

Alpha Bio Tec. Warranty Program – Terms and Conditions

Alpha Bio Tec. provides warranties for Alpha Bio Tec`s Implants. The terms and conditions of these warranties are set out in this Alpha-Bio Tec. Warranty Program (the “**Warranty Program**”):

1. Warranties for Treatment Provider¹

1.1 Lifetime warranty for implants

Alpha-Bio Tec. guarantees to replace any Alpha-Bio Tec. implant that fails to remain in the bone in which it is implanted. Alpha-Bio Tec. will replace free of charge the implant

2. Scope of warranties

Any warranty given under this Warranty Program is limited to the replacement of the failed implant as set out in clauses 1.1 In particular, Alpha-Bio Tec. does not compensate the Treatment Provider or the patient for any additional components, tools, treatment costs, or other costs and expenses arising out of or in connection with the replacement of the failed implant. In case one of the products that is to be replaced under the warranties set out herein is no longer commercially available, an alternative solution may be chosen.

3. Eligibility

3.1 To receive the benefits of the warranties set out in clauses 1, the Treatment Provider must:

- a. Have solely used original Alpha-Bio Tec. surgical and prosthetic components in the patient case in which the Alpha-Bio Tec. implant failure occurred, including implants, cover screws, healing abutments, temporary abutments, prosthetic screws and prosthetic parts,
- b. Have performed the treatment in accordance with Alpha Bio Tec.’s prescribed procedures and instructions as published at the time of the treatment and in accordance with accepted dental practice, in particular did not use any contraindicated implant and restorative Techniques.
- c. Ensure that the patient complies with generally accepted standards of good oral hygiene. For implants, oral hygiene maintenance examinations twice a year are recommended.

¹ For the purpose of this Warranty Program, “Treatment Provider” means dentists, physicians and dental technicians.

- d. At the time of submission of a Product Replacement Form, have its Alpha-Bio Tec. account in good standing, meaning that all payments owing to Alpha-Bio Tec., any affiliated company or official distributor are current.
 - e. Any non-compliance with points (a) through (d), respectively, above will make the warranties set out in this Warranty Program null and void.
- 3.2 Alpha-Bio Tec. is not obliged to furnish any benefits under this Warranty Program with respect to any Alpha-Bio Tec. product, if the failure of the product was caused by trauma or by the patient.
- 3.3 This Warranty Program does not apply to any products that are specially manufactured or modified at the request of the Treatment Provider as well as temporary implant systems.

4. Claims

- 4.1 To raise a claim under this Warranty Program, you have to send a completed Product Replacement Form accompanied by the failed product and the other components placed by the Treatment Provider to Alpha-Bio Tec. within three months after the product failure occurred. In case of an implant failure or fractured, an x-ray of the failed implant prior to the failure is mandatory. Prior to submitting the implant and the other components used in the treatment, ensure that all products are sterilized.

5. Modification or termination of Warranty Program

Alpha-Bio Tec. may modify or terminate this Warranty Program at any time in whole or in part. Changes to or the termination of the Warranty Program will not affect the warranties given under this Warranty Program for implants installed prior to the date of the change or termination.

6. Limitations on Warranty Program

EXCEPT FOR THE WARRANTIES DESCRIBED IN CLAUSES 1 ABOVE, NEITHER ALPHA-BIO TEC. NOR ANY AFFILIATED COMPANY WHICH MANUFACTURES OR DISTRIBUTES ANY ALPHA-BIO TEC. COMPONENTS MAKES ANY WARRANTY WITH RESPECT TO ALPHA-BIO TEC. COMPONENTS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED GUARANTEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In addition, Alpha-Bio Tec. and its affiliates disclaim all liability to a Treatment Provider for lost earnings, income or profits, failure of a Treatment Provider to conform to generally accepted standards of dental practices and all other direct or indirect, incidental or consequential damages resulting or arising from the design, composition, condition, use or performance of Alpha-Bio Tec. components.

7. Application of warranty

The warranties given under this Warranty Program are exclusively for the benefit of eligible Treatment Providers and are not for any other person or entity, including any patient, except for the warranty given directly to the patient in clause 2 above.

8. Entire agreement

8.1 Except as set forth in this Warranty Program, neither Alpha-Bio Tec. nor any affiliate of Alpha-Bio Tec. makes any representation, warranty, covenant or other undertaking relating to Alpha-Bio Tec. products. This Warranty Program sets forth the entire understanding and supersedes all prior agreements and discussions relating to the subject matter contained herein.

8.2 This Warranty Program applies to Alpha-Bio Tec. Ltd. and all official distributors.

(Alpha-Bio Tec. Warranty Program – version April 2016)