

# **BIOMET 3i FIVE YEAR WARRANTY PROGRAM**

## **1.0 PRODUCTS COVERED:**

This warranty covers only the intraoral use of BIOMET *3i* implants that have been surgically placed but not restored or which have been placed and restored exclusively with BIOMET *3i* restorative devices.

## **2.0 SCOPE AND TERMS:**

Subject to limitations and exceptions described below, if an implant covered by this Warranty Program fails to remain in the intraoral site into which it was surgically placed during the 5-year period after initial placement, BIOMET *3i* will provide the warranty benefits outlined in Sections 3.0 and 4.0 below.

## **3.0 SURGICAL WARRANTY BENEFITS:**

The doctor submitting a claim, upon review and approval by BIOMET *3i*, will receive replacement devices equivalent to the devices actually installed in the surgical implant site(s). All replacement devices will be BIOMET *3i* devices comparable to those used in the original “surgical procedure” (as defined below). Any requested product or service substitutions shall be at BIOMET *3i* discretion only.

For purposes of this Warranty Program, “surgical procedure” means the clinical procedure (a) of preparing an osteotomy and inserting a dental implant(s) and cover screw(s) or, in place of a cover screw(s), temporary healing or restorative components/devices or (b) to reopen the osteotomy after implant(s) healing to place temporary or permanent components onto properly healed and integrated dental implants.

## **4.0 RESTORATIVE WARRANTY BENEFITS:**

The doctor submitting the claim, upon review and approval by BIOMET *3i*, will receive replacement devices equivalent to the devices actually installed in the implant site(s). All replacement devices will be BIOMET *3i* devices comparable to those used in the original “restorative procedure” (as defined below). These devices may include a temporary or a permanent abutment and abutment components, and/or gold cylinders and retaining screws. In addition, BIOMET *3i* will provide a cash payment of up to \$500.00 per failed implant for reimbursement of actual lab fees incurred to construct the original prosthetic appliance. This payment will be made after (a) receipt of a properly completed warranty claim form (with a copy of the associated itemized laboratory invoice) and (b) approval by BIOMET *3i* Warranty Administration. For purposes of this Warranty Program, a "restorative procedure" means the clinical procedure to affix to an implant(s) a provisional or permanent restorative appliance.

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## **5.0 ELIGIBILITY:**

To receive warranty benefits, the treating doctor(s) must:

- a. Notify BIOMET 3i Warranty Administration within 30 days of the incident. Notification is accomplished by submission of a properly completed Warranty Claim Form with return of the pre-sterilized device(s) packaged such to prevent loss from damage throughout shipment;
- b. Be current in all financial account activities with BIOMET 3i; and
- c. Have installed all devices covered by this Warranty Program in accordance with BIOMET 3i prescribed procedures and in accordance with accepted medical/dental practices.

**Note: Warranty claim forms are available from BIOMET 3i's Warranty Administration and may be obtained by telephone or through the customer account representatives. All warranty claim submissions must include catalog and lot number of actual device(s) covered by this Warranty Program. Failure to provide this information or any other required information may void warranty benefits.**

## **6.0 WARRANTY MODIFICATION OR TERMINATION:**

BIOMET 3i may modify or terminate this Warranty Program at any time, provided that BIOMET 3i provides written notice of such modification or termination not less than 60 days prior to implementation. Modification or termination of this Warranty Program will not affect warranty benefits for products that are installed prior to the effective date of the modification or termination.

## **7.0 TERMINATION OF A TREATING DOCTOR:**

Within 60 days written notice to a treating doctor, BIOMET 3i may, in its sole discretion, terminate the eligibility of any participant from this Warranty Program. Such termination shall not affect benefits accruing to the participant prior to effective termination date, provided all aspects of the previous claim(s) were (are) in full compliance with this Warranty Program.

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### **8.0 NO OTHER WARRANTIES:**

**AS MANUFACTURER, BIOMET 3i WARRANTS THAT ITS PRODUCTS ARE FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. EXCEPT FOR THIS MANUFACTURERS WARRANTY AND THE TERMS OF THIS WARRANTY PROGRAM, NEITHER BIOMET 3i NOR ANY AFFILIATED ENTITY THAT MAY MANUFACTURE, DISTRIBUTE OR ACT IN ANY WAY AS AN AGENT TO BIOMET 3i, MAKES ANY OTHER WARRANTY WITH RESPECT TO THE BIOMET 3i PRODUCTS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, OTHER AGREEMENTS OR ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, BIOMET 3i AND ALL AFFILIATES DISCLAIM LIABILITY TO ANY TREATING DOCTOR FOR (A) LOST EARNINGS, INCOME OR PROFITS, (B) ALL LOSSES OR DAMAGES ARISING, DIRECTLY OR INDIRECTLY, IN WHOLE OR PART FROM THE TREATING DOCTOR'S FAILING TO CONFORM TO GENERALLY ACCEPTED STANDARDS OF DENTAL PRACTICES AND (C) ALL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM DESIGN, COMPOSITION, CONDITION, USE OR PERFORMANCE OF ANY OF THE BIOMET 3i PRODUCTS.**

### **9.0 OFFSETS:**

If a treating doctor is eligible for insurance coverage providing benefits for the failure of any covered product or if a covered product is covered by another warranty, all benefits under this Warranty Program by BIOMET 3i to the treating doctor with respect to the product shall be reduced by the amount of the insurance and/or other warranty benefits applicable to the product.

### **10.0 APPLICATION OF WARRANTY:**

Warranty benefits under this Warranty Program are exclusively for the benefit of the eligible treating doctor(s) only. Warranty benefits do not extend to any patients.

### **11.0 EXCEPTIONS:**

BIOMET 3i shall not furnish warranty benefits under this Warranty Program if the failure of the product(s) is caused by trauma or accident or by the patient in whom the products were installed. In addition, this Warranty Program shall not apply to (1) restored freestanding implants of seven millimeters or less in length; (2) implants placed in patients with contraindicating conditions related to alcoholism, prolonged corticosteroid use, blood dyscrasia, collagen diseases, uncontrolled diabetes, chronic contraindicating drug dependency, recent history of chemotherapy, osteoporosis, endocrine disease or osteomyelitis; and (3) implants that are not placed in accordance with the guidelines for Patient Evaluation and Selection contained in BIOMET 3i's

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surgical manual.

This Warranty Program does not apply to any products that are custom designed and/or manufactured or modified from an original device design for, by or at the request or order of a treating doctor, unless the device is specifically designed for such modification.

### **12.0 SOLE REMEDY:**

Biomet *3i*'s sole obligations and a doctor's and/or patient's sole remedies with respect to BIOMET *3i* Products are contained in BIOMET *3i*'s Manufacturers Warranty and this Warranty Program.

### **13.0 ENTIRE AGREEMENT:**

Except as set forth in this Warranty Program, neither BIOMET *3i* nor any affiliate of BIOMET *3i* makes any representation, warranty, covenant or other undertaking relating to the BIOMET *3i* Products. This Warranty Program sets forth the entire understanding and supersedes all prior agreements relating to warranties. This Warranty Program is governed by the laws of Florida without regard to conflicts of law principles.