Warranty Program

Effective December 1, 2022

Patient Specific, digitally created and precision milled structures deliver high quality products with excellent fit and enhanced surface finish for long term clinical performance and patient satisfaction.

The warranty outlined below is exclusively for the benefit of eligible dentists, physicians, dental technicians, and dental laboratories (i.e., a "Treatment Provider"), who purchase a Product (as defined below) from Osteon and is not for the benefit of any other person or entity, including any patients and other intermediate parties.

1. Warranty Period

The warranty period for the products described in this section 1 (each a "Product" and collectively, the "Products") is granted for the following periods, subject to the limitations and exceptions stated in these Terms and Conditions:

1.1 Lifetime warranty for failure of Product(s) (custom abutments, bridges and bars) manufactured in titanium and cobalt chrome.

1.2 The warranty period is two (2) years from the date of dispatch from Osteon in the event of the failure of a zirconia overlay.

1.3 The warranty period is one (1) year from the date of dispatch from Osteon in the event of the failure of an acrylic overlay.

1.4 In the event of compatible componentry (i.e., ti-bases, screws, drivers, handles) failure, Osteon will respect the warranty that has been specified by the Original Equipment Manufacturer.

2. Scope of Warranty

The scope of warranty for Product(s) is described below, subject to the limitation and exceptions stated in these Terms and Conditions:

2.1 If the Product(s) has defects in materials or workmanship (i.e., if the Product(s) does not meet the Osteon Quality Standards) or if the Product(s) does not match any special instructions communicated in relation to the Product(s) in question, then Osteon will remake the Product(s), free of charge.

2.2 Osteon will not accept any responsibility for a failed implant. The implant may be covered under a separate warranty extended by the implant manufacturer, but Osteon makes no representation or warranty as to what warranty coverage, if any, may be available for the implant.

3. Eligibility

To receive the benefit of the warranties set out in clauses 1 and 2, the Treatment Provider must comply with the following:

3.1 Warranty claims must be reported to Osteon within thirty (30) days from the date on which the claimed defect was discovered. Reporting shall fully comply with the procedure set out in these Terms and Conditions. The Treatment Provider must contact Osteon to request a "Complaint Request Form". The completed "Complaint Request Form" along with the faulty Product(s) and proof of purchase should be returned within thirty (30) business days of the form being received by the Treatment Provider.

3.2 The Treatment Provider must provide signed confirmation that the patient complies with generally accepted standards of good oral hygiene. For patients wearing implants and/or dental prosthetic appliance(s), oral hygiene maintenance examinations twice a year are recommended.

3.3 The Treatment Provider making a claim under these Terms and Conditions must have their account in good standing, this means that all amounts owed to Osteon are current at the time when the Complaint Request Form is submitted.

3.4 All procedures using Product(s) must be performed in accordance with Osteon's protocols, guidelines, instructions, and published scientific literature, as well as generally accepted dental practices (before, during, and after installation). The implants and/or implant accessories on which the Product(s) are installed, must be implanted, and maintained as per the procedures outlined by the respective implant manufacturers and/or suppliers.

Any non-compliance with all the points above will make the warranties set out in this Warranty Program null and void.

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4. Claim Procedure

To raise a claim under this Warranty Program, it is required to send a completed and signed "Complaint Request Form" accompanied with the failed Product(s) and the other components used by the Treatment Provider. Prior to sending the Product(s) and any other components used in the treatment, ensure that the Product(s) are sterilized and/or disinfected.

The Treatment Provider submitting a Complaint Request Form for a failed implant must provide the following:

4.1 Documentation of the case, evidence that implants were adequately indicated and that no contraindicated conditions existed for that patient, and an x-ray of the failed implant.

4.2 Transport costs and transport risk shall be borne by the Treatment Provider. The cost of return shipment shall be borne by Osteon in cases covered by the warranty under these Terms and Conditions.

Any non-compliance with all the points above will make the warranties set out in this Warranty Program null and void.

5. General Limitations of the Warranty

With the exception of the warranty specified in these Terms and Conditions, neither Osteon nor any representatives or other third parties, which manufacture or distribute the Product(s), make any representation, warranty, covenant, or other undertaking expressed or implied, written or oral, with respect to Product(s), including (without limitation) any implied warranties of merchantability, durability or fitness for a particular use or purpose.

5.1 In addition, and to the maximum extent permitted under the applicable law, Osteon disclaims (on behalf of itself and any of its representatives or other third parties, which manufacture or distribute the Product(s)), any and all liability with respect to lost earnings, incomes or profits, failure of the clinicians to conform to generally accepted standards of dental practices and any other direct or indirect, incidental or consequential damages resulting or arising from the design, composition, condition, use or performance of the Product(s).

5.2 Osteon's only liability under this warranty program shall be to replace the original Product(s). Such replacement is the exclusive remedy available to the Treatment Provider under this Warranty Program.

6. Warranty Exclusions

In addition, Osteon shall not provide benefits under these Terms and Conditions if:

6.1 The failure is caused by a trauma, an accident, or by any other damage caused by the patient or a third party.

6.2 The failure is caused by Product(s) placed in the patient with accepted contraindicated conditions to successful implant integration, including but not limited to diseases related to alcoholism, uncontrollable diabetes, and habitual drug dependency.

6.3 The indication is a 3D Printed Try-in, 3D Printed Provisional(s) and Milled PMMA Provisional(s).

6.4 The Product(s) have been modified, grinded, deburred or otherwise retouched after it was dispatched from Osteon premises.

6.5 The failure is caused due to noncompliance with Osten's instructions (in instructions for use (IFU), among others) valid at the time of treatment as well as recognized standard dental procedures during and after the installation of Product(s).

6.6 For the avoidance of doubt, these Terms and Conditions, and the benefit set out herein, shall be exhaustive with respect to the Product(s) and the subject matter of these Terms and Conditions, and shall exclude any other rights, benefits, and/or remedies, such as laboratory and clinical treatment fees.

6.7 Where Product(s) are designed by Osteon but manufactured by 3rd Parties.

7. Termination/Modification of the Lifetime Warranty

Osteon reserves the right to modify or withdraw these Terms and Conditions at any time without notice. Changes to, or the termination of the Warranty, will not affect any Product(s) installed prior to the date of the change or termination. In addition, Osteon reserves the right to terminate the eligibility of any participating Treatment Provider from this warranty program by providing a sixty (60) days prior written notice of such action.