

THE ZEST ANCHORS 10 YEAR WARRANTY



THE Zest Dental Solutions NARROW DIAMETER IMPLANT (“NDI”) WARRANTY: LOCATOR® Overdenture Implant (“LODI”) and SATURNO® Narrow Diameter Implant (“SNDI”)

Zest Dental Solutions (“Zest”) is committed to providing quality products and dedicated to gathering feedback about its products. Zest actively collects and reviews the feedback of users of our products in compliance with regulatory reporting requirements and to better help us understand market expectations and validate our products’ performance. The collection method Zest utilizes for such feedback is the Zest Product Experience Report (“PER”) form. The PER form is to be completed from information provided by the attending clinician to share their Zest product experience.

Pursuant to the ZEST NDI WARRANTY, Zest will replace covered LODI and SNDI products for a \$25 processing fee for each such qualifying covered implant that is returned (as such terms are defined below). Upon a request for replacement under the ZEST NDI WARRANTY, Zest will send a replacement product once Zest receives the returned product and completed PER form and confirms that the returned product is covered under the ZEST NDI WARRANTY. Upon shipment of the replacement product, Zest will issue the customer an invoice at \$25.

ONLY DIRECT ZEST CUSTOMERS MAY MAKE A WARRANTY CLAIM. In order to make a claim under the ZEST NDI WARRANTY please return the items mentioned below in protective packaging and send these via a shipping method which enables the package to be tracked:

Printed copy of PER form completed from information provided by the attending clinician.

Explanted product(s) in sterile condition (NON-STERILE products will not qualify for replacement)

If a product failure or loss of integration has occurred, please additionally send relevant radiographs (these will not be returned unless specifically requested, please send copies)

Send shipment to: Zest Dental Solutions
ATTN: Customer Service (US customers) or Wholesale Distribution
(Distributors/OEM Partners)
2875 Loker Avenue East Carlsbad, CA 92010

If using the electronic form, please include the Tracking Number for the returned product package.

Download ZEST NDI Product Experience Report (PDF) AT
WWW.ZESTDENT.COM

Zest Dental Solutions (“Zest”) NARROW DIAMETER IMPLANT (“NDI”) WARRANTY (Valid as of May 1, 2015)

1. Warranty beneficiary and scope: Zest Dental Solutions hereby warrants to the direct Zest customer purchasing the NDI from Zest (“Customer”) that the Zest LOCATOR Overdenture Implant (“LODI”) and SATURNO Narrow Diameter Implant (“SNDI”), when implanted according to the respective Zest LODI/SNDI Technique Manual and other written instructions provided by Zest by a clinician (the “User”), will be free from any loss or lack of integration, fracture or other structural failure for the period of 10 years (“Warranty Period”) from the time of treatment by the User (collectively, the “ZEST NDI WARRANTY”). This warranty only applies to the Customer. Third parties, particularly patients, are not covered by the ZEST NDI WARRANTY and have no rights hereunder. Customers’ sole remedy and Zest’s sole liability under this ZEST NDI WARRANTY is the replacement of the LODI/SNDI implant by Zest as set forth herein. The ZEST NDI WARRANTY only covers the replacement of the LODI/SNDI implant and not any associated costs or expenses, including, but not limited to, chair time, laboratory fees and any other associated treatment.

2. Zest Warranty conditions: In the event that any request for warranty service for an NDI is made by a Customer under the ZEST NDI WARRANTY during the Warranty Period, Zest will replace such NDI with the same or substantially equivalent product subject to the terms and conditions herein. The replacement product will be sent upon receipt of the returned product and the completed PER form and confirmation that the product is covered

under the ZEST NDI WARRANTY. To qualify for coverage under the ZEST NDI WARRANTY, the claim must be made within the applicable Warranty Period by a Customer and all conditions below must be met. Once these requirements are satisfied, Zest will send the replacement part(s) and charge the Zest Customer a \$25 processing fee per unit. The following REQUIRED conditions must be met and documented in order for coverage of a returned NDI under this ZEST NDI WARRANTY:

- 1.** The LODI/SNDI was used exclusively with all components, connections, attachments and other technology provided by Zest and not in combination with any other manufacturer’s products or technology;
- 2.** The LODI/SNDI is returned in sterile condition (or disinfected if delivered as such);
- 3.** The LODI/SNDI was implanted by a User and inspected and maintained in full compliance with the respective Zest LODI/SNDI Technique Manual valid at the time of treatment and all other Zest written instructions as well as recognized dental procedures, during and after the treatment;
- 4.** The patient had good oral hygiene which was monitored and documented by the User
- 5.** The LODI/SNDI was not subjected to damage caused by misuse, misapplication, accident, trauma or any other damage caused by external factors or the User, the patient or a third party;
- 6.** A completed and signed PER was completed and submitted no later than 10 days after the complaint is made. Customer is responsible to ensure that the PER is completed and submitted from information provided by the applicable User. Details of the incident are imperative to determine whether vigilance reporting is required to regulatory authorities.

3. Limits and limitations: This ZEST NDI WARRANTY is the only guarantee provided by Zest and shall apply in addition to any warranty rights conferred under any written sales agreement executed by Zest. The User remains free to claim rights against his supplier. EXCEPT AS SET FORTH HEREIN AND IN A WRITTEN SALES AGREEMENT EXECUTED BY Zest, Zest HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO LODI/SNDI OR ANY OTHER Zest PRODUCTS, SERVICES OR INFORMATION, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR PURPOSE OR MERCHANTABILITY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTY BY COURSE OF PERFORMANCE OR OTHERWISE.

Zest SHALL NOT BE LIABLE TO THE CUSTOMER, THE USER, THE PATIENT, OR ANY THIRD PARTY, FOR LOST EARNINGS OR PROFITS, DIRECT OR INDIRECT DAMAGES AS WELL AS COLLATERAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY RELATED TO LODI OR ANY OTHER Zest PRODUCTS, SERVICES OR INFORMATION.

- 4. Zest Warranty territory:** This ZEST NDI WARRANTY applies worldwide to LODI/SNDI implants sold by Zest, a Zest affiliated company or an official distributor of Zest on or after the validity date stated above.
- 5. Modification or termination:** Zest may modify or terminate this ZEST NDI WARRANTY at any time in whole or in part. Changes to, or the termination of the ZEST NDI WARRANTY, will not affect the warranty given for LODI/SNDI installed prior to the date of the change or termination.

LOCATOR OVERDENTURE IMPLANT (LODI) and SATURNO NARROW DIAMETER IMPLANT (SNDI) PRODUCT EXCHANGE POLICY

Zest Dental Solutions understands that customers may need to adjust inventories of LOCATOR Overdenture Implant (LODI) and SATURNO Narrow Diameter Implant (SNDI) Products in order to achieve the correct mix of sizes to treat their patients. Zest Dental Solutions will waive normal restocking fees (1:1 or greater) for exchanges during the first six months following the original purchase. Packaging cannot be written on or in any way adulterated. Shipping will still be the responsibility of the customer requesting the exchange.