

## Terms and Conditions of the Patent™ Lifetime Guarantee

### Preamble

Zircon Medical Management AG ("Zircon Medical") is the exclusive distributor of the Patent™ Dental Implant System.

The Patent™ Dental Implant System consists of ceramic implants ("Patent™ Implants"), prosthetic components ("Patent™ Prosthetic Components") and the related instruments ("Patent™ Instruments"). The Patent™ Implants are available either as one-piece, with an integrated abutment, or as two-piece, with a partially integrated abutment to which the Patent™ Prosthetic Component is cemented. The Patent™ Dental Implant System does not include the restoration (crown, bridge, etc.) that has to be put individually by the dentist over the Patent™ Prosthetic Component.

Zircon Medical grants the Patent™ Lifetime Guarantee to the extent and under the terms and conditions described below.

### 1. General provisions

1. This document describes the terms and conditions of the Patent™ Lifetime Guarantee.
2. The Patent™ Lifetime Guarantee is a limited guarantee, which is subject to the terms and conditions set forth in this document and which is limited to a right of the User for replacement in accordance with Sections 5 and 6 of this document. No further guarantees and no further rights under this Patent™ Lifetime Guarantee are granted. The statutory warranty rights remain unaffected.
3. The Patent™ Lifetime Guarantee is only applicable to Patent™ Implants and Patent™ Prosthetic Components that were sold by Zircon Medical after 17 August 2020.

### 2. Beneficiary

The Patent™ Lifetime Guarantee is in favor of any dental professional who treats a patient with a Patent™ Dental Implant System ("User"). Third parties, in particular patients, may not derive any rights from the Patent™ Lifetime Guarantee.

## Lifetime Guarantee

### Why are we so confident?

1

Our patented manufacturing results in an implant without process-induced micro-cracks. We are confident in the long-term strength and reliability of our products.

2

The 3C™ Connection has an optimal geometry torque transmission, resulting in an extra strong connection and long-term reliability between our prosthetic components and the implant.

3

The ideal combination of metal-free materials: Patent™ Implants and the high-performance Patent™ Glass Fiber Post have demonstrated excellent long-term results.



### Lifetime Guarantee



## 3. Product covered

The Patent™ Lifetime Guarantee only applies to the products Patent™ Implant and Patent™ Prosthetic Component.

The Patent™ Instruments are not part of the Patent™ Lifetime Guarantee.

## 4. Time period

The Patent™ Lifetime Guarantee comes into effect with the date of the installation of the Patent™ Dental Implant System in the patient. It ends with the date of death of the patient who received the Patent™ Dental Implant System or with the date of explantation of the Patent™ Dental Implant System, whatever comes first.

## 5. Scope and Conditions

1. In the event of breakage of a Patent™ Implant, the breakage of a Patent™ Prosthetic Component or the breakage of both, and subject to the limitations according to Section 6 of this document, Zircon Medical hereby guarantees that it will replace the broken Patent™ Implant, the broken Patent™ Prosthetic Component or both by supplying an equivalent Patent™ Implant and/or an equivalent Patent™ Prosthetic Component to the User free-of-charge, if and to the extent that the following guarantee conditions are individually and collectively met and documented by the User using the Complaint form (MKT 410) of Zircon Medical:
  - a. Full compliance with the Zircon Medical's instructions (Instructions for use, User Guide...) valid at the time of treatment as well as recognized dental procedures, during and after the treatment;
  - b. Apart from the restauration, the broken Patent™ Implant and/or the broken Patent™ Prosthetic Component was/were not used in combination with any other manufacturer's products.
  - c. Return of the broken Patent™ Implant and/or the Patent™ Prosthetic Component in sterile condition and packed in pouches with clear color change of the indicator;
  - d. Sending out by the User (in digital and physical form) of the truthfully filled and signed Complaint form (MKT 410), not more than three months after the User becomes aware
2. The Patent™ Lifetime Guarantee does not give the User the right that the broken Patent™ Implant and/or the broken Patent™ Prosthetic Component will be replaced by the same version of the product. If the original version is not available or has been replaced by a newer one or if for other reasons a replacement by the same version is not possible, the User will instead receive an available Patent™ Implant and/or Patent™ Prosthetic Component which is/are equivalent upon Zircon Medical's discretion.
3. The Patent™ Lifetime Guarantee only covers the replacement of the Patent™ Implant and the Patent™ Prosthetic Component by supplying an equivalent Patent™ Implant and/or an equivalent Patent™ Prosthetic Component. The Patent™ Lifetime Guarantee does not cover
  - a. payment or reimbursement of any related expenses or costs, including but not limited to any associated treatments costs;
  - b. the costs for the restoration (crown, bridge, etc.).
4. Zircon Medical will not in any event make any payments for or in lieu of the replacement of the Patent™ Implant and/or the Patent™ Prosthetic Component.
5. The Patent™ Lifetime Guarantee applies automatically to any Patent™ Implant and Patent™ Prosthetic Component replaced under the Patent™ Lifetime Guarantee.

of the breakage of the Patent™ Implant, the breakage of a Patent™ Prosthetic Component or the breakage of both;

## 6. Limitations

The Patent™ Lifetime Guarantee does not apply to

- a. any other event than breakage of the Patent™ Implant, breakage of the Patent™ Prosthetic Component or breakage of both;
- b. any breakage of the Patent™ Implant, the Patent™ Prosthetic Component or both that result from an accident, a trauma or any improper use;
- c. any damage willfully or negligently caused by the User, the User's personnel, the patient or any third party.