

Solidex® Customized Abutment Warranty

These warranty terms & conditions (“T&C”) cover Solidex Customized Abutments, including abutment screws (“Products”), manufactured and distributed by Creodent Prosthetics (Creodent). The warranty outlined in these T&C is exclusively for the benefit of eligible treating clinicians (“Clinician”) and is not for the benefit of any other person or entity, including any patients, laboratories and other intermediate suppliers.

1. Warranty Periods

The warranty set out in these T&C is granted for the following periods;

- Five years (5) warranty for Products manufactured in titanium, excluding any product manufactured in zirconia;
- One (1) year from the date of shipment from Creodent for Products manufactured in zirconia.

2. Scope of Warranty

Subject to the limitations and exceptions described in these T&C Creodent will provide the following benefits:

Quality Benefits

If the Product has defects in materials or workmanship, that is if the Product does not meet the Creodent quality standards or if the Product does not match the special instructions communicated prior to the design of the Product in question, via our prescription form, then Creodent will remake the Product, at no additional charge.

Surgical Benefits

Creodent recognizes that implants sometimes fail after the Clinician has taken the implant-level impression. Creodent will not accept any responsibility for a failed implant, but does offer the following benefits:

- 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 honor their warranty for the implant (exclusively due to the use of the Products), and the Clinician both meets the “Eligibility” criteria and follows the “Claim Procedure” below, then Creodent 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 then Creodent will in no case be responsible for replacing the implant.

The benefits set out above constitute Creodent sole obligation, and the Clinician's sole remedies, with respect to the Products and the subject matter of these T&C.

3. Eligibility and Claim Procedure

To receive benefits under these T&C, the Clinician must comply with all of the following:

- Warranty claims must, to remain eligible, be reported to Creodent within ninety (90) days from the date on which the claimed defect was discovered. Reporting shall fully comply with the procedure set out herein. Clinician shall contact the Creodent representative or Creodent Customer Service to request a claim form and receive instructions for Product return; and
- The completed claim form, documenting the cause of the claimed failure, must be returned to Creodent accompanied by the Product in question within the time stated above. Any Product must be decontaminated prior to return Creodent; and Clinicians submitting a claim form for surgical benefits, 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
 - Documentation that the implant company refused to honor their warranty (exclusively due to the use of the Products), and receipt/invoice for implants for reimbursement; and
 - Clinician making a claim under these T&C must be current in all amounts owed to Creodent at the time when the claim form is submitted; and
 - All procedures using Products (and implants) – before, during and after implantation – must be performed in accordance with Creodent and (as applicable) other implant company's protocols, guidelines and instructions, as well as generally accepted dental practices.

Transport costs and transport risk shall be borne by the Clinician. The cost of return shipment shall be borne by Creodent in cases covered by the warranty under these T&C.

4. General Limitations of the Warranty

Except for the warranty specified in these T&C, neither Creodent 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, Creodent 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.

5. Warranty Exclusions

Creodent shall not provide benefits under these T&C 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 contra-indicated 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.

For the avoidance of doubt, these T&C, and the benefits and remedies set out herein, shall be exhaustive with respect to the Products and the subject matter of these T&C, and shall exclude any other rights, benefits and/or remedies, such as laboratory and clinical treatment related fees.

6. Modification or Withdrawal of the Warranty

Creodent reserves the right to modify or withdraw these T&C at any time without notice. Any such modification or withdrawal will not affect Products already installed in patient, and fully paid by the Clinician to Creodent, prior to the date thereof.

7. General Conditions of Sale

The warranty provided for under these T&C above shall apply alongside, and in addition to, the warranty and other conditions set out in Creodent general conditions of sale.

These T&C IS VALID as of Sept 1, 2013.