

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 (eg. 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.