



123 Route 375 Woodstock, NY 12498

## Prettau™ Bridge Warranty

LIMITED WARRANTY/LIMITATION OF LIABILITY. Tischler dental Laboratory LLC ("The Company") warrants for 5 years from the date of delivery, that the Prettau™ Bridge is made according to your specification and approval from The Company in the belief that the device will be useful and provide a patient functional and esthetic benefits. Subject to the return of a device that is placed and then fails, the lab will repair or replace the device without charge for the cost of materials and workmanship. No refunds will be made. Except where prohibited by law, the lab EXCEPT AS SPECIFICALLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, INCONVENIENCE, LOST CHAIR TIME, COSTS INCURRED WHEN REMOVING OR INSERTING RESTORATIONS, IMPLANT FAILURES AND /OR DAMAGES, LOST WAGES, PAIN AND SUFFERING, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED BY COMPANY HEREUNDER.

Important mandatory steps for warranty to be in effect:

1. The doctor must provide a radiograph of the verification jig showing accurate seating of jig. The radiograph must be dated prior to initial delivery of the Prettau Bridge for this warranty to be in effect.
2. The doctor must have the original models in unaltered condition AND the PMMA approved provisional for this warranty to be in effect at the time of a warranty claim.
3. All implants at the time of initial delivery of Prettau Appliance must be in service and without mobility if a prosthetic failure of the Prettau Bridge were to occur. In other words implant failure is not covered as a cause of prosthetic failure.
4. There must be a dated radiograph of the Prettau Bridge at delivery.
5. The clinical records must show that the patient was seen for a hygiene recall exam or general recall exam at least every 6 months showing that the prosthesis was examined.

What is **not** covered under this warranty:

1. Cost incurred for removal or insertion.
2. Repairs or failure resulting from accident, neglect, abuse, failure of supportive implant fixtures, implant parts, or hard or soft tissue structures. Documentation with radiographs and photographs will be required to show a problematic issue at hand. Disclaimer; Limitation. Customer Responsibility; No Liability to Patients. Customer shall supply company in writing with all specifications and information reasonably required by Company to prepare the restoration requested by Customer. While Company reserves the right to request further specifications or information, it expressly disclaims any duty to do so and may rely entirely upon the original specifications and information provided by Customer without any duty of investigation. Customer shall be solely responsible for the accuracy of any such specifications or information. Customer shall indemnify, defend and hold Company and its officers, shareholders and directors, harmless from any and all claims, liabilities and damages arising by reason of treatment of any of Customer's patients or the actual application, fit, alignment or ultimate use of any restoration prepared by Company hereunder. IN NO EVENT SHALL COMPANY BE LIABLE TO ANY PATIENTS OF CUSTOMER FOR ANY DAMAGES RESULTING FROM ANY USE OF ANY RESTORATION OR OTHERWISE.
3. Improper adjustments or dental hygiene.
4. Use of screws or parts that were not supplied by Tischler Dental Laboratory at the time of delivery will void this warranty.
5. All pontics, cantilevers, and implant spacing, must be approved by Tischler Dental Laboratory.

Choice of Law; Venue; Attorneys' Fees. This Agreement shall be governed by the laws of the State of New York without regard to its conflicts of laws rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts in Ulster County, NY for all matters and actions arising under this Agreement. If any proceedings are required to enforce any provision or to remedy any breach of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees and costs.

11/10/12