

Limited Warranty

Z-systems USA, Inc.

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These warranty terms apply to all Zirkolith® / Rapide / Evo Rapide® / SLM® implants manufactured and sold by Z-Systems USA, Inc or its subsidiaries and authorized sales partners.

The warranties apply to the benefit of entitled treating dentists who have bought the products directly from Z-Systems or from an authorized sales partner. The warranties do not apply to patients, laboratories or intermediary dealers.

1. Term

The warranty applies for 10 years from the delivery date of the implants.

2. Warranty Scope

If the product shows material or processing faults, which means that the product does not meet Z-Systems' quality standards, Z-Systems will replace the product at no additional cost.

Z-Systems warrants that the Zirkolith® implants which do not remain in the bone after their implant, will be replaced. Z-Systems will replace the implant with a Z-Systems implant that is equivalent in value. Thus, changes regarding diameter and length are possible.

The aforementioned services are Z-Systems' only obligation, and the only claims for damages by dentists in regards to the product and the object of this warranty provision.

3. Rights

The following points must be fulfilled in order to claim the warranty services:

- The implant that was used must come from Z-Systems.
- The treatment must comply with the indications described in the surgical manual, and may not show any negligent deviation from said manual.
- No remaining payments may be due from the treating dentist at the time of the registration of damages.
- Should these provisions not be adhered to, claims for warranty services from Z-Systems shall become null and void.

4. Claims

In order to make claims, these must be registered with Z-Systems within thirty (30) days after determination of a defect. The message must comply with the procedures as described in this warranty. The dentist must register with Z-Systems' sales representative or customer service in order to request a complaint form, and receive instructions to send back the product.

The FO-34.04 damage form, which documents the cause of the claimed error, must be filled out, and

must be sent back with the product in question and X-ray images within ninety (90) days to Z-Systems. The data will be treated confidentially. All products must be sterilized before being sent back to Z-Systems.

Dentists who submit a damages form for surgical services must provide a case description, from which one can determine that the implant was used as per indication, and that there were no contraindications in the treated patient.

The transport costs and risks for sending back the product are borne by the dentist. The costs for delivering a replacement will be borne by Z-Systems as long as they are covered by these warranty provisions.

5. Warranty Exclusion

No warranty services will be provided as per these warranty provisions if

- the product failure is caused by trauma, an accident, or an intentional or grossly negligent injury is caused to the patient or a third party; or
- the failure of the product was caused by use in patients with known contraindications in regards to successful implant integration; or
- the failure of mechanically-stressed components can be traced back to usual wear or a worsening of the patient's health situation (chemotherapy, disease- or age-related bone loss, etc.).

6. Change in Warranty Services

Z-Systems can completely change or terminate the limited warranty at any time without notice, whereby the change or termination can only impact implants which have been used after the date of the change or termination.

7. Exclusion of Liability

Z-Systems declines any further liability to treatment providers. Treatment providers' and laboratories' costs, fees and lost profits will not be borne by Z-Systems.

8. Validity

This warranty service applies to all Z-Systems companies from August 1, 2013. Other conditions may apply for markets which are served by distribution partners. You can obtain information from your respective local branch office.

The place of jurisdiction is the Commonwealth of Massachusetts, USA