

I. GUARANTEE SCOPE AND BENEFICIARY

This LASAK Guarantee, provided by the company, LASAK s.r.o., Českobrodská 1047/46, Prague 9 – Hloubětín, Czech Republic (hereinafter “LASAK”), applies to the products listed below and is in favour of the attending physician or dentist only (the “User”) in accordance with the conditions listed below. Third parties, particularly patients or intermediate suppliers, may not derive any rights from this LASAK Guarantee. Any medical entity that is financially in debt to LASAK for delivered goods or services is, however, excluded from this guarantee.

The LASAK Guarantee covers the replacement of LASAK dental implant system products. Unless otherwise specified, the LASAK Guarantee only covers the replacement of LASAK products and not any associated costs including, but not limited to, chair time, lab fees and any other associated treatment.

2. GUARANTEE SCOPE AND CONDITIONS

The guarantee periods shown below commence at the time of delivery of the LASAK products to the User, unless explicitly stated otherwise.

25-year guarantee on osseointegration:

LASAK hereby guarantees that, in the case of a loss or a failure of the implant within 25 years from the implantation date, LASAK will replace the implant free of charge, including a cover screw and an abutment (if restored with a crown).

10- or 5-year guarantee on material:

LASAK hereby guarantees that, in the case of a strength and stability failure of the LASAK product material within the guarantee periods shown in the table below, LASAK will replace the product with the same or a substantially equivalent product as shown in the table.

LASAK CadCam – guarantee on all systems:

LASAK hereby guarantees that, in case the manufacturer of the implant, as a third party, refuses implant replacement based on an alleged failure due to the use of LASAK individual milled solutions, using a CAD/CAM method, within 10 years after the implant insertion, LASAK will provide the implant and the superstructure free of charge.

Guarantee overview:

Products to which the guarantee applies	Dental implants	Standard and esthetic abutments, CAD/CAM milled individual abutments, bridges (superstructures – related to LASAK implants) and copings
25-year guarantee on osseointegration	Replacement with equivalent implant and cover screw (and abutment, if finished)	<i>Not applicable</i>
10-year guarantee on material – metal components	Replacement with equivalent implant and cover screw (and abutment, if finished)	Replacement with equivalent abutment, superstructure or coping
5-year guarantee on material – ceramic components	<i>Not applicable</i>	Replacement with equivalent ceramic abutment, superstructure or coping
LASAK CadCam – guarantee on all systems	Replacement with equivalent implant and cover screw (and abutment, if finished)	<i>Not applicable</i>

Guarantee claims will be honoured providing the following guarantee conditions are individually and collectively met and documented:

- Original LASAK surgical and prosthetic components were used exclusively and not in combination with any other manufacturer’s products.
- Accordance with commonly accepted medical practice and adherence to the manufacturer’s instructions and recommendations as published in the manuals, instructions and leaflets of LASAK during and after the treatment.
- Return of LASAK products in sterilized condition (or disinfected if delivered as such).
- Good oral hygiene of the patient as monitored by the User.
- Filing of a completed and signed guarantee fulfilment form together with the items stated therein, not later than 60 days after a guarantee case arises.
- In the case of customized LASAK products, the User should also supply the required technical data.

The User is liable for transport costs and risks. Items claimed under the LASAK Guarantee are not returned, except for unaccepted claims, when a return was requested and stated in the guarantee fulfilment form supplied together with the claimed item. Where the guarantee applies, LASAK is liable for delivery costs of the product replacement.

3. GUARANTEE LIMITS AND EXCLUSIONS

- This guarantee does not apply to implantations with contraindications, as described in the instructions and manuals of LASAK.
- This guarantee does not cover implants that are lost due to a patient's insufficient oral hygiene and/or due to infections, a personal accident or a patient's inappropriate behaviour, or due to overloading.
- This guarantee does not cover any provisional implants, IMPLADENT implants inserted prior to 1st January 2003 and implants without the BIO-surface.
- This guarantee excludes consumable parts and retentive products, such as ball attachments and LOCATOR® attachments (LOCATOR is a registered trademark of Zest Anchors LLC), and also all LASAK restorative products.
- This guarantee excludes implantation failure due to normal wear and tear.
- This guarantee excludes implants with a diameter of 2.9 mm and all ceramic abutments used in the molar region.
- This guarantee excludes implantation failure of customized products (customized abutments, bridges and copings) used with the User's design.

This LASAK Guarantee is the only guarantee provided by LASAK and shall apply in addition to the warranty rights conferred under the sales agreement. The User remains free to claim rights against their supplier.

LASAK HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. LASAK HEREBY EXCLUDES ANY LIABILITY FOR LOST EARNINGS AND DIRECT OR INDIRECT DAMAGES AS WELL AS COLLATERAL AND CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY RELATED TO LASAK PRODUCTS, SERVICES OR INFORMATION.

4. GUARANTEE TERRITORY

This LASAK Guarantee applies worldwide to LASAK products sold by a LASAK-affiliated company or an official distributor of LASAK.

5. MODIFICATIONS AND TERMINATION

LASAK reserves the right to modify or terminate this guarantee in whole, or in part, without prior notice. Changes to, or termination of, the LASAK Guarantee will not affect the guarantee given for LASAK products used prior to the date of the change or termination.