

ARGEN[®] IS

Implant Solutions

WARRANTY



THE ARGEN CORPORATION (“Argen”) provides a Limited Warranty (“Warranty”) for all Argen titanium custom abutments, zirconia hybrid custom abutments, and SLM hybrid custom abutments. In addition, if an implant supplier does not honor their Warranty due to the use of an Argen abutment, Argen will replace both the abutment and the implant (see reverse for complete terms of this Warranty).



Argen Custom Abutment Warranty



Argen mills the custom abutments 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 abutment and any digital file content delivered to Argen.

For a period of up to Ten (10) Years from the date a titanium abutment is shipped to Laboratory, Argen warrants that it will repair or replace any such titanium abutment free of charge, with delivery of the replacement abutment to the address originally shipped.

For a period of up to Five (5) Years from the date a zirconia hybrid custom abutment or an SLM hybrid custom abutment is shipped to Laboratory, Argen warrants that it will repair or replace any such zirconia or SLM hybrid custom abutment free of charge, with delivery of the replacement abutment to the address originally shipped.

For each abutment type, the decision of whether to repair or replace the abutment will be made at Argen's sole discretion.

To qualify for any repair or replacement under this Warranty, Laboratory must notify Argen within 30 days of discovery of failure or defect. Argen will send a repair/replacement claim form and return shipping form directly to Dentist/Surgeon/Clinician. The affected abutment and related parts including screw must be shipped by Dentist/Surgeon/Clinician prepaid to Argen, complete with appropriate paperwork to identify the original order date and qualifying reason for return. Upon receipt of the affected abutment, Argen shall have up to 10 business days to review the submittal.

In the instance an implant supplier does not honor their warranty due to the use of an Argen abutment and the abutment was the direct cause of the Implant failure, Argen will replace the implant with a similar replacement part (subject to availability and Argen discretion, the replacement part may be the same or a different brand as the original implant).

To qualify for a replacement abutment and replacement non-supplier warranted implant, the implant and related parts must have otherwise been used as directed in 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 abutment. Upon receipt of 1) and 2) above, if abutment failure is confirmed, Argen shall have up to 10 business days to ship the replacement implant. Replacement for the Non-supplier warranted implant will be provided directly to the Dentist/Surgeon/Clinician.

The repair or replacement sent directly to the Dentist/Surgeon/Clinician as detailed above is the sole remedy of the Laboratory or Dentist/Surgeon/Clinician and under no circumstances shall Argen be responsible for any other costs, damages, or harm associated in any manner with either a titanium or zirconia hybrid abutment. If the implant fails prior to Argen's

abutment being placed on the implant, under no circumstances will Argen be responsible for replacing the implant.

This Warranty excludes abutments with angulations greater than 20 degrees and abutments with a post height of under 4mm.

Departure from Argen's abutment 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 abutment or implant caused by: (a) trauma, accident, or other damage caused by the patient or a third party; (b) placement of the abutment 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; or (c) normal wear and tear, (d) incompatible platform use and or improperly sized platform, or (e) Laboratory or Dentist/Surgeon/Clinician failure to follow Argen or Supplier specifications, instructions, protocols, and guidelines. If such disclaimer is not permitted by law, the duration of any implied Warranty is limited to 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 its Comprehensive 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 an abutment 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.agen.com). Argen reserves the right to update, modify, amend or otherwise change (each a "Warranty Change") the Warranty at anytime. Such Warranty Change shall be deemed effective once posted on the Argen corporate website. **LABORATORY IS NOTIFIED 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 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 AN ABUTMENT, 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 OR REPLACEMENT SERVICES DESCRIBED HEREIN.