

Biodenta Swiss AG - Guarantee Terms

1. Extent of the guarantee

According to the guarantee programme Biodenta guarantees with respect to the practising dentist, who fitted original Biodenta implants for his patient under the following conditions and terms after the 1.1.2009 that Biodenta will replace it with an equal product. The guarantee includes particularly the normal wear and tear of the components of the dental implant system within the guarantee period of 5 years. With the day of delivering the contractual goods to the customer the guarantee period becomes effective. For every warranty claims, as far as allowed by law, all direct and indirect costs that exceeds the particular replacement with an equal product will be excluded. The guarantee requires that the patient does not display the contraindications, which are described in more detail in the product description, before or during the whole implant fitting period. This commitment is only valid for Biodenta-Products, which are sold directly through Biodenta or an authorised contractual partner in the country concerned. The commitment is only valid in favour of attending practising doctor / dentist. Third parties, particularly patients or sub-suppliers, can claim no rights from it.

2. Guarantee terms and guarantee exclusions

Optimal support of the patient as well as optimal care by the patient are essential conditions for effective implant fitting. Biodenta only undertakes to make a refund if the attachment fails within the period of 5 years, even though the practising dentist or doctor and / or the patient must have fulfilled the following basic conditions:

- 2.1 The dentist or doctor must select the patient carefully. He must inform the patient of all risks and responsibilities associated with the treatment. The patient should also be requested to cooperate.
- 2.2 The indications / contraindications have to be carefully observed and documented.
- 2.3 The instructions from Biodenta in existence at the time of treatment, as well as the approved dental procedural methods have to be considered and applied accordingly before, during and after the implant fitting.
- 2.4 A consistently good level of oral hygiene, ensured by checking, on the part of the patient as well as controls by the dentist at periodic intervals must be guaranteed and documented.
- 2.5 For identification purposes, faulty products must be handed back sterilised. The completed guarantee forms, as well as the necessary additional documents for the compliance of the guarantee terms must be handed in together with the product.
- 2.6 The guarantee is not valid:
 - If Biodenta-Products are not applied or modified according to the instructions of Biodenta or if Biodenta-Products are combined with non-Biodenta-Products.
 - If the contraindications contained in the Biodenta product or application description for the treatment with implants and components are present.
 - For purpose-built items or specially manufactured or modified products.
 - If the failure of an implant is triggered or brought about by an accident, a trauma or by other damage caused by the patient or a third party.

3. Procedure for guarantee claims

If you consider that you meet the conditions for claiming under guarantee, you must submit a completed and signed guarantee form (including therein the requested enclosures) to Biodenta. This must be done within the context of the guarantee process at least three months after the failure of the implant and / or the components. All components must be returned sterilised.

4. General guarantee restrictions

The guarantee listed in this document is the only guarantee by Biodenta. This guarantee, as well as the warranty rights, secedes from the delivery contract. The client is free to do assert rights in respect of his supplier or rights under this guarantee. Biodenta (including the companies associated with Biodenta) or distributors of Biodenta do not give any warranty or promise (assertive or implied, written or oral) concerning Biodenta components. This includes, amongst other things, any implied warranty of marketability, durability or suitability for a specific purpose.

This guarantee does not extend to consequential damages of any sort, and Biodenta (including the companies associated to Biodenta) exclude any accountability towards a practising dentist or doctor for lost business, loss of earnings or receipts or lost profits. Moreover, Biodenta excludes the warranty with respect to the practising dentist or doctor regarding the compliance or noncompliance of general approved dental procedural methods. Furthermore, liability for all direct or indirect damages as well as incidental or consequential damage, which is associated directly or indirectly with Biodenta products, Biodenta service or information, will be excluded.

5. Termination

Biodenta may amend or terminate this guarantee programme at anytime with relation to any product or service or regarding the entitlement of a specific practising dentist or doctor.

6. Miscellaneous

By purchasing of Biodenta products, the practising dentist or doctor accepts the conditions for participation of this guarantee program which are defined in this document.

CH-9442 Berneck, 1st January 2009