

MODERN DENTAL EUROPE B.V. IMPLANT ABUTMENT WARRANTY POLICY AND ITS 100% SUBSIDIARIES

1. Guarantee Beneficiary and Scope

This warranty (hereafter referred to as the “Modern Dental Europe B.V. Guarantee”) is provided by Modern Dental Europe B.V., located in Alphen aan de Rijn, The Netherlands. This warranty is extended solely to the direct recipients of our dental solutions and does not confer any rights to third parties, including patients or intermediate suppliers. Modern Dental Europe B.V. provides a 15 years warranty on in house produced implant abutments (Ti-base, Individual abutment or angulated abutments). The warranty exclusively covers the replacement and production of Ti-Base, individual abutments or angulated abutments on implants. It does not cover any associated costs, such as but not limited to additional treatments. We will also guarantee third party implants used in combination with our abutments excluding immediate restorations; this third party warranty will apply if the manufacturer of the implant used limits or refuses its guarantee on the implant because it was used in combination with our in house abutments. This warranty is applicable only to our in-house produced individual abutments, Ti-base abutments and angulated abutments. For all other products and brands, the warranty policy of the respective manufacturer applies.

2. Warranty Conditions

Modern Dental Europe B.V. guarantees that if any of its products are found to be defective due to a failure in material strength or stability during the first 15 years of service. Modern Dental Europe B.V. will replace the defective product with the same or a substantially equivalent product, as specified in Section 2. The warranty period begins at the time of the initial placement of the abutment on the implant. The following conditions must be met and documented for the warranty to be valid:

- 2.1** Modern Dental products must have been used exclusively and not in combination with products from other manufacturers.
- 2.2** A completed and signed warranty form must be submitted no later than 30 days after the warranty claim arises.
- 2.3** The defective products must be returned in sterilized condition, disinfected if appropriate, or as indicated in the instructions for use.
- 2.4** Compliance with the instructions (including those in the instructions for use) that were valid at the time of treatment, as well as recognized dental procedures during and after treatment.
- 2.5** The patient's oral hygiene must have been properly monitored and maintained by the user and no signs of peri-implantitis or history of periodontal disease.
- 2.6** The warranty does not cover cases resulting from accidents, trauma, or any other damage caused by the patient or a third party.
- 2.7** For customized replacement products, the user must provide Modern Dental Europe B.V. with the design data if it is not already available.
- 2.8** A new intra oral scan or impression is always needed to start a warranty case including the filled in warranty form and the original invoice.
- 2.9** In case of third party warranty on implants as described in section 1 we limit the price for an implant to 300 euro including VAT.

3. Limits and Limitations

The Modern Dental Europe B.V. Warranty is the only warranty provided by Modern Dental Europe B.V. Modern Dental Europe B.V. expressly disclaims any other warranties, whether express or implied. Furthermore, Modern Dental Europe B.V. excludes any liability for lost earnings, direct or indirect damages, as well as collateral and consequential damages, whether directly or indirectly related to Modern Dental Europe B.V. products, services, or information.

4. Warranty Territory

This warranty applies only to Modern Dental Europe B.V. products sold within Europe by Modern Dental Europe B.V. or its affiliated companies.

5. Modification or Termination

Modern Dental Europe B.V. reserves the right to modify or terminate this warranty at any time, in whole or in part. Any changes or termination of the Modern Dental Europe B.V. Warranty will not affect the coverage of products installed prior to the date of the modification or termination.