



Limited Warranty

We, Dental Crafters, Inc. and Implant Solutions, LLC (collectively, “DCN” or “Company” or “us”), desire you, the dentists, clinicians, and medical professionals (“Customer” or “you” or “your”) ordering dental devices or products (“Device(s)”) from us, satisfaction with the Device you have purchased subject to the terms and conditions set forth in this “**Limited Warranty Statement**”. If the Device is not acceptable at the time of receipt or at the time of insertion, barring general limitations or Limited Warranty Period (defined below) conditions described below and provided prior Device history does not reveal an unwarranted order, we shall adjust, repair, or replace the Device at our discretion and at no charge, preserving the full Limited Warranty Period. Limited Warranty (defined below) conditions and periods are listed in this Limited Warranty Statement. The Limited Warranty Period begins on the date the Device was delivered to you from our facility, not the insertion date.

1. Limited Warranty.

Our limited service warranty (“**Limited Warranty**”) covers the Device against defects in workmanship and materials as set forth in this Limited Warranty Statement. For Devices covered by this Limited Warranty, DCN shall adjust, repair, or replace the Device, at DCN’s discretion. If unsatisfactory material performance is experienced within the Limited Warranty Period, the adjustment, repair, or replacement of the Device, excluding clinical costs, is covered by DCN under the Limited Warranty. In this event, the remainder of the Limited Warranty Period from the original date of delivery remains intact.

2. Non-Warranty/ Exclusion Items.

The Limited Warranty shall not cover the following:

- Repairs, both fixed and removable, performed on Devices manufactured originally in a dental laboratory other than DCN. DCN does not warrant work initially fabricated by another company.
- Immediate denture appliances due to the limited predictability of fit and occlusion.
- Deviations from original work order instructions.
- Devices that have been damaged or are ill-fitting due to accident, patient non-compliance, negligence, abuse, supporting bone, tooth or tissue failure, changed dentition, dental or muscular parafunctional habit, improper clinical protocols, or improper oral hygiene.
- Limited Warranty claims resulting from dental implant failure or excessive bone loss are not warranted except as outlined in the Fixed K3 Pro™ Implant Prosthetics Warranty in Section 6 of this Limited Warranty Statement.
- Devices that have been previously non-warranted in Device history record or have failed due to misdiagnosis or incorrect choice of Device.
- Work performed by another laboratory, cash refunds, temporary replacements, costs incurred for removal or reinsertion, or costs incurred by another laboratory.
- Devices sold to other laboratories.
- If DCN makes the customer aware of potential issues with the Device or advises against proceeding with manufacturing the Device, but the Customer authorizes us to proceed, it will be made without any Limited Warranty.

3. Bar and Abutments Limited Warranty.

To be eligible for the “**Bar and Abutments Limited Warranty**”, Devices must be (a) placed upon an implant for which the safety and efficacy was supported by at least 2 years of clinical data for this specific



implant based on reported data of a minimum of 10 patients published in a peer-review journal; (b) failure is not caused by a trauma, an accident, or by any other damage caused by the patient or a third party; and/or (c) implants were not placed in patients with accepted contra-indicated conditions to successful implant integration, including but not limited to diseases related to alcoholism, habitual smoking, uncontrolled diabetes, and/or habitual drug dependency.

4. Full Arch Implant-Support Restoration Limited Warranty.

“**Full Arch Implant-Supported Restoration Limited Warranty**” shall not include the following conditions: implant failure or loss, screws that have come loose and the patient did not return to the office for screw replacement or tightening, excessive wear exhibiting secondary and primary anatomy removed, master implant model was not verified with fit verification jig, and/or the transfer of the case to another provider.

5. Conditions to Limited Warranty.

To make a Limited Warranty claim, Customer shall return the Device together with an explanation of the problem and a request for a Device adjustment, repair, or replacement. The original work authorization (or evidence of original purchase) must be included, and the original Device and models must be returned including all original alloy (if applicable). No Limited Warranty will be given if the Device has not been paid in full and/or the Customer has an outstanding balance. DCN maintains the sole right to decide if adjustment, repair, or replacement of the Device is appropriate for the desired correction. To obtain Limited Warranty coverage, please return all working models, previous impressions, and original Device for evaluation. If a discrepancy arises, you may be subject to additional fees. If the original Device is not returned, the replacement Device will be invoiced until the Device is returned.

6. Limited Warranty Periods. The “**Limited Warranty Period**” shall be as follows:

Temporary Appliances & Repairs are warranted against defects for 60 days due to (a) the higher incidence of damage or ill-fit caused by intermittent wear, dental, skeletal, or muscular changes, or (b) because such are intended for provisional, diagnostic, or therapeutic purposes. Temporary Appliances & Repairs include but are not limited to: relines, repairs of all kinds, welds, bleaching trays, protective mouth guards, temporary crowns and bridges, printed try-ins, diagnostic appliances, wrought-wire partials, flexible partials (Fortiflex, ultraflex, thermoflex), NTI, Night Guards, Hawley retainers, Essex retainers, surgical guides or splints, custom tissue formers, flippers, and wax-ups.

