

WARRANTY

TruAbutment Inc offers a warranty on any custom abutment, including abutment screws, that is manufactured and distributed by TruAbutment Inc (the “Abutment”). The terms and conditions of this warranty (this “Warranty”) are as follows:

1. WARRANTY PERIOD

Subject to the exclusions and limitations described in this Warranty, TruAbutment Inc offers the following benefits:

- A lifetime warranty for Titanium Abutments; and
- A five-year warranty for Zirconia Hybrid Abutments.

2. SCOPE OF WARRANTY

TruAbutment Inc’s obligations, and an eligible treating clinician’s remedies, pursuant to this Warranty are exclusively limited to the following:

(a) Quality Benefits

If the Abutment has defects in materials or workmanship such that they do not meet TruAbutment Inc’s quality standards, then TruAbutment Inc will remake the product at no additional charge.

(b) Surgical Benefits

TruAbutment Inc will not accept any responsibility for a failed implant, but will offer the following benefits under these limited circumstances:

- If an implant fails after the Abutment, together with a restoration, is placed on the implant and taken into function, then the treating clinician must first seek any and all remedies available from the implant provider for the treating clinician’s implant-related claims. However, if the implant provider does not honor their warranty for the failed implant, exclusively due to the use of the Abutment, and the treating clinician satisfies Sections 3 and 4 below, then TruAbutment Inc will reimburse the eligible treating clinician for the actual and verifiable purchase cost of a replacement implant and will remake the Abutment, at no additional charge;
- If an implant fails before the Abutment has been placed on the implant, then TruAbutment Inc will not be responsible for replacing or reimbursing the implant.
- Transport costs and transport risk shall be borne by the treating clinician. For cases covered by this Warranty, the cost of the return shipment shall be borne by TruAbutment Inc.

3. ELIGIBILITY

A treating clinician making a claim under this Warranty must be current in all amounts owed to TruAbutment Inc at the time when the claim is submitted.

4. CLAIM PROCEDURE

To receive benefits under this Warranty, the treating clinician must comply with the following:

- Warranty claims must, to remain eligible, be reported to TruAbutment Inc within thirty (30) days from the date on which the claimed defect was discovered. The treating clinician must contact a TruAbutment Inc representative at 17666 Fitch, Irvine, CA (714) 956-1488

and/or us.sales@truabutment.com to request a complaint record form and instructions for returning the Abutment; and

- Return the decontaminated Abutment and the completed complaint record form (documenting the cause of the claimed defect) to TruAbutment Inc.
- Treating clinicians submitting a complaint record form for failed implants must provide the following additional items:
 - o documentation of the case, including a demonstration that the implants were indicated and that no contra-indicated conditions existed (see EXCLUSIONS) for that particular patient;
 - o written confirmation that the implant provider refused to honor their warranty for the failed implant, exclusively due to the use of the Abutment; and
 - o a receipt or invoice for the failed implant.

5. EXCLUSIONS

This Warranty period is a lifetime warranty for Titanium Abutments and a five-year warranty for Zirconia Hybrid Abutments.

This Warranty becomes void if the Abutment has been modified, grinded, deburred or otherwise retouched or altered.

This Warranty also becomes void if the failure is caused by:

- trauma, accident, or any other damage caused by the patient or third party;
- implants placed in a patient with contra-indicated conditions to a successful implant integration, including but not limited to diseases related to alcoholism, uncontrolled diabetes, cigarette smoking, or habitual drug dependency; or
- normal wear and tear.

6. LIMITATIONS

This Warranty is exclusively for the benefit of eligible treating clinicians and is not for the benefit of any other person or entity, including, but not limited to, any patients, laboratories and other intermediate suppliers.

This Warranty, and the obligations, benefits and remedies set out herein, are the sole obligations, rights, benefits and remedies with respect to the Abutments and the subject matter of this Warranty. Any other rights, benefits and/or remedies, including, but not limited to, laboratory and clinical treatment related fees, are expressly excluded.

Except for the warranty specified in this Warranty, neither TruAbutment Inc nor any of its representatives make any representation, warranty, or covenant, expressed or implied, written or oral, with respect to the Abutments, including, but not limited to, any implied warranties of merchantability, durability or fitness for a particular use or purpose.

In addition, to the maximum extent permitted by law, TruAbutment Inc, on behalf of itself and any of its representatives, disclaims any liability with respect to the failure of the treating clinician to conform to generally accepted standards of dental practices and any other direct, indirect,

incidental or consequential damages related to the design, composition, condition, use or performance of the Abutments, including, but not limited to, lost earnings, income or profit.

7. CHANGES OR WITHDRAWAL OF THE WARRANTY

TruAbutment reserves the right to change or withdraw the terms and conditions of this Warranty at any time without notice. Any such change or withdrawal will not affect the warranty of Abutments already installed in patients, and fully paid for by the treating clinician to TruAbutment Inc, prior to the date of such change or withdrawal.

THIS WARRANTY IS VALID AS OF September 18, 2020.