



THE DEPARTMENT OF VETERANS AFFAIRS

Federal Supply Schedule

Authorized Federal Supply Schedule Price List

Includes Modification #0001 (Product Number Change)

Effective August 1, 2011

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage, a menu-driven database system. The INTERNET address for GSA Advantage! is: <http://www.gsaadvantage.gov>. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>

**Medical Equipment and Supplies
FSC Group 65, Part II, Section A
FSC Class 6515**

Contract Number: V797P-4461B

Contract Period: July 1, 2011 through June 30, 2016

**DFine, Inc. US
3047 Orchard Parkway
SanJose, CA 95134
Phone: (866) 963-3463
Fax: (408) 321-9403
www.dfineinc.com**

**Contract Administration: Steve Milburn
E-mail address: smilburn@dfineinc.com
Telephone No: (972) 533-0493
Fax: (408) 321-9403**

Size of Business: Small
TIN: 20-1107850



CUSTOMER INFORMATION

- | | |
|---|---|
| 1. Special Item Numbers: | A-8a & A-18a – See Page 5 |
| 2. Maximum Order Limitation: | \$100,000.00 |
| 3. Minimum Order: | \$125.00 |
| 4. Geographic coverage (delivery area): | 48 contiguous states, Washington, D.C., Alaska, Hawaii and Puerto. |
| 5. Points of Production: | Hungary, Italy, and USA. |
| 6. Discount: | Prices shown herein are net (discount deducted). |
| 7. Quantity Discount: | An additional 2% discount off net FSS price will be applied to each single order that is \$99,000.00 or greater. Each order meeting these criteria must contain a definite quantity with one point of delivery. The total order amount is non-cumulative and discount only applies for orders that meet or exceed the designated threshold amount of \$99,000.00. |
| 8. Prompt Payment Terms: | Net 30 Days. |
| 9. Government Purchase Card: | Accepted for all purchases (less than \$3,000.00 and over \$3,000.00). |
| 10. Foreign Item (Country of Origin): | Hungary and Italy. |
| 11a. Time of Delivery: | 5 Days ARO. All items shipped by DFine will have a minimum shelf life of 12 months upon Government's receipt. Items that are shipped from DFine and are received by an ordering facility with less than 12 month shelf life may be returned to DFine at the contractor's expense and without incurring a restocking fee. |



- 11b. Expedited Delivery: 3 Days ARO. Government pays the difference between normal and expedited shipping costs. All items shipped by DFine will have a minimum shelf life of 12 months upon Government's receipt. Items that are shipped from DFine and are received by an ordering facility with less than a 12 month shelf life may be returned to DFine at the contractor's expense and without incurring a restocking fee.
- 11c. Overnight and 2-Day Delivery: Overnight and 2-Day Delivery is available. The schedule customer may contact DFine for rates for overnight and 2-day delivery.
- 11d. Urgent Requirements: None.
12. F.O.B. point: Destination to the 48 contiguous and Washington, D.C. Point of Exportation (POE): Alaska, Hawaii, and Puerto Rico.
- 13a. Ordering Address: DFine, Inc. Customer Service Department
3047 Orchard Parkway
San Jose, CA 95134
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment Address: DFine, Inc.
Dept. CH19333
Palatine, IL 60055-9333
15. Warranty Provision: See Page 6 - DFine, Inc.'s Commercial Product Warranty.
16. Return Goods Policy: See Page 7 - DFine, Inc.'s Returns Policy.



- | | |
|------------------------------------|-----------------------------|
| 17. Export Packing Charges: | Not Applicable. |
| 18. Installation/Training: | Not Applicable. |
| 19. Rental/Lease Agreement: | Not Applicable. |
| 20. Service Agreement: | Not Applicable. |
| 21. List of Participating Dealers: | Not Applicable. |
| 22. DUNS Number: | 16-995-7607 |
| 23. Registration in CCR database: | Registered in CCR database. |



