

Paltop Guarantee

1. Guarantee's beneficiary and scope

This guarantee (the "Paltop Guarantee" as defined below) from Paltop Advanced Dental Solution Ltd (Paltop) applies to the Paltop dental products in favor of the attending physician/dentist only (the "User"). Third parties, particularly patients or intermediate suppliers, may not derive any rights from this Paltop Guarantee. The Paltop Guarantee covers only the replacement of Paltop Products and not any associated costs of the User or the patient (including the cost of the dental treatment for the performance of such replacement).

2. Paltop Products Covered by the Paltop Guarantee

Implants:

Lifetime guarantee period: free of charge replacement of implant with equivalent implant for implant that fails to properly remain in the bone (the only possible change may be related to its diameter and/or length).

Abutment attached to an implant:

10 year guarantee period: free of charge Replacement of any non-temporary and non-provisional abutment with equivalent abutment for abutment that had a mechanical failure (Excluding normal wear to overdenture attachments).

"Free of charge" - including the costs of shipment.

3. Guarantee conditions

Paltop hereby guarantees that, if any Paltop Product is defective as a result of a failure of the material strength and/or stability of the Paltop Product during the guarantee periods set out in Section 2, Paltop will replace the Paltop Product with the same or substantially equivalent product, all as set out in Section 2 above. The guarantee periods shall commence at the time of treatment with a Paltop Product by the User; provided however that the following guarantee conditions are individually and collectively met and documented:

- 3.1 Paltop Products have been used exclusively and not in combination with any other manufacturer's products;
- 3.2 Compliance with and application of Paltop's instructions (including but not limited to, the instructions for use) valid at the time of treatment as well as recognized dental procedures, during and after the treatment;
- 3.3 Good oral hygiene of the patient as monitored by the User;
- 3.4 No guarantee case resulting from an accident, a trauma or any other damage caused by the patient or a third party;
- 3.5 The Product wasn't specially modified at the request of the User or by the User, and wasn't manufactured individually for the User.
- 3.6 Filing of a completed and signed claim form not later than three months after a guarantee case arises;
- 3.7 Return to Paltop of the Paltop Products in sterilized condition, disinfected if appropriate or as indicated in the instructions for use;

4. Limits and limitations

This Paltop Guarantee is the only guarantee provided by Paltop. It does not derogate from the warranty rights, if any, conferred under the sales agreement between the User and its supplier. The User remains free to claim rights from its supplier.

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

In case one of the Products that is to be replaced under the Paltop Guarantee is no longer commercially available, an alternative solution shall be offered by Paltop, which shall be the exclusive remedy in such case.

5. Guarantee territory

This Paltop Guarantee applies worldwide to Paltop Products if purchased from Paltop and/or any of its affiliated companies or from an official Paltop distributor.

6. Modification or termination

Paltop may modify or terminate this Paltop Guarantee at any time in whole or in part, for any reason whatsoever. Changes to or the termination of the Paltop Guarantee will not affect the guarantee given under this Paltop Guarantee for Paltop Products installed prior to the date of the change or termination.