



Straumann® Guarantee*

1. GUARANTEE BENEFICIARY AND SCOPE

This guarantee (the “Straumann Guarantee” as defined below) from the Institut Straumann AG, Basel, Switzerland (“Straumann”) applies to the products listed below and in favor of the attending physician/ dentist only (the “User”). Third parties, particularly patients or intermediate suppliers, may not derive any rights from this Straumann Guarantee. The Straumann Guarantee covers the replacement of products of the Straumann® Dental Implant System SDIS and certain limited Straumann® CARES® products (the “Straumann Products”) as defined in Section 2. The Straumann Guarantee only covers the replacement of Straumann Products and not any associated costs, including but not limited to any associated treatments.

2. STRAUMANN PRODUCTS COVERED BY THE STRAUMANN GUARANTEE

	Implant	Abutment attached to an implant*	Tooth- and implant-supported restoration**
5-year guarantee period	–	Replacement with equivalent ceramic abutment**	Replacement with equivalent ceramic restoration***
10-year guarantee period	–	Replacement with equivalent metal abutment**	Replacement with equivalent metal restoration and resin nano ceramic restoration***
Lifetime guarantee period	Replacement with equivalent implant and equivalent abutment, if finalized.	–	–

* Valid as of January 1, 2016

** including screw-retained bars and bridges; excluding consumable products and retentive products such as ball anchors.

*** including Straumann® CARES® copings, full contour crowns and bridges. EXCLUDING all other products offered by Straumann, particularly Straumann® CARES®, inlays, onlays, veneers, partial crowns and Straumann® CARES® Guided Surgery products.

3. GUARANTEE CONDITIONS

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

- 3.1 Straumann Products have been used exclusively and not in combination with any other manufacturer's products;
- 3.2 Return of the Straumann Products in sterilized condition, disinfected if appropriate or as indicated in the instructions for use;
- 3.3 Compliance with and application of Straumann's instructions (in the instructions for use, among others) valid at the time of treatment as well as recognized dental procedures, during and after the treatment;
- 3.4 Good oral hygiene of the patient as monitored by the User;
- 3.5 No guarantee case resulting from an accident, a trauma or any other damage caused by the patient or a third party;
- 3.6 Filing of a completed and signed guarantee form not later than three months after a guarantee case arises;
- 3.7 For customized Straumann Products the User shall provide Straumann with the design data;

4. LIMITS AND LIMITATIONS

This Straumann Guarantee is the only guarantee provided by Straumann and shall apply in addition to the warranty rights conferred under the sales agreement. The User remains free to claim rights against his supplier. STRAUMANN HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED AND STRAUMANN HEREBY EXCLUDES ANY LIABILITY FOR LOST EARNINGS AND DIRECT OR INDIRECT DAMAGES AS WELL AS COLLATERAL AND CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY RELATED TO STRAUMANN PRODUCTS, SERVICES OR INFORMATION.

5. GUARANTEE TERRITORY

This Straumann Guarantee applies worldwide to Straumann Products sold by a Straumann affiliated company or an official distributor of Straumann.

6. MODIFICATION OR TERMINATION

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

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