Limited Warranty Policy Nuvo - Other Markets

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Este documento será escrito em / This document will be written in:
☐ Português/Portuguese / ☐ Inglês/English / ☐ Português-Inglês/Portuguese-English

Straumann offers a limited warranty for its products sold worldwide by its distributors/subsidiary, as provided in this policy.

1. Scope of Limited Warranty

- 1.1 Straumann warrants to dentists, users of its products, the replacement of implants, surgical instruments and prosthetic components used on patients that present defects or adverse events, according to the periods referred to in item 2, provided they have acquired original NUVO products from Straumann, respecting the instructions for use provided by Straumann and subject to the conditions and limitations of warranties described below. This limited warranty covers only the exchange of NUVO products; other costs associated with the treatment are not covered, including ancillary materials, chair time, lab costs and the treatment itself.
- 1.2 This limited warranty requires:
 - a) The legitimate acquisition of original NUVO products from Straumann by the dentist without the combination of products with other brands;
 - b) The patient's careful selection with clinical indication for treatment with dental implant and the proper use of this therapy; That the patient does not have any contraindication described in the instructions for use before, during or after the implant installation:
 - c) The use of the product was carried out in strict accordance with the guidelines and recommendations in the instructions of use for each product;
 - d) Compliance with care before and after surgery, as well as proper and regular oral hygiene of the patient;
 - e) Documented follow-up visits;
 - f) That the prosthesis installed on the implant allows the correct occlusion between arches.
 - g) That the limited warranty claim form is submitted fully completed to Straumann within 30 days after the occurrence.
- 1.3 The limited warranty is exclusive to the professional dentist, explicitly excluding any right to third parties, patients or intermediate suppliers.

2. Limited Warranty Periods

2.1 Straumann offers the following limited warranty periods for its products:

	Implants	Components on implants*
Ten (10) years		Stock Titanium Abutments, does not cover customizable and Replacement by an equal or equivalent metal component
Lifetime	Replacement by an equal or equivalent implant and an equivalent abutment, when necessary.	

^{*} This limited warranty includes abutments for multiple screwed prostheses produced in titanium not suffered any kind of customization and not having a provisional use.

2.2 Stock provisional components and components that are modified from the saleable condition are excluded from this limited warranty.

3. Warranty Conditions

- 3.1 In order to apply the conditions described herein, both the patient and the professional need to take the best possible care before, during and after use of the NUVO products.
- 3.2 Dentists must observe the indications and contraindications of each patient, following the recommendations contained in the product instructions for use.
- 3.3 The dentist must ensure that there was proper oral hygiene by the patient and that consultations were regularly observed and documented.

- 3.4 Straumann shall only examine the product after receiving the warranty form, which is available at www.nuvoimplants.us, duly completed, within thirty (30) days from the removal of the implant from the oral cavity.
- 3.5 The replacement of the product takes place only after the receipt of the form and within the term of 30 (thirty) days described above
- 4. Exclusions from this limited warranty
- 4.1 This limited warranty does not apply to:
 - 4.1.1 NUVO product that has not been used in accordance with the instructions for use;
 - 4.1.2 NUVO product that has suffered any kind of contamination caused by a professional or by third parties;
 - 4.1.3 NUVO product that has been modified or combined with third party products;
 - 4.1.4 Existence of contraindications mentioned in the instructions for use;
 - 4.1.5 Incorrect handling of the product by the professional dentist;
 - 4.1.6 Customized and/or temporary prosthetic components;
 - 4.1.7 Failure or defect in the product caused by accident, trauma or any cause at the responsibility of the patient, professional or third parties;
 - 4.1.8 Products that undergo modifications performed by the dentist or third parties.
- 5. General limitations and loss of limited warranty
- 5.1 The limited warranty set forth herein is the only warranty granted by Straumann.
- 5.2 Straumann assumes no responsibility to the dentist for loss of business, revenues, or lost profits, resulting from the purchase and sale of NUVO products.
- 5.3 By acquiring the implants of NUVO and participating in the guarantee program, the professional dentist accepts the terms and conditions set forth herein.

Sending Products

- 5.4 Sending the properly sanitized and sterilized product (autoclave) is mandatory.
- 5.5 The properly sanitized and sterilized product should be sent accompanied by the following documents:
 - 6.3.1. Statement Sterilization accompanying the Warranty Form, completed by the client, including the required information.
 - 6.3.2. Copy of the purchase invoice of the product;
 - 6.3.3. Completely filled form, stating all the required data;
 - 6.3.4. Copy of the patient's clinical chart;
 - 6.3.5. Periapical or panoramic radiographs.
- 6.4 Products that are not cleaned and sterilized will not be accepted for replacement and application of this warranty, and will be:
 - Discarded when received;
- 6.5 The preparation of the technical report by Straumann shall be made within forty-five (45) business days, provided that all the conditions described herein are met.
- 6.6 NUVO assures there the confidentiality of patient's clinical information.
- 6. Modifications and Termination of the Limited Warranty

Straumann reserves the right to change the warranty periods at any time, in whole or in part. The modification of this Limited Warranty Policy will not affect products placed prior to amendments thereto.

7. Term

The terms contained in this Limited Warranty Policy shall come into effect from the date mentioned in the heading of this document, covering all implants and products placed from this date.