Return Policy and Treatment Provider Warranty

Return Policy

Bio-Dent provides all bona fide customers with a 30-day product exchange return right ("Return Period") on any unmarked and unopened items for those items in which a customer can provide proof of purchase for same and return of same in original packaging. Thereafter such Return Period, Bio-Dent reserves the right to reject any such return and if Bio-Dent accepts any such return it shall assess a 20% restocking fee. Any and all returns shall be provided for an exchange of similar item(s) only and not for return of cash payment.

Limited Warranty

1. Lifetime Warranty for Bio-Dent Implants and Restorative Components

Subject to the limitations provided hereunder, Bio-Dent guarantees replacement for any Bio-Dent implant that fails to remain in the bone following a proper implant procedure by a dental technician, dentist, or physician ("Treatment Provider"). The implant and Bio-Dent restorative components placed on the implant at the time of failure will be replaced for free with the same or comparable implant and restorative components. Bio-Dent also guarantees to replace free of charge any non-temporary and non-provisional Bio-Dent restorative component that fails with the same restorative component. Bio-Dent will also replace free of charge any other non-temporary and non-provisional Bio-Dent restorative component or the Bio-Dent implant on which the failed Bio-Dent restorative component is placed with a Bio-Dent restorative component or Bio-Dent implant, if said restorative component or implant needs to be replaced in course of the replacement of the failed Bio-Dent restorative component.

2. Scope of Warranties

Any warranty given under this Warranty Program is limited to only replacement of the failed product and of such additional components (implants, restorative components) as set out in paragraphs 1 and 2 above. Shipping costs for the replacement product(s) to the Treatment Provider are included in this warranty. In the event that one of the Bio-Dent products under warranty is no longer commercially available, an alternative solution may be chosen at the discretion of Bio-Dent, including providing a refund or equivalent product. Bio-Dent does not compensate or reimburse Treatment Providers, the patient or others for any additional components, tools, treatment costs, or other costs and expenses in any way arising out of or in any way related with the replacement or failure of a Bio-Dent product.

3. Eligibility for Warranty

In order to receive benefits under the Bio-Dent Warranty program, a Treatment Provider must:

1. Perform treatments in accordance with Bio-Dent's prescribed and published instructions.
2. Comply with generally accepted dental practices at all times.
3. Comply with the handling and material instructions of Bio-Dent as published at the time of preparation, design and finishing.
4. Not have attempted or used any contraindicated implant and restorative techniques.
5. Use original Bio-Dent products exclusively and not in combination with any other manufacturer's products, except as otherwise indicated above.
6. Ensure that the patient complies with generally accepted standards of proper oral hygiene.
7. Have an account in good standing that is current and with no past due payments to Bio-Dent or any affiliated company.

Non-compliance with any points (1) through (7), respectively, above will null and void all warranties offered by Bio-Dent.

4. Trauma

Bio-Dent will not furnish any benefits under this Warranty Program (with respect to any Bio- Dent product) if the failure of the product was in connection with or related to physical trauma or caused by the patient in any manner

5. Customized Products Excluded

This Warranty Program does not apply to any products that are specially manufactured or modified or customized for and/or at the request of a Treatment Provider, including but not limited to any temporary implant systems.

6. Submitting a Warranty Claim

In order to submit a proper claim hereunder, a Treatment Provider must send a signed and completed Bio-Dent Warranty Questionnaire [supplied at request] accompanied by the failed product and the other components used by the Treatment Provider to Bio-Dent within thirty (30) days of the product failure occurrence. All implant products and components submitted with a claim must be sterilized prior to sending to Bio-Dent. In the case of an implant failure, an x- ray of the failed implant must be included with the completed Warranty Questionnaire.

7. Modification or Termination of Warranty Program

Bio-Dent may modify or terminate this Warranty Program at any time in whole or in part without advance notice. Changes to or the termination of the Warranty Program will not affect the warranties given under this Warranty Program for products installed prior to the date of the change or termination.

8. Limitations on Warranty Program

EXCEPT FOR THE WARRANTIES DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, NEITHER BIO-DENT NOR ANY AFFILIATED COMPANY WHICH MANUFACTURES OR DISTRIBUTES ANY BIO-DENT COMPONENTS MAKES ANY WARRANTY WITH RESPECT TO BIO-DENT COMPONENTS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED GUARANTEES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Bio-Dent and its affiliates disclaim any and all liability for lost earnings, income or profits, failure of a Treatment Provider to conform to generally accepted standards of dental practices, and all other direct or indirect, incidental or consequential damages resulting or arising from the design, composition, condition, use or performance of Bio-Dent products and components.

9. Application of Warranty to Treatment Providers ONLY

The warranties given under this Warranty Program are exclusively for the benefit of eligible Treatment Providers and are not for any other person or entity, including any patient.

10. Entire Agreement

Except as set forth in this Warranty Program, neither Bio-Dent nor any affiliate of Bio-Dent makes any representation, warranty, covenant or other undertaking relating to Bio-Dent products. This Warranty Program sets forth the entire understanding and supersedes all prior agreements and discussions relating to the subject matter contained herein.

This Warranty Program applies to Bio-Dent and all related companies and affiliates.

For markets served by distributors, other conditions may apply. Please contact your Bio-Dent representative for information.

11. Defective Items

All sales are final unless a product is defective. Any defective products returned to Bio-Dent must be in the original packaging and must include an invoice number and purchase date. Any returned product must be shipped in a safe, protective packaging such as a padded envelope or padded box.

12. Late Fees

Minimum Late Fee Payment Calculation Your total minimum late fee payment is calculated as follows. 1. The sum of: a. The greater of either: (i) $25; or (ii) 3.25% of the new balance shown on your billing statement (excluding any balance attributable to any special promotional purchase with a unique payment calculation); or (iii) The sum of 1% of your new balance shown on your billing statement (excluding any balance attributable to any special promotional purchase with a unique payment calculation) plus interest and late payment fees charged in the current billing cycle; PLUS b. Any past due amounts; PLUS c. Any payment due in connection with a special promotional purchase with a unique payment calculation. We round up to the next highest whole dollar in figuring your total minimum payment.