS BINDING ARBITRATION, COURT LITIGATION, OR ANOTHER DISPUTE-RESOLUTION PROCESS]

[IF ARBITRATION IS USED, VERIFY: ARBITRATION LOCATION, GOVERNING RULES, INDIVIDUAL-CLAIM REQUIREMENT, CLASS-ACTION WAIVER, AND ATTORNEY-FEE PROVISIONS]

GOVERNING LAW

The Terms and transactions governed by them will be interpreted under the applicable laws of Utah State, without regard to its conflict-of-laws principles, except where mandatory law or federal law provides otherwise.

[VERIFY: UTAH GOVERNING LAW AND THE APPROPRIATE COURT/LEGAL VENUE]

FORCE MAJEURE

Next Edge Surgical won't be responsible for failure to perform or delays resulting from circumstances beyond its reasonable control, including severe weather, natural disasters, government actions, labor disputes, transportation interruptions, material shortages, manufacturer or supplier delays, cyber incidents, utility failures, carrier disruptions, fire, or other comparable events.

CHANGES TO TERMS

Next Edge Surgical may update these Terms from time to time in order to reflect changes in its products, legal requirements, business practices, or other situations.

Updated Terms will become effective when posted on the official Next Edge Surgical website unless another effective date is stated.

Unless otherwise agreed in writing, the Terms in effect when an order is accepted will govern the transaction.

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision will be modified or limited to the extent necessary to make it enforceable where permitted by law. The remaining provisions will remain in effect.

ENTIRE AGREEMENT

These Terms, together with any applicable invoice, order documentation, quotation, product-specific terms, Privacy Policy, Returns Policy, and separately executed written agreement, constitute the terms governing the applicable transaction.

If a separately negotiated written agreement signed by an authorized representative of Next Edge Surgical conflicts with these Terms, that agreement will control to the extent of the conflict.

CONTACT INFORMATION

Next Edge Surgical LLC
5663 S Redwood Rd, Office 5
Taylorsville, UT 84123
United States

Phone: +1 (385) 331-7182

Email: info@nextedgesurgicalllc.com

For questions regarding orders, products, returns, payment, or these Terms, customers may contact Next Edge Surgical using the information above.

Terms of Sale may be updated without prior notice.



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