

Nobel Biocare

General terms and conditions – 2023



1. To place an order

Orders for Nobel Biocare products may be placed online, by mail, telephone, fax, or through a Nobel Biocare Representative. All orders will be processed through Nobel Biocare USA, LLC. All orders placed before 12:00 p.m. Pacific Time will be shipped the same day, pending product availability. NobelProcera® individualized (i.e., customized) products will be delivered from Mahwah, New Jersey, based on product-specific lead times.

2. Terms and billing

2.1. Payment terms

Initial purchase is to be paid by credit card. Future payments may be made using MasterCard, Visa, or American Express, or billed as Net 30 days. Our standard terms of payment are by credit card or billed as Net 30 days. Leasing options are available; please contact the Accounting Department at 1 800 993 8100 (option #8) to confirm eligibility.

2.2. Shipping charges and title to goods

Shipments are made either freight collect or paid by Nobel Biocare and added to the invoice. Unless special instructions are received with the customer's order, the shipping method will be at Nobel Biocare's option. All shipments will be made Carriage and Insurance Paid "CIP" (Incoterms 2010). Delivery will be deemed complete, and legal title and all risk of loss or damage to the Products will pass to buyer, upon delivery to the carrier.

2.3. Order confirmation

When an order is placed to purchase a product, the order represents an offer to Nobel Biocare to purchase a product. The order is accepted by Nobel Biocare when either a written confirmation of the order (e.g., by email or fax) is sent to customer, or product is transferred to carrier for delivery to customer without written confirmation. Any products on the same order, which have not been confirmed in writing or by shipment to customer, do not form part of the contract between customer and Nobel Biocare.

3. System Guarantee Program

Nobel Biocare implants and abutments are covered by a unique comprehensive Lifetime System Guarantee Program.

4. NobelProcera® terms and conditions

- 5-year warranty on all NobelProcera Products.
- Does not cover additional costs like dental lab material or labor costs – only NobelProcera Products.
- The handling of the products must comply with the instructions from Nobel Biocare as published at the time for the preparation and treatment.
- Does not cover failures due to trauma.
- Complaints are to be sent by using the NobelProcera Software with the original file names and the appropriate complaint codes.

5. Nobel Biocare Return Policy

Nobel Biocare offers you the opportunity to return Products¹ purchased from Nobel Biocare to the terms and conditions set out in this Return Policy:

- 5.1.** You may return Products purchased from Nobel Biocare within sixty (60) days from the invoice date of the respective Products.
- 5.2.** The purchase price for returned Products will be credited to your Nobel Biocare customer account.
- 5.3.** You may also return Products purchased from Nobel Biocare within twelve (12) months from the invoice date of the respective Products against an order of Nobel Biocare products of a value equal to or higher than the value of the returned Products.
- 5.4.** You may only return Products that are still in their intact original packaging. In particular, the original packaging and the Products may not be damaged, marked, or otherwise altered.
- 5.5.** No product tied to a promotion may be returned for credit; exchange only.
- 5.6.** Nobel Biocare may modify or terminate this Return Policy at any time in whole or in part. Changes to or the termination of the Return Policy will not affect the return rights granted under this Return Policy for Products purchased prior to the date of the change or termination.
- 5.7.** This Return Policy sets forth the entire understanding regarding the return and exchange of Products and supersedes all prior agreements and discussions relating to the return and exchange of Products. This Return Policy applies to all Nobel Biocare companies.
- 5.8.** Capital equipment and third-party products are excluded from this Return Policy.

6. Shipping discrepancies

Any shipping discrepancies should be reported to customer support within 48 hours of receipt of shipment.

7. Repairs

Should any instrumentation require repair, please contact customer support at 1 800 322 5001. The representative will issue you instructions on how to proceed with the repair.

Caution

Federal (United States) law restricts this device to sale by or on the order of a licensed clinician, medical professional or physician.

Purchaser assumes all risks and liability resulting from the use of Nobel Biocare products whether used separately or in combination with other products not manufactured by Nobel Biocare. Nobel Biocare strongly recommends completion of formal post-graduate implant education and strict adherence to the procedures described in Nobel Biocare's implant instruction manuals.

Nobel Biocare continually strives to improve its products; therefore, reserves the right to improve, modify, or discontinue products at any time or to change specifications and prices without notice and without incurring obligations.

