

OsteoCare Implant System Limited

OsteoCare Warranty

1. Interpretation and Scope

- 1.1. This Warranty shall form part of the Terms and Conditions and shall apply to the Contract. Unless the contrary intention appears, words and expressions defined in the Terms and Conditions have the same meaning in this Warranty and any provisions in the Terms and Conditions concerning matters of construction or interpretation also apply in this Warranty
- 1.2. This Warranty can only be enforced by a Customer who is also a clinician dentist, dental practitioner, dental surgeon or other dental professional in all cases who is registered with the General Dental Council (or its equivalent regulatory body if the customer is registered outside the United Kingdom). For the avoidance of doubt, this Warranty cannot be enforced by any third party or patient.
- 1.3. This Warranty covers the replacement of Goods only; OsteoCare will not be liable to provide any reimbursement or compensation in relation to any additional tools, treatment costs or other costs or expenses arising out of or in connection with the replacement of faulty or failed Goods.
- 1.4. This Warranty, together with the Terms and Conditions, sets out the entire liability of OsteoCare to the Customer in relation to the Goods.

2. Warranty

2.1. OsteoCare shall, subject to clause 2.2:

- (a) replace any OsteoCare implant that is defective or fails to remain in the bone in which it is implanted along with any restorative components placed on the implant at the time of failure;
- (b) replace any non-temporary and non-provision OsteoCare restorative component that is defective or fails within three years after being placed in the patient's mouth;
- (c) replace any OsteoCare manufactured instrument (including but not limited to drivers, osteotomes, ridge expanders, and OsteoCare tools used in the placement or restoration of OsteoCare implants) that are defective or fails within one year from the date of the initial invoice which relates to that instrument; and
- (d) replace any surgical drills and taps that are defective or fail within 90 days from the date of the initial invoice which relates to that instrument.

2.2. Subject to clause 2.3, if:

- (a) the Goods are defective or fail as a result of a failure of the material strength and stability of the product;
- (b) the Customer gives notice in writing to OsteoCare and completes, signs and returns a product claim form with product where possible and pre and post operative x-rays to OsteoCare during the period set out above and in any event within 90 days of discovery that some or all of the Goods are defective or have failed;
- (c) OsteoCare is given a reasonable opportunity of examining such Goods;
- (d) the Customer (if asked to do so by OsteoCare) returns such Goods to OsteoCare's place of business in a sterilised condition, disinfected if appropriate; and
- (e) none of the events listed in clause 2.3 apply,

OsteoCare shall, at its option, repair or replace the defective Goods with the same or substantially equivalent product.

2.3 OsteoCare shall not be liable for defective or failed Goods in any of the following events:

- (a) where the failure or defect arises due to any factor which does not directly relate to the design and manufacture of the Goods;

- (b) the defect or failure arises because the Customer failed to follow OsteoCare's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the Goods have been used in combination with any other manufacturer's products;
- (d) the Goods are a single-use product;
- (e) the patient has not complied with generally accepted standards of good oral hygiene including, for implants, oral hygiene maintenance examinations twice a year;
- (f) the defect or failure arises as a result of fair wear and tear, wilful damage (including but not limited to an accident or trauma caused by the patient or a third party), negligence or abnormal storage or working conditions; or
- (g) the defect or failure is caused by a recognised contraindication to successful implant integration, including but not limited to diseases related to alcoholism, uncontrolled diabetes and drug dependency.

3. Modification or Termination

3.1. OsteoCare may cancel or modify this Warranty at any time in whole or in part.

3.2. Any cancellation or modification of this Warranty shall not effect the Warranty for Goods supplied and installed prior to the date of the cancellation or modification.

4. Limits and Limitations

4.1. The provisions of the Conditions relating to Limitation of Liability (clauses 5.4, 5.8 and 9) shall apply to this Warranty.