PRODUCT PRICING

SIN	PRODUCT NUMBER	PRODUCT DESCRIPTION	UNIT OF SALE	FSS PURCHASE PRICE
A-8a	0856	Hand Switch Cable	EA	\$800.00
A-8a	0860	AE Cable	EA	\$800.00
A-8a	0975	Locking Delivery Cannula 3.0-11.5-ED	EA	\$135.00
A-8a	0987	VertecoR™ MidLine Cement Staging Osteotome	EA	\$325.00
A-8a	1011	VertecoR™ StraightLine Cement Staging Osteotome	EA	\$185.00
A-8a	1135	StabiliT™ ER ² Bone Cement	EA	\$155.00
A-8a	1155	Activation Element (AE)	EA	\$2200.00
A-8a	1402	Hydraulic Assembly	EA	\$525.00
A-8a	1426	Locking Delivery Cannula 3.0-11.5-ED	EA	\$135.00
A-18a	1435	StabiliT First Fracture Kit	KT	\$3145.00
A-18a	1436	StabiliT Second Fracture Kit	KT	\$1900.00
A-18a	1437	Express Second Fracture Kit	KT	\$1015.00
A-8a	1467	StabiliT™ Introducer 3.6-11.5-EB	EA	\$165.00
A-8a	1472	StabiliT™ Introducer 3.6-11.5-ED	EA	\$165.00
A-8a	1488	StabiliT™ Introducer 3.6-11.5-EB	EA	\$165.00
A-8a	1493	StabiliT™ Intoducer 3.6-11.5-ED	EA	\$165.00
A-8a	1545	VertecoR™ StraightLine Cement Staging Osteotome	EA	\$185.00
A-8a	1620	VertecoR™ MidLine Cement Staging Osteotome	EA	\$325.00
A-18a	2003 (Mod #0001)	StabiliT First Fracture Kit (Long Length)	KT	\$3145.00
A-18a	1666	StabiliT Second Fracture Kit (Long Length)	KT	\$1900.00
A-18a	1667	Express Second Fracture Kit (Long Length)	KT	\$1015.00
A-8a	1866	ER ² Saturate Mixing System	EA	\$20.00



COMMERCIAL PRODUCT WARRANTY

The StabiliT Vertebral Augmentation System MultiPlex Controller is warranted against defects in materials and manufacturing for a period of one (1) year from the date of shipment. The StabiliT Vertebral Augmentation System, StabiliT Fracture Kits, and StabiliT A La Carte products are warranted against defects in materials and manufacturing until their expiry ("use by") date. DFine, Inc. will repair or replace, at its election, StabiliT Vertebral Augmentation System MultiPlex Controller discovered to be defective during the Warranty period and returned by Customer in accordance with DFine, Inc.'s return policy. DFine, Inc. will replace StabiliT Vertebral Augmentation System, StabiliT Fracture Kits, and StabiliT A La Carte products, discovered to be defective during the Warranty period and returned by Customer in accordance with DFine, Inc.'s return policy. This warranty does not cover repair or replacement of any Product that malfunctions because of (a) Customer's failure to comply with the provisions and instructions contained in the Instructions for Use "IFU" or labeling accompanying the Products; (b) the failure of anyone other than DFine, Inc. or its authorized service contractors to comply with our written instructions or recommendations; (c) Customer or its permitted users combining the StabiliT Vertebral Augmentation System MultiPlex Controller or probe, instrument or device, with a third party's product or an incompatible DFine, Inc. product; (d) any alteration or improper storage, handling, use or maintenance of any part of the StabiliT Vertebral Augmentation System MultiPlex Controller or any Product by anyone other than DFine, Inc. or its authorized service contractors; (e) any external force or unusual stress such as building structural deficiency, power surge, fluctuation or failure, or climate control failure; and (f) actions beyond DFine, Inc.'s reasonable control.



RETURN GOODS POLICY

Customer must notify DFINE, INC. Customer Service at 1-866-963-3463 of its intent to return Products for any reason within 90 calendar days after receipt of the product. Customer shall not have the right to return product to DFINE, INC. without DFINE, INC.'s prior consent and without having obtained a Returned Goods Authorization (RGA) number from DFINE, INC. Customer Service by calling 1-866-96-DFINE (33463). All returns must be packaged as instructed by DFINE, INC. Customer Service and labeled with the assigned RGA number. DFINE, INC. Customer Service must be notified by Customer within 30 days of receipt of defective or nonconforming Products, or Customer will be deemed to have accepted such Product despite the defect or nonconformity. DFINE, INC. will repair or replace, at its option, defective or nonconforming Products covered by Warranty that are returned to DFINE, INC. within 20 days of issuance of an RGA number. DFINE, INC. will not accept any returns which are not caused by unsatisfactory Product performance after 90 days of delivery or if the returned Products' "use by" date is within 30 days of the return date. If returns are made after 30 days of delivery, a restocking fee of 15% of the list price will apply. DFINE, INC. reserves the right to refuse any return of Products that are not defective or nonconforming, or whose defects were caused by improper use, storage or handling by Customer or any third party. If DFINE, INC. accepts any such returns, DFINE, INC. will, at its discretion, replace such Product or provide Customer with a refund of the purchase price less any applicable restocking fee.