¹ For the purpose of this Return Policy, "Products" means all Nobel Biocare products (including spare parts and special products), with the exception of NobelProcera Products, Procera Products, creos regenerative solutions, and templates. "NobelProcera Product" means NobelProcera Crown and Bridge, NobelProcera Individualized CAD/CAM Abutments, NobelProcera Implant Bridge, and NobelProcera Implant Bar Overdenture, and "Procera Product" means Procera Abutments and Procera Implant Bridges. Nobel Biocare USA, LLC, will not accept returns or exchanges of the creos regenerative solutions.

Nobel Biocare Warranty Program – 2023

Terms and Conditions

Nobel Biocare provides warranties for certain Nobel Biocare products. The terms and conditions of these warranties are set out in this Nobel Biocare Warranty Program (the "Warranty Program"):

1. Warranties for Treatment Provider¹

1.1. Lifetime warranty for implants

Nobel Biocare guarantees to replace any Nobel Biocare implant that fails to remain in the bone in which it is implanted. Nobel Biocare will replace free of charge the implant and Nobel Biocare restorative components placed on the implant at the time of failure with the same Nobel Biocare implant and restorative components as installed on the implant at the time of failure (the only possible changes are related to diameter and/or length).

1.2. Lifetime warranty for restorative components

Nobel Biocare guarantees to replace free of charge any non-temporary and non-provisional Nobel Biocare restorative component that fails with the same restorative component. In addition to the replacement of the failed Nobel Biocare restorative component, Nobel Biocare will also replace free of charge any other non-temporary and non-provisional Nobel Biocare restorative component or the Nobel Biocare implant on which the failed Nobel Biocare restorative component is placed with a Nobel Biocare restorative component or Nobel Biocare implant, if said restorative component or implant needs to be replaced in course of the replacement of the failed Nobel Biocare restorative component.

1.3. 10-year warranty for Nobel Biocare abutments on Non-Nobel Biocare Implants²

If a Nobel Biocare non-temporary, non-provisional abutment is placed on Non-Nobel Biocare Implants, the warranty as set out in clause 1.2 above is limited to a period of ten (10) years from the date the abutment was placed on the Non-Nobel Biocare Implant.

1.4. Warranty for NobelProcera and Procera Products³

Notwithstanding the warranties set out in clauses 1.2 and 1.3, for NobelProcera Products and Procera Products Nobel Biocare guarantees to replace free of charge any non-temporary, non-provisional NobelProcera Product or Procera Product that fails within five (5) years after being placed in the patient's mouth. In addition to the replacement of the failed NobelProcera Product or Procera Product, Nobel Biocare will also replace free of charge any other non-temporary and non-provisional Nobel Biocare restorative component or the Nobel Biocare implant on which the failed NobelProcera Product or Procera Product is placed with a Nobel Biocare restorative component or Nobel Biocare implant, if said restorative component or implant needs to be replaced in course of the replacement of the failed NobelProcera Product or Procera Product. Attachments (primary and secondary parts) and riders for NobelProcera Implant Bars Overdenture are excluded from this warranty.

1.5. Replacement of Non-Nobel Biocare Implants

Nobel Biocare offers to replace a Non-Nobel Biocare Implant with a free NobelReplace implant under the following conditions:

- A Non-Nobel Biocare Implant was inserted, for which the safety and efficacy is supported by at least 2-year clinical data for this specific implant based on reported data of a minimum of 10 patients published in a peer-reviewed journal⁴; and
- A NobelProcera Product or Procera Product was placed on top of the Non-Nobel Biocare Implant on or after March 1, 2010; and
- The warranty for the Non-Nobel Biocare Implant (as given by the manufacturer of the Non-Nobel Biocare Implant) is void or invalid solely because a NobelProcera Product or Procera Product was used on the Non-Nobel Biocare Implant; and
- The Treatment Provider provides Nobel Biocare with a copy of the warranty rejection by the manufacturer of the Non-Nobel Biocare Implant; and
- The Treatment Provider provides a case documentation to Nobel Biocare (including planning x-ray, postoperative x-rays, follow-up x-ray, a photograph of the Non-Nobel Biocare Implant on the day of extraction, the extracted Non-Nobel Biocare Implant and the NobelProcera Product or Procera Product).

