

# ARGEN<sup>®</sup> IS

## WARRANTY



Argen provides a limited warranty for all Argen manufactured custom abutments and specified bars. In addition, if an implant supplier does not honor their warranty due to the use of an Argen abutment or bar, Argen will replace both the abutment and the implant – certain limitations apply. **Please visit [argen.com](http://argen.com) for complete terms and conditions of the warranty.**



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# Argen Custom Abutment and Bar Warranty



Argen mills custom abutments and bars ("Custom Product") pursuant to each Argen customer's ("Laboratory") specifications. Argen relies on Laboratory to provide the specification to the patient's particular needs. Laboratory is solely responsible for the design of the Custom Product, the corresponding written specifications ("Specifications") and any related digital file content delivered to Argen (such file content as delivered to Argen are, collectively, the "Laboratory Data").

## Abutments and Bars

For a period of up to thirty (30) days from the date that a Custom Product is delivered to Laboratory, Argen warrants that such Custom Product shall meet the applicable Specifications provided by Laboratory to Argen ("Production Warranty"). To qualify for any repair, replacement, or extension of credit under this Production Warranty with respect to a Custom Product delivered by Argen to Laboratory, Laboratory must notify Argen within thirty (30) days of such delivery that the Custom Product does not meet its Specifications. Subject to the requirements below, Argen will repair or replace any Custom Product which does not meet the foregoing Production Warranty with respect to which Argen is notified within thirty (30) days of its delivery, free of charge, with delivery of the repaired Custom Product or replacement Custom Product to the address originally shipped. Argen, at its sole discretion, may alternatively elect to extend credit to the Laboratory for the defective Custom Product.

For the period of ten (10) years from the date of shipment to the Laboratory in the case of titanium Custom Products, or for the period of five (5) years from the date of shipment to the Laboratory in the case of zirconia hybrid Custom Products (as applicable, the "Warranty Period"), Argen warrants that such Custom Product shall be free from defects in material or workmanship ("Limited Warranty"). To qualify for any repair, replacement, or extension of credit under this Warranty with respect to a Custom Product delivered by Argen to Laboratory, Laboratory must notify Argen within thirty (30) days of such discovery of the failure or defect during the applicable Warranty Period. Subject to the requirements below, Argen will repair or replace any Custom Product which does not meet the foregoing Limited Warranty during the applicable Warranty Period, free of charge, with delivery of the repaired, or replacement Custom Product, to the address originally shipped. Argen, at its sole discretion, may alternatively elect to extend credit to the Laboratory for the defective Custom Product.

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, ARGEN IS NOT RESPONSIBLE FOR, AND THIS WARRANTY DOES NOT APPLY TO, ANY ERRORS IN ANY OF THE LABORATORY DATA OR ANY ERRORS IN LABORATORY'S DESIGNS OR THE SPECIFICATIONS PROVIDED TO ARGEN.

For each qualifying Custom Product, the decision of whether to repair, replace, or extend credit for the Custom Product will be made at Argen's sole discretion.

THIS WARRANTY EXCLUDES CUSTOM PRODUCTS THAT ARE DESIGNED OUTSIDE OF THE LIMITS SET FORTH IN THE ARGEN DESIGN LIBRARY. PLEASE REFER TO THE ARGEN DESIGN LIBRARY THAT IS PROVIDED BY ARGEN FOR USE WITH DESIGN SOFTWARE.

## Custom Products

Argen will send a return merchandise authorization form ("RMA"), a repair/replacement claim form, and return shipping form directly to the applicable Laboratory. The affected Custom Product and related parts and related parts, including the screw if supplied by Argen, must be shipped prepaid to Argen, complete with appropriate paperwork to identify the original order date and qualifying reason for return. The affected Custom Product, related parts, and all necessary paperwork must be received by Argen within thirty (30) days of Argen providing the RMA, claim form, and return shipping form to qualify for repair, replacement, or extension of credit under this Warranty. Upon receipt of the affected Custom Product, related parts, and all necessary paperwork, Argen shall have up to ten (10) business days to review the submittal.

## Implants

In the instance that an implant used with a Custom Product supplied by Argen fails during the applicable Warranty Period and the corresponding implant supplier does not honor its warranty due to the use of an Argen Custom Product and the Custom Product was the direct cause of the Implant failure, Argen will reimburse the applicable Dentist/Surgeon/Clinician the Actual Market Value of the implant PROVIDED THAT IN ALL CASES ARGEN WILL NOT BE LIABLE TO PAY MORE THAN \$1,000.00 PER IMPLANT. Actual Market Value means the amount that the manufacturer or Laboratory, as the case may be, will charge the Dentist/Surgeon/Clinician for supplying the replacement Implant.

