

WE'RE HERE TO HELP

## Warranty & Complaints

Neoss products are engineered for continual high performance, however, if you experience an issue with your Neoss product, we would appreciate your time in submitting the relevant form below. Your feedback is important for the continued development of our products and services.

BECAUSE WE KNOW OUR PRODUCTS WORK

## Neoss Warranty Program – Products installed after 01.01.2023

Neoss provides warranties for certain Neoss products. The terms and conditions of these warranties are set out in this Neoss Warranty Program ("Warranty Program"). For the Warranty Program to be applicable all procedures using the products – before, during and after implantation – must be performed in accordance with Neoss protocols, guidelines, and instructions, as well as generally accepted dental practices.

**Under the Warranty Program, Neoss offers the below warranties and will if applicable replace the equivalent product, free of charge:**

<b>Lifetime warranty (&lt; 99 years)</b>	Neoss implants if restored with Neoss original or ARC Solutions AB prosthetics.
<b>10 years warranty</b>	Neoss metal abutments if used in combination with a Neoss implant.
<b>5 years warranty</b>	Neoss ceramic abutments if used in combination with a Neoss implant.
<b>2 years warranty</b>	Neoss instruments not functioning appropriately. Unless the damage or failure has been caused by fair wear and tear, not following the instructions for use or the guideline for maintenance.  Neoss components (e.g., abutment screws) where assembly has taken place using Neoss instruments, following the instructions for use.
<b>1 year warranty</b>	Ball abutments and semi-rigid connectors.

In case of granted warranty for a Neoss ProActive implant, Neoss will also replace the used Neoss abutment or ARC customized restoration free of charge to restore the implant.

**Under the Warranty Program, Neoss will not replace:**

- ✓ Products which need replacing due to misuse or failure to follow the manufacturer's instruction.
- ✓ No primary stability cases – spinners products which have been modified.
- ✓ Damage caused by patient.
- ✓ Third party product.

## How to use the Warranty Program

The 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 clinicians' treatment of their patients only. The Warranty Program is not transferable between patients or clinicians.

To use the Warranty Program, a Neoss Warranty Form must be obtained from the Neoss website and must be completed in full and returned to the local subsidiary/distributor within 45 days of the event.

Products must be **returned sterile** to the local subsidiary/distributor with a completed Complaint/Warranty Form. Products returned unsterile will not be replaced by Neoss.

## General limitations and exclusions of liability

Nothing in this warranty shall affect a consumer's statutory rights.

**Except as expressly set forth herein, neoss makes no warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied, with respect to the goods, nor in any event will neoss be held liable for any incidental, indirect, special or consequential damages, including, but not limited to, lost profits or direct or indirect losses caused by the failure of a clinician to comply with any and all acceptable and professionally recognized standards of implant practice in the dental industry.**

Neoss, its subsidiaries and distributors entire liability under the contract of sale of the Neoss products shall be limited to the price paid for the relevant products and/or services.

## Termination

Neoss may modify or terminate this Warranty Program at any time and in its sole discretion with respect to any Neoss product or service or the eligibility of a specific clinician.

- ✓ Products installed before 31.12.2022 are eligible for warranty program (10423 revision 1).
- ✓ Products installed starting 01.01.2023 are eligible for warranty program (10423 revision 2).

## Applicable Law

The Warranty Program is a global policy and may be superseded by applicable governmental or jurisdictional requirements.

# Neoss Warranty Program – Products installed before 31.12.2022

## Conditions and exclusions

For the Neoss Warranty Program to be applicable we have to be confident that the following principles of good practice 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 recognised 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.
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 recognised supplier (a list of these is attached as Annex 1); and
  - 2.2. 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.

If any of these conditions are not observed to Neoss' reasonable satisfaction, it can mean that the product is excluded from the Neoss Warranty Program.

This warranty program shall not cover products which 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 or by any other damaged caused by the patient or a third party.

## Under the Neoss Warranty Program, Neoss will 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 fair 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.

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 90 days of event.

## **General limitations and exclusions of liability**

Nothing in this warranty shall affect a consumer's statutory rights. Nothing in this warranty program shall limit or exclude Neoss, its subsidiaries and distributors' liability for fraud, or for death or personal injury caused by their negligence.

Neoss, its subsidiaries and distributors shall not be liable under any other any 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 consequential loss or damage or for any loss of business, earnings income or profit.

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 recognised 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.

## **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.