

These warranty Terms & Conditions covers Open Implants components (“Products”). Warranty coverage only extends to the Open Implants customer (distributor, dentist, dental clinic, laboratory) and is not for the benefit of any other person or entity, including any patients and other intermediate suppliers.

## WARRANTY PERIOD

The warranty is granted for the following periods and subject to limitations and exceptions:

- For all Open Implants parts, 5 years
- For implants with Open Implants abutments, 5 years.

## SCOPE OF WARRANTY

The following benefits are subject to the limitations and exceptions described in these terms and conditions.

If the Product has defects and does not meet the Open Implants quality standards, Open Implants will replace the product at no additional charge.

Open Implants will not accept any responsibility for a failed implant, but does offer the following benefits:

- If the Open Implants Product is placed on the implant along with the restoration and taken into function, then the company who provided the failed implant should be the primary resource for implant-related claims.
- If the implant company refuses to honor their warranty for the implant (exclusively due to the use of the Products), then Open Implants will reimburse the Clinician for the actual and verifiable purchase cost of a replacement implant product, and will replace the Open Implants Product, at no additional charge.

## ELIGIBILITY AND CLAIM PROCEDURE

To receive benefits:

- Warranty claims must, to remain eligible, be reported to Open Implants within thirty (30) days from the date on which the claimed defect was discovered. Contact Open Implants customer service to request a complaint record form and receive instructions for Product return.
- The completed complaint record form, documenting the cause of the claimed failure, must be returned to Open Implants accompanied by the Product in question within the time stated above. Any Product must be decontaminated prior to return to Open Implants.
- Use of Products must be performed in Open implant company’s protocols, guidelines and instructions, as well as generally accepted practices.
- When submitting a complaint record form, provide the following items:
  - documentation of the case and demonstration that implants were indicated and that no contraindicated 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.

Transport costs and transport risks will belong to the claimant.

## LIMITATIONS

Except for the warranty specified, neither Open Implants nor any representatives or its affiliates, 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, Open Implants 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.

## EXCLUSIONS

Open Implants warranty will not be assumed if;

- Failure is due to normal wear and tear.
- Products have been modified, grinded or deburred.
- The implant has manufacturing defects.
- Immediate restoration.
- Failure of Open Implants abutment components or the implant due to patient contraindications.
- Damage of Open Implants abutment components or the implant due to external influences such as force, accident, or non-professional treatment.
- Failure of Open Implants abutment components or the implant due to patient due to patient alcoholism, smoking, drugs consumed or diabetes.

Benefits exclude any other rights and/or remedies, such as laboratory and clinical treatment related fees.

## 6. SUBJECT TO CHANGE

Open Implants reserves the right to modify or withdraw these terms and conditions at any time without notice. Any such modification or withdrawal will not affect Products already installed in patient, prior to the date thereof.