

# Osteon Lifetime Warranty Program

Patient specific, digitally created and the precision milled manufacturing process of structures delivers high-quality products with excellent fit and surface finish for longterm clinical performance and patient satisfaction.

Osteon Medical (“Osteon”) precision milled products are backed by a comprehensive lifetime warranty. Osteon will replace any product dispatched (“Product”) as of 6 February 2014 under the Osteon Lifetime Warranty Program.

## TERMS AND CONDITIONS

The warranty outlined is exclusively for the benefit of the eligible dentists, physicians and dental technicians (“Treatment Provider”) and is not for the benefit of any other person or entity, including any patients and other intermediate suppliers.

### 1. Warranty Period

The warranty for Products is granted for the following periods, subject to the limitations and exceptions stated in these Terms and Conditions:

- Lifetime warranty for Product manufactured in Titanium or Cobalt Chrome, excluding any Product manufactured in Zirconia.
- For Products manufactured in Zirconia, the warranty period is Five (5) years from the date of dispatch from Osteon.

### 2. Scope of Warranty

The scope of warranty for Products is described below, subject to the limitations and exceptions stated in these Terms and Conditions:

- If the Product has defects in materials or workmanship (i.e. if the Product does not meet the Osteon quality standards) or if the Product does not match any special instructions communicated in relation to the Product in question, then Osteon will remake the Product, at no additional charge.
- Osteon acknowledges that implants occasionally fail. Osteon will not accept any responsibility for a failed implant, but does however offer the following;
  - If the implant fails after the Product is placed on the implant together with a restoration, and taken into function, then the company who provided the failed implant should be the primary resource for the clinician’s implant-related claims. However, if the implant company refuses to honour their warranty for the implant (exclusively due to the use of the Product), and the clinician both meets the “eligibility” criteria and follows the “Claim Procedure” outlined below, then Osteon will reimburse the clinician for the actual and verifiable purchase cost of a replacement implant, and will remake the Product at no additional charge.
  - If the implant fails before the Product has been placed on the implant (unless otherwise explicitly covered under the separate Osteon Lifetime Warranty terms

and conditions), then Osteon will in no case be responsible for replacing the implant.

### 3. Eligibility

To receive the benefits of the warranties set out in clauses 1 and 2, the Treatment Provider must comply with all of the following:

- Warranty claims must be reported to Osteon within thirty (30) days from the date on which the claimed defect was discovered. Reporting shall fully comply with the procedure set out in these Terms and Conditions. The Treatment Provider must contact Osteon to request a “Complaint Request Form” and submit this form for Product return within thirty (30) business days of the “Complaint Request Form” being received;
- The Treatment Provider must provide signed confirmation that the patient complies with generally accepted standards of good oral hygiene. For implants, oral hygiene maintenance examinations twice a year are recommended;
- The Treatment Provider making a claim under these terms and conditions must have their account in good standing, this means that all amounts owed to Osteon are current at the time when the complaint record form is submitted;
- All procedures using Products (and implants) must be performed in accordance with Osteon and the other implant company’s protocols, guidelines and instructions, as well as generally accepted dental practices (before, during and after implantation).
- Any non-compliance with all points above will make the warranties set out in this Warranty Program null and void.

### 4. Claim Procedure

- To raise a claim under this Warranty Program, you must send a signed, stamped and completed “Complaint Request Form” accompanied by the failed product and the other components placed by the Treatment Provider. Prior to submitting the Product and any other components used in the treatment, ensure that all products are sterilized.
- The Treatment Provider submitting a complaint record form for a failed implant, must provide the following items:
  - Documentation of the case and demonstration that implants were indicated and that no contra-indicated conditions existed for that particular patient; and
  - An x-ray of the failed implant; and
  - Documentation that the implant company refused to honour their warranty (exclusively due to the use of the Products), and receipt/ invoice for implants for reimbursement;
- Transport costs and transport risk shall be borne by the Treatment Provider. The cost of return shipment shall be borne by Osteon in cases covered by the warranty under these terms and conditions.
- Any non-compliance with all points above will make the warranties set out in this Warranty Program null and void.

## 5. General Limitations of the Warranty

- With the exception of the warranty specified in these terms and conditions, neither Osteon nor any representatives or other third parties which manufacture or distribute the Products, make any representation, warranty, covenant or other undertaking, expressed or implied, written or oral, with respect to the Products, including (without limitation) any implied warranties of merchantability, durability or fitness for a particular use or purpose.
- In addition, and to the maximum extent permitted under the applicable law, Osteon disclaims (on behalf of itself and any of its representatives or other third parties which manufacture or distribute the Products) any and all liability with respect to lost earnings, incomes or profits, failure of the clinician to conform to generally accepted standards of dental practices and any other direct or indirect, incidental or consequential damages resulting or arising from the design, composition, condition, use or performance of the Products.

## 6. Warranty Exclusions

Osteon implants shall not provide benefits under these terms and conditions if:

- The failure is caused by a trauma, an accident, or by any other damage caused by the patient or a third party; or
  - The failure is caused by implants placed in patients with accepted contraindicated conditions to successful implant integration, including but not limited to diseases related to alcoholism, uncontrolled diabetes, and habitual drug dependency; or
  - The failure is due to normal wear and tear; or
  - The Products have been modified, grinded, diburred or otherwise retouched.
- For the avoidance of doubt, these terms and conditions, and the benefits set out herein, shall be exhaustive with respect to the Products and the subject matter of these terms and conditions, and shall exclude any other rights, benefits and/or remedies, such as laboratory and clinical treatment related fees.

## 7. Modification or Termination of the Warranty Program

Osteon reserves the right to modify or withdraw these terms and conditions at any time without notice. Changes to, or the termination of the Warranty, will not affect guaranteed products installed prior to the date of the change or termination.

## 8. Application of warranty

The warranty outlined is exclusively for the benefit of the eligible dentists, physicians and dental technicians (“Treatment Provider”) and is not for the benefit of any other person or entity, including any patients and other intermediate suppliers.