

1. GUARANTEE BENEFICIARY AND SCOPE OF THE GUARANTEE

This guarantee (subsequently referred to as “MEDENTiKA[®] Guarantee”) from MEDENTiKA[®] GmbH, Hügelsheim, Germany (subsequently referred to as “MEDENTiKA[®]”) applies exclusively to the products listed below and in favor of the attending physician/dentist/dental technician (subsequently referred to as the “User”). Third parties, particularly patients or intermediate suppliers, may not derive any rights from this guarantee. The MEDENTiKA[®] Guarantee covers the replacement of products of the MPS (Multi Platform Systems) and IPS (Implant Systems) product lines, as defined in the overview in Section 2.

The MEDENTiKA[®] Guarantee only covers the replacement of MEDENTiKA[®] products, not any associated costs, particularly those for required treatments. We also provide an external implant guarantee for implants of other manufacturers, authorized by us, when used in combination with the MEDENTiKA[®] abutment.

This guarantee applies if the manufacturer of the implant refuses to acknowledge its own guarantee for its implant because it was combined with a MEDENTiKA[®] abutment.

2. GUARANTEE CONDITIONS

MEDENTiKA[®] hereby guarantees that, if any MEDENTiKA[®] product is defective as a result of a failure of the material strength or stability of the MEDENTiKA[®] product during the guarantee periods set out in Section 2, MEDENTiKA[®] will replace the MEDENTiKA[®] product with the same or substantially equivalent product as described in Section 2. The guarantee periods stated above commence at the time of treatment with a MEDENTiKA[®] product by the User, provided that the following guarantee conditions are collectively met and documented:

- 2.1** MEDENTiKA[®] products are not used in combination with any other manufacturer's products if such combination does not correspond with the intended use/compatibility specified by MEDENTiKA[®].
- 2.2** Return of the MEDENTiKA[®] products in sterilized condition or disinfected, if applicable, or as stated in the instructions for use;
- 2.3** Compliance with and application of MEDENTiKA[®]'s instructions (including the instructions for use) valid at the time of treatment, as well as recognized dental procedures before, during and after the treatment;
- 2.4** Good oral hygiene of the patient as monitored by the User;
- 2.5** No guarantee claim resulting from an accident, a trauma or any other damage caused by the patient or a third party;
- 2.6** Submission of a completed and signed complaint form no later than three months after a guarantee case arises;
- 2.7** For customized MEDENTiKA[®] products the User shall provide MEDENTiKA[®] with the design data.
- 2.8** Special requirements for the “external implant guarantee”:

The complaint must first be submitted and approved. The “external implant guarantee” claim must be submitted within three months of the guarantee case. We guarantee external implants for the period stated on the manufacturer's guarantee, but at most for life from delivery.

3. LIMITS AND LIMITATIONS

This MEDENTiKA[®] Guarantee is the only guarantee provided by MEDENTiKA[®] and shall apply in addition to the warranty rights conferred under the supply contract. The User remains free to claim rights against his/her supplier.

MEDENTiKA[®] HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY EXCLUDES ANY LIABILITY FOR LOST EARNINGS AND DIRECT OR INDIRECT DAMAGES AS WELL AS COLLATERAL AND CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY RELATED TO MEDENTiKA[®] PRODUCTS, SERVICES OR INFORMATION.

4. GUARANTEE TERRITORY

This MEDENTiKA[®] Guarantee applies worldwide to MEDENTiKA[®] products sold by a MEDENTiKA[®] affiliated company or an official distributor of MEDENTiKA[®].

5. MODIFICATION OR TERMINATION

MEDENTiKA[®] may modify or terminate this MEDENTiKA[®] Guarantee at any time in whole or in part.

Changes to, or the termination of, the MEDENTiKA[®] Guarantee will not affect the guarantee given for MEDENTiKA[®] products inserted prior to the date of the change or termination.