

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:

Lifetime warranty (< 99 years)	Neoss implants if restored with Neoss original or ARC Solutions AB prosthetics.
10 years warranty	Neoss metal abutments if used in combination with a Neoss implant.
5 years warranty	Neoss ceramic abutments if used in combination with a Neoss implant.
2 years warranty	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.
1 year warranty	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.