

DITRON DENTAL USA

RETURN POLICY & TREATMENT PROVIDER WARRANTY

Return Policy

Ditron Dental USA, LLC provides the Buyer indicated on the Order Form ("you") with a 30-day product exchange return right ("Return Period") on any unmarked and unopened items for those items in which you can provide proof of purchase for same and return of same in original packaging. Thereafter such Return Period, Ditron Dental USA reserves the right to reject any such return and if Ditron Dental USA accepts any such return it shall assess a 20% restocking fee. Any and all returns shall be provided for an exchange of similar item(s) only and not for return of cash payment.

Limited Warranty

1. Lifetime Warranty for Ditron Dental USA Dental Implants and Prosthetic Components

Subject to the limitations provided hereunder, Ditron Dental USA provides a lifetime guarantee when used in accordance with the supplied Instructions for Use (IFU) and the company's protocols. The guarantee includes replacement for any Ditron Dental USA dental implant that fails to remain in the bone following a proper implant procedure by a dentist, dental specialist or physician ("Treatment Provider"). The dental implant and Ditron Dental USA prosthetic components placed on the dental implant at the time of failure will be replaced for free with the same or comparable dental implant and prosthetic components. Ditron Dental USA also guarantees to replace free of charge any non-temporary and non-provisional Ditron Dental USA prosthetic component that fails with the same prosthetic component. Ditron Dental USA will also replace free of charge any other non-temporary and non-provisional Ditron Dental USA prosthetic component or the Ditron Dental USA dental implant on which the failed Ditron Dental USA prosthetic component is placed with a Ditron Dental USA prosthetic component or Ditron Dental USA dental implant, if said prosthetic component or dental implant needs to be replaced in course of the replacement of the failed Ditron Dental USA prosthetic component.

2. Scope of Warranties

Any warranty given under this Warranty Program is limited to only replacement of the failed product and of such additional components (dental implants and prosthetic components) as set out in Section 1 above. Shipping costs for the replacement product(s) to the Treatment Provider are included in this warranty. In the event that one of the Ditron Dental USA products under warranty is no longer commercially available, an alternative solution may be chosen at the discretion of Ditron Dental USA, including providing a refund or equivalent product. Ditron Dental USA does not compensate or reimburse Treatment Providers, the patient, dental lab or others for any additional components, instruments, treatment costs, or other costs and expenses in any way arising out of or in any way related with the replacement or failure of a Ditron Dental USA product.

3. Eligibility for Warranty

In order to receive benefits under the Ditron Dental USA Warranty Program, a Treatment Provider must:

- i. Perform treatments in accordance with Ditron Dental USA prescribed and published IFU's described in Section 1 above.
- ii. Comply with generally accepted dental practices at all times.
- iii. Comply with the handling and material instructions of Ditron Dental USA as published at the time of preparation, design and finishing.
- iv. Not have attempted or used any contraindicated dental implant and prosthetic techniques.
- v. Use original Ditron Dental USA products exclusively and not in combination with any other manufacturer's products, except as otherwise indicated above.
- vi. Ensure that the patient complies with generally accepted standards of proper daily oral hygiene.
- vii. Ensure that the patient keeps all scheduled post-treatment dental appointments.
- viii. Have an account in good standing that is current and with no past due payments to Ditron Dental USA or any affiliated company.

Non-compliance with any points (i) through (viii), respectively, above will null and void all warranties offered by Ditron Dental USA.

4. Trauma

Ditron Dental USA will not furnish any benefits under this Warranty Program (with respect to any Ditron Dental USA product) if the failure of the product was in connection with or related to physical trauma or caused by the patient in any manner.

5. Customized Products Excluded

This Warranty Program does not apply to any products that are specially manufactured or modified or customized for and/or at the request of a Treatment Provider, including but not limited to any temporary dental implant systems.

6. Submitting a Warranty Claim

In order to submit a proper claim hereunder, a Treatment Provider must send a signed and completed Ditron Dental USA Warranty Questionnaire (supplied at request) accompanied by the failed product(s) and any other components used by the Treatment Provider to Ditron Dental USA within thirty (30) days of the product failure occurrence. All dental implant products and components submitted with a claim must be sterilized prior to sending to Ditron Dental USA. In the case of a dental implant failure, an x-ray of the failed dental implant must be included with the completed Warranty Questionnaire.

7. Modification or Termination of Warranty Program

Ditron Dental USA may modify or terminate this Warranty Program at any time in whole or in part without advance notice. Changes to or the termination of the Warranty Program will not affect the warranties given under this Warranty Program for products installed prior to the date of the change or termination.

8. Limitations on Warranty Program

EXCEPT FOR THE WARRANTIES DESCRIBED IN SECTIONS 1 AND 2 ABOVE, THE PRODUCTS ARE PROVIDED 'AS-IS NEITHER DITRON DENTAL USA NOR ANY AFFILIATED COMPANY WHICH MANUFACTURES OR DISTRIBUTES ANY DITRON DENTAL USA PRODUCT AND COMPONENT MAKES ANY WARRANTY WITH RESPECT TO DITRON DENTAL USA PRODUCTS AND COMPONENTS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED GUARANTEES OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Ditron Dental USA and its affiliates disclaim any and all liability for lost earnings, income or profits, failure of a Treatment Provider to conform to generally accepted standards of dental practices, and all other direct or indirect, incidental or consequential damages resulting or arising from the design, composition, condition, use or performance of Ditron Dental USA products and components. DITRON DENTAL USA'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT AND THE SALE OR USE OF ANY PRODUCT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE. DITRON DENTAL USA IS NOT LIABLE FOR PERSONAL INJURY RESULTING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR INSTALLATION OF ANY UNITS OF PRODUCTS.

9. Application of Warranty to Treatment Providers ONLY

The warranties given under this Warranty Program are exclusively for the benefit of eligible Treatment Providers and are not for any other person or entity, including any patient.

10. Defective Items

All sales are final unless a product is defective. Any defective products returned to Ditron Dental USA must be in the original packaging and must include an invoice number and purchase date. Any returned product must be shipped in a safe, protective packaging such as a padded envelope or padded box.