To qualify for reimbursement, the implant and related parts must have otherwise been used as directed in the corresponding third party implant supplier's instructions. Implant must 1) be shipped to Argen along with 2) the appropriate paperwork providing

proof of the original implant supplier warranty was denied due to the use of an Argen Custom Product and manufacturer invoice or other similar documentation establishing the Actual Market Value of the implant. Upon receipt of 1) and 2) above, if the Custom Product is confirmed to be the cause of the implant failure during the applicable Warranty Period, Argen shall have up to ten (10) business days to reimburse the Actual Market Value of the implant. Reimbursement of the Actual Market Value for the non-supplier warranted implant will be provided directly to the Dentist/Surgeon/Clinician.

The reimbursement of the Actual Market Value as detailed above is the sole remedy of the Laboratory and Dentist/Surgeon/ Clinician and under no circumstances shall Argen be responsible for any other costs, damages, or harm associated in any manner with any Custom Product. Argen shall have no obligation to reimburse the Actual Market Value of the implant or otherwise should the implant have failed prior to Argen's Custom Product being placed on the implant. Departure from Argen's Custom Product protocols, guidelines, and instructions or implant suppliers' instructions nullifies any Argen Warranty. Laboratory is responsible for forwarding all Argen protocols, guidelines, and instructions to Dentist/Surgeon/Clinician.

Laboratory must be current on all accounts in order to invoke warranty.

This Warranty shall not cover any failure to either Custom Product or implant caused by: (a) trauma, accident, or other damage caused by the patient or a third party; (b) placement of the Custom Product in a patient with contraindicated conditions that would interfere with successful implant integration, including, but not limited to, disease related to alcoholism, uncontrolled diabetes, and habitual drug dependency; (c) normal wear and tear, (d) incompatible platform use and or improperly sized platform, (e) Laboratory or Dentist/Surgeon/Clinician failure to follow Argen or supplier specifications, instructions, protocols, and guidelines; (f) post manufacturing damage caused by any Laboratory or Dentist/Surgeon/Clinician or other third party manipulation; or (g) errors in any Laboratory Data or any errors in Laboratory's designs or the Specifications provided to Argen. If such disclaimer is not permitted by law, the duration of any implied Warranty is limited to ninety (90) days from the date of delivery. This Warranty is governed by the laws of the State of California. Any dispute arising out of or relating to this Warranty shall be submitted to binding arbitration in San Diego, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures or the JAMS rules then in effect. By agreeing to arbitrate, you waive your right to a jury trial. Notwithstanding any of the foregoing or any other provision of this Warranty, class arbitration is not permitted under any circumstance, meaning Argen and Laboratory may bring claims against the other only in their individual capacities. This Warranty contains the entire understanding between Argen and the Laboratory and/or Dentist/Surgeon/Clinician and supersedes any prior understandings and agreements respecting the subject matter of this Warranty. If any provision, or part thereof, of this Warranty is held invalid, the remainder of this Warranty shall not be affected thereby.

If a Custom Product is damaged in transit by shipper neglect, please contact Argen at (800) 255-5524 immediately upon receipt.

This Warranty is posted on the Argen corporate website ([www.argen.com](http://www.argen.com)). Argen reserves the right to update, modify, amend or otherwise change (each a "Warranty Change") the Warranty at any time. Any such Warranty Change shall be deemed effective once posted on the Argen corporate website. LABORATORY IS REQUIRED TO REVIEW THE ARGEN CORPORATE WEBSITE ON A REGULAR BASIS FOR THE THEN EFFECTIVE AND CONTROLLING WARRANTY.

OTHER THAN THE WARRANTY PROVIDED FOR HEREIN, ARGEN MAKES NO OTHER WARRANTY REGARDING CUSTOM PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WHERE SPECIFICALLY PROHIBITED BY LAW, ARGEN SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THE USE OF A CUSTOM PRODUCT, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, REGARDLESS OF THE THEORY ASSERTED. TO THE EXTENT PERMITTED BY FEDERAL AND APPLICABLE STATE LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. ARGEN DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY FEDERAL AND APPLICABLE STATE LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED ARGEN LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND, AT ARGEN'S OPTION, THE REPAIR, REPLACEMENT OR REIMBURSEMENT DESCRIBED HEREIN.