2. Special Warranty to patient for NobelProcera Implant Bar Overdenture

For NobelProcera Implant Bar Overdenture (Patient Guarantee Card), Nobel Biocare guarantees to the patient to replace free of charge any NobelProcera Implant Bar Overdenture that fails within five (5) years after being placed in the patient's mouth. Attachments (primary and secondary parts) and riders for NobelProcera Implant Bars Overdenture are excluded from this warranty.

3. Scope of warranties

Any warranty given under this Warranty Program is limited to the replacement of the failed product and of such additional components (implants, restorative components) as set out in clauses 1.1 through 2, respectively (including the costs for shipment of the replacement product(s) to the Treatment Provider). In particular, Nobel Biocare 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 product. 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.

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

² For the purpose of this Warranty Program, "Non-Nobel Biocare Implant" means any implant not manufactured by Nobel Biocare.

³ For the purpose of this Warranty Program, "NobelProcera Product" means NobelProcera Crown and Bridge, NobelProcera Individualized CAD/CAM Abutments, NobelProcera Implant Bridge, and NobelProcera Implant Bar Overdenture, and "Procera Product" means Procera Crown, Procera Abutments, and Procera Implant Bridges.

⁴ For the purpose of this Warranty Program, "peer-reviewed journal" means journals that only publish manuscripts which have passed a so-called peer review (a [normally blinded] process in which the scientific manuscript is critically assessed by other researchers who are experts in the same field).

Nobel Biocare Warranty Program – 2023 (contin.)

4. Eligibility

- 4.1.** To receive the benefits of the warranties set out in clauses 1 and 2, the Treatment Provider must:
- Have solely used original Nobel Biocare surgical and prosthetic components in the patient case in which the Nobel Biocare product failure occurred, including implants, cover screws, healing abutments, permanent abutments, prosthetic screws, prosthetic cylinders, crowns, bridges, and bars.
 - Have performed the treatment in accordance with Nobel Biocare'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.
 - Ensure that the patient complies with generally accepted standards of good oral hygiene. For implants, oral hygiene maintenance examinations twice a year are recommended.
 - At the time of submission of an Questionnaire for Complaint, Implant Failure (Guarantee) and Implant Fracture, or NobelProcera complaint, have its Nobel Biocare account in good standing, meaning that all payments owing to Nobel Biocare or any affiliated company are current.
 - For NobelProcera Products and Procera Products in particular: Have complied with the handling and material instructions of Nobel Biocare as published at the time of preparation, design and finishing.

Any non-compliance with points (a) through (e), respectively, above will make the warranties set out in this Warranty Program null and void.

- 4.2.** Nobel Biocare is not obliged to furnish any benefits under this Warranty Program with respect to any Nobel Biocare product, if the failure of the product was caused by trauma or by the patient.
- 4.3.** 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.

5. Claims

- 5.1.** To raise a claim under this Warranty Program, you have to submit an online product complaint form accompanied by the failed product and other components placed by the treatment provider to Nobel Biocare within three months after the product failure occurred.
- 5.2.** For NobelProcera Products and Procera Products, complaint orders must be sent using the NobelProcera Software with the original file name(s) and the appropriate complaint code(s). For NobelProcera Implant Bridges, the complaint questionnaire must be filled out.

6. Modification or termination of Warranty Program

Nobel Biocare 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 products installed prior to the date of the change or termination.

7. Limitations on Warranty Program

EXCEPT FOR THE WARRANTIES DESCRIBED IN CLAUSES 1 AND 2 ABOVE, NEITHER NOBEL BIOCORE NOR ANY AFFILIATED COMPANY WHICH MANUFACTURES OR DISTRIBUTES ANY NOBEL BIOCORE COMPONENTS MAKES ANY WARRANTY WITH RESPECT TO NOBEL BIOCORE COMPONENTS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED GUARANTEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In addition, Nobel Biocare 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 Nobel Biocare components.

8. 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.

9. Entire agreement

- 9.1.** Except as set forth in this Warranty Program, neither Nobel Biocare nor any affiliate of Nobel Biocare makes any representation, warranty, covenant or other undertaking relating to Nobel Biocare products. This Warranty Program sets forth the entire understanding and supersedes all prior agreements and discussions relating to the subject matter contained herein.
- 9.2.** This Warranty Program applies to all Nobel Biocare companies.
- 9.3.** For markets served by distributors, other conditions may apply. Please contact your Nobel Biocare representative for information.

(Nobel Biocare Warranty Program – version June 2023)