

Biodenta Swiss AG
Dental Implant Limited Lifetime Warranty (hereinafter “Dental Implant Warranty”)

Subject to the following terms and conditions, Biodenta agrees as follows concerning Biodenta dental implants and/or abutments placed after December 31, 2011:

1. Warranty period

Any Biodenta dental implant and/or abutment that fails following patient placement will be replaced with an equivalent product. In case a particular Biodenta dental implant and/or abutment is no longer commercially available, an alternative solution may be chosen by Biodenta.

2. Commencement and scope of warranty

As of the date a Biodenta dental implant and/or abutment is delivered to a customer dentist, doctor or clinician, the limited lifetime warranty provisions referred to herein apply. This Dental Implant Warranty applies exclusively to dental implants and/or abutments sold directly by Biodenta or an authorized contracted distributor.

The limited lifetime Dental Implant Warranty includes particularly defects in materials/ workmanship and normal wear and tear of a Biodenta dental implant and/or abutment. Biodenta will provide benefits exclusively to the practicing dentist, doctor and/or clinician who placed the particular Biodenta dental implant and/or abutment for a patient.

The benefits set out above constitute Biodenta’s sole obligation, and the practitioner’s sole remedies, with respect to the products and the subject matter of these terms and conditions.

3. Warranty terms and exclusions

Optimal support of the patient, as well as optimal care by the patient, are essential conditions for effective implant fitting. The limited lifetime Dental Implant Warranty only applies if the Biodenta implant fails, and the customer is able to establish that the following conditions have been fulfilled by the practicing dentist, doctor and/or clinician and the patient:

- a. The applicable practitioner selected the implant patient carefully, the patient was informed of all risks and responsibilities associated with the Biodenta dental implant procedure and the patient agreed to cooperate with the requirements for a successful procedure;
- b. The applicable practitioner confirmed and documented that none of the contraindications for the dental implant procedure existed as to the subject implant patient;
- c. The instructions from Biodenta in existence at the time of the implant procedure, as well as the approved dental procedural methods, were considered and applied before, during and after the implant fitting; and
- d. The practitioner has confirmed and documented that the dental implant patient maintained a high level of oral hygiene at all times pre- and post implant procedure.

Products that are returned unsterilized and/or without completion of the required forms and documentation will be rejected.

The warranty specifically excludes:

- a. All non-Biodenta dental implant and/or abutment components;
- b. All Biodenta dental implant and/or abutment components that are not applied or modified according to the specific instructions of Biodenta;
- c. All Biodenta dental implant and/or abutment components that are combined with non-Biodenta components;
- d. Purpose built items and/or specially manufactured or modified products;
- e. All implant failures triggered or brought about by an accident, a trauma or by other damage caused by the patient or a third party;
- f. All Biodenta dental implant and/or abutment components used in implant procedures where contraindications contained in the Biodenta product or application description for the treatment with implants and components are present;
- g. All claims for direct and indirect costs and claims for anything other than Biodenta providing a replacement dental implant and/or abutment. Biodenta shall not be responsible for any related replacement costs, including but not limited to, labor, laboratory expenses, and/or materials;
- h. All claims for consequential damages of any sort. To the maximum extent permitted under the applicable law, Biodenta disclaims (on behalf of itself and any of its representatives, affiliates, agents and third parties manufacturing and/or distributing Biodenta dental implants and/or abutments) any and all liability toward a practicing dentist, doctor and/or clinician for lost business, lost earnings, incomes or profits. Moreover, Biodenta excludes the warranty in the case of a practicing dentist, doctor and/or clinician's failure to conform to generally accepted standards of dental practices.
- i. All claims for direct and/or indirect damages, as well as incidental and/or consequential damages, which are associated directly or indirectly with the Biodenta products, services and information are expressly excluded.

4. Eligibility and claim procedure

The limited lifetime Dental Implant Warranty provisions described herein are exclusively for the benefit of eligible dentists, doctors and clinicians and are not for any other person or entity, including any patient or sub-supplier. To receive benefits under these terms and conditions, the applicable dentist, doctor or clinician must comply with all of the following:

- a. To remain eligible, the warranty claims must be reported to Biodenta within ninety (90) days from the date the Biodenta dental implant failed. Reporting shall fully comply with the procedures set out herein. The clinician shall contact Biodenta to request a claim form and receive step by step instructions for product return; and
- b. The completed claim form, documenting the cause of the claimed Biodenta dental implant failure must be returned to Biodenta, accompanied by the Biodenta dental implant and all component parts in question within the time stated above. The dental implant and all component parts must be sterilized prior to return to Biodenta.

Return shipping costs and risks of loss shall be borne by the applicable dentist, doctor or clinician. The cost of shipping a replacement Biodenta implant shall be borne by Biodenta with regard to cases covered by the warranty.

5. General limitations of the warranty

Except for the limited lifetime Dental Implant Warranty specified in these terms and conditions, neither Biodenta nor any representatives, affiliates, agents or third parties manufacturing and/or distributing Biodenta dental implants and/or abutments make any representation, warranty, covenant or other undertaking, express or implied, written or oral, with respect to Biodenta products, including (without limitation) any implied warranties of merchantability, durability or fitness for a particular use or purpose.

6. Modification or termination of the warranty

Biodenta reserves the right to modify or terminate the terms and conditions of this limited lifetime Dental Implant Warranty at any time without notice with relation to any product or service or regarding the entitlement of a specific practicing dentist, doctor or clinician. Any such modification or termination will not affect an installed Biodenta dental implant that has been fully paid for by the applicable dentist, doctor or clinician prior to the date of a modification and/or termination.

7. Miscellaneous

By purchasing a Biodenta dental implant and/or abutment, the practicing dentist, doctor and/or clinician accepts the conditions for participation in the limited lifetime Dental Implant Warranty program as outlined in this document.

8. Biodenta general terms and conditions

The warranty provided for under these terms and conditions above shall apply as an integral part of the Biodenta General Terms and Conditions. Where the terms of this limited lifetime Dental Implant Warranty conflict with the terms of the Biodenta General Terms and Conditions, the terms herein shall prevail.