

Neoss represents the state-of-the-art in dental implant design, production and implementation. This enables clinicians and their patients to be confident and assured of the quality, support and service that will be provided. As part of the ongoing development and clinical follow-up of the Neoss Implant System we need to gather information relating to the performance and handling of Neoss products.

## Conditions and exclusions

For the Neoss Warranty Program to be applicable the following principles of good practice **must** have been followed.

1. The clinician should be able to provide evidence that:
  - 1.1 the patient has been informed of and consented to the treatment procedure, likely outcome, possible complications and necessary maintenance procedures associated with dental implant treatment;
  - 1.2 clinical treatment protocols have been implemented and followed, which follow principles of good clinical practice gained from a recognized educational program;
  - 1.3 Neoss products have been used in accordance with their instructions for use and manuals, and all indications and contra-indications have been observed; and
  - 1.4 patients have maintained a good standard of oral hygiene and have attended for regular follow-ups, **and**
  - 1.5 **the product was paid for by the due date.**
2. If Neoss products (e.g. Neoss Matrix abutments) are used in combination with other third party products:
  - 2.1. they must be used in combination with components from a Neoss recognized supplier and
  - 2.2. **such components must have been approved in writing, as compatible with the Neoss products**
  - 2.3. it will be at Neoss' sole discretion whether or not to replace the Neoss and/or third party products.
3. Products must be returned sterile within 90 days of incident to the local subsidiary/distributor **and in no event later than the dates describes below.**

If any of these conditions are not observed to Neoss satisfaction, **in its sale discretion Neoss may** exclude **the product** from the Neoss Warranty Program.

This warranty program shall not cover products that need replacing due to misuse or failure to follow the manufacturer's instructions. Also excluded from the warranty program are products which have been custom-made, modified or involved in a failure caused by an accident, a trauma, and **abnormal working conditions** or by any other damaged caused by the patient or a third party.

**Subject to the conditions above**, under the Neoss Warranty Program, Neoss will at **its choice repair or** replace, free of charge:

- any implant component placed, but un-restored for up to ten years following placement;
- any implant and abutment used in combination for up to ten years following placement (with the exception of ball abutments and semi-rigid connectors where the warranty is one year);
- any instrument manufactured by Neoss (excluding drills, countersinks and taps not functioning appropriately) within one year of purchase (unless the damage or failure has been caused by normal wear and tear);
- any ancillary components (e.g., abutment screws) where assembly has taken place using Neoss instruments and following the instructions for use.

## How to use the Neoss Warranty Program

The Neoss Warranty Program is available to those clinicians who have purchased and used Neoss products from a Neoss-approved subsidiary or distributor, for use in the treatment of their patients only. The program is not transferable between patients or clinicians. **No other party is intended to be a third part benefiting of this warranty program.**

In order to use the Neoss Warranty Program, a Neoss Warranty Form must be obtained from the supplier and must be completed in full and returned to the local subsidiary/dealer within **the time periods noted in this warranty program.**



# The Neoss Warranty Program

Neoss Inc

## General limitations and exclusions of liability

Neoss, its subsidiaries and distributors shall not be liable under any other guarantee or assurance, expressed or implied, with respect, but not limited to, any guarantee of merchantability, durability or fitness for a particular use that is not contained in this warranty program.

Neoss, its subsidiaries and distributors shall not be liable for any **incidental, indirect, special or consequential loss or damage of any nature including but not limited to** loss of business, earnings income or profit **even if Neoss has been advised of such potential loss or damage, whether caused by the negligence of the company, its employees or agent or otherwise.** Neoss also disclaims all liability with respect to direct or indirect losses caused by failure of a treatment provider to conform to an acceptable and recognized standard of implant practice.

Neoss, its subsidiaries and distributors entire liability under the contract of sale of the Neoss products and/or services shall be limited to the price paid for the relevant products and/or services. **These limitations are reflected in the pricing of the products.**

## Termination

Neoss may modify or terminate this warranty program at any time with respect to any product or service or with respect to the eligibility of a specific provider.