Removable and Orthodontic Devices are warranted against defect for 180 days. Removable and Orthodontic Devices include but are not limited to digital or traditional dentures, cast frame / RPD partials, and lingual retainers. TAP and D-SAD devices are warranted against defect for 60 days.

Implant Supported Removable Devices are warranted against defect for 2 years. Implant Supported Removable Devices include but are not limited to fixed overdentures, fixed bar overdentures, removable (locator) dentures, removable (locator) bar dentures. Overdenture attachments and routine maintenance items in addition to denture tooth fracture are excluded from the Limited Warranty.

Fixed Restorations are warranted against defects for 5 years. Fixed Restorations include but are not limited to permanent crowns and bridges, implant abutments and crowns, and full-arch zirconia hybrids.



Supplies and non-custom products may be returned if unopened and unused in the original packaging within 30 days. Non-single-use products are warranted against defects for 30 days and maybe returned (or a pictured emailed) for replacement or credit.

Select K3 Pro™ Implant Prosthetics are warranted for the lifetime of the patient assuming the following conditions are met: (a) the dental implants are Argon K3 Pro™, and (b) Implant Solutions, LLC provided the treatment planning and surgical appliance. Select K3 Pro™ Prosthetics include abutments, titanium bars, and implant retained crowns and bridges.

7. Disclaimer of All Other Warranties.

DCN manufactures all Devices according to specifications as submitted to the lab. EXCEPT FOR THE EXCLUSIVE LIMITED WARRANTY AND REMEDY OF ADJUSTMENT, REPAIR, AND REPLACEMENT AS SET FORTH HEREIN, DCN HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE DEVICE, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF MATERIALS IN THE DEVICE OR WORKMANSHIP IN THE DEVICE, NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. Company shall not be liable to Customer for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by the insertion of the Device, the use thereof, or the failure or operation thereof.

Except where prohibited by law, DCN WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THE USE OF A DEVICE, WHETHER DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL, regardless of the theory asserted, including warranty, contract, negligence or strict liability and if such disclaimer is not permitted by law, the duration of any implied warranty is limited to 90 days from the date of Device delivery.

CUSTOMER AGREES AND UNDERSTANDS: THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, “**REPRESENTATIVES**”) IS AN INSURER; THAT CUSTOMER CURRENTLY HAS AND SHALL ALWAYS MAINTAIN INSURANCE COVERING THE CUSTOMER FOR USE/INSERTION OF THE DEVICE; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, DUE TO CUSTOMER’S ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE RESULTING FROM CUSTOMER’S INSERTION OF THE DEVICE OR THE DEVICE ITSELF.

It is expressly understood and agreed that each and every provision of this Limited Warranty Statement which provides for the limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable from any other provision, is a severable and independent element of risk allocation, and is intended to be enforced as such.

8. Indemnification.

Customer shall indemnify, defend (with attorneys of DCN’s choice), and hold DCN harmless from and against (without any condition that company or representatives first pay) all losses, and claims for damages



and expenses including without limitation attorneys' fees, which may be asserted against or incurred by DCN or its agents, officers, and representatives, made by any third parties (including the Customer's insurance company) for (i) Customer's breach of contract or warranty, express or implied; (ii) Customer's active or passive sole, joint or several negligence of any kind or degree; (iii) product or strict liability; or (iv) a claim for indemnification or contribution.

9. Modification or Withdrawal of the Limited Warranty.

DCN reserves the right to modify or withdraw this Limited Warranty Statement at any time without notice. Any such modification or withdrawal will not affect Devices already installed and fully paid by the Customer prior to the date of modification or withdrawal.

10. Miscellaneous Terms.

This Limited Warranty Statement constitutes the entire agreement and understanding between Customer and DCN regarding the Limited Warranty and supersedes any prior agreements and understandings governing your use of the Devices. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party labs, or third-party devices or implants. Our failure to enforce or exercise any right or provision of this Limited Warranty Statement shall not constitute a waiver of such right or provision. If any provision of this Limited Warranty Statement shall be unlawful, void, or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and in full force and effect. Customer agrees that this Limited Warranty Statement may be assigned by DCN, in our sole discretion, to a third party in the event of a merger or acquisition or a corporate restructuring. The section titles and headings are for convenience only and have no legal or contractual effect. No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Limited Warranty Statement or any agreement between DCN and Customer. Any rights not expressly granted herein are reserved by and for us.

Effective Date: December 30, 2022