

Service & Warranty terms

Megagen Benelux and Megagen Belux

*This is an automated translation meant to help you better understand the original text.
The Dutch original text is the only legally valid one.*

MegaGen Benelux and MegaGen BeLux Service & Warranty

These ("**Warranty Terms**") of MegaGen Benelux B.V. and MegaGen BeLux B.V. ("**MegaGen**" or "**we**" / "**us**") describe the warranty and service you can expect from us regarding a product purchased from us. The product(s) purchased from us to which the warranty applies will hereinafter be referred to as the "**Product(s)**." These Warranty Terms are valid as of September 15, 2024.

We sell dental products from MegaGen Implant Co. Ltd. ("**MegaGen Co. Ltd**").

MegaGen Implant Co. Ltd pays the utmost attention to design, materials, processes, and deliveries. We apply high quality standards to our activities, products, and services. This is essential for our strategies and an absolute requirement for a supplier of medical devices. The implementation of our quality policy is supported by a comprehensive quality management system that complies with international medical industry laws and regulations.

Because our products meet the highest quality standards, we offer you a warranty that provides confidence and freedom, enabling you to make the best possible choice for your patients. However, if one of our products does not meet your expectations despite our careful control, we would appreciate it if you could contact us. Collaboration and communication with you are essential to us. Your user experiences enable us to continue guaranteeing and improving the quality of our products.

We ask that you pay special attention to ensuring that all required data is fully submitted to us and that patient data is anonymized.

Warranty

The warranty mentioned in these Warranty Terms is valid from September 15, 2024, only for the products listed in the table under the General Warranty Provisions and can only benefit the party that purchased the Product directly from us.

We guarantee that the Product is free from defects due to a lack of material strength and/or stability during the warranty period specified in these Warranty Terms, provided the conditions mentioned in these Warranty Terms are met. A warranty claim honored by us regarding a Product only entitles you to a replacement of the Product. You cannot hold us liable for consequences of a Product not meeting the warranty, such as reimbursement for additional products and/or treatments related to the non-compliant Product.

The warranty period, as indicated in the table under the General Warranty Provisions, may be a duration starting from the moment of purchase or a maximum number of treatments in which the Product may be used. If the warranty covers a maximum number of treatments, the warranty will always expire 5 years after the purchase date.

In deviation from the aforementioned warranty, some Products come with a 'warranty according to the supplier's terms.' In such cases, only the warranty provided and actually granted by the supplier applies. You cannot hold us responsible for fulfilling that warranty. However, you must submit your warranty claim through us, in accordance with the terms of these Warranty Terms. If one or more of the supplier's warranty conditions are stricter than the conditions in these Warranty Terms, the stricter conditions will apply. If the supplier's warranty contains conditions not mentioned in these Warranty Terms, those additional supplier conditions will also apply. You can request the supplier's terms directly from the supplier and/or via our customer service at +31 (0)88 - 84 84 100.

Warranty Conditions

To make a warranty claim, the following conditions must be met:

- Only our original products and instruments were used, possibly in combination with a custom-made product purchased from us.
 - In such a case, you must also provide us with the original design data submitted to us for evaluation. We do not retain this design data, but it is necessary to assess your warranty claim.
- The claimant of the warranty is registered with us as a customer for the Product.
- The claimant has no outstanding payments with us, and the Product for which the warranty is requested has been fully paid.
- The treatment was performed according to standard dental practice procedures and according to our prescribed procedures, instructions, and manuals, as published at the time of treatment.
 - Implants with a small/narrow core diameter (ø3.5mm or smaller) placed in the molar region are not eligible for a warranty claim.
- The indications and contraindications were demonstrably observed.
- The patient has adhered to generally accepted standards of good oral hygiene, monitored by the warranty claimant.
- There has been no:
 - Trauma, accident, or damage caused by the patient or a third party.
 - Defect due to normal wear and tear.
- A correct prosthetic construction was made.
- The correct material combination was applied.
- The warranty claim was submitted in a timely and correct manner.
 - For *Surgery* and *Prosthetics*, the warranty claim must be received by us within 30 days after the defect was discovered or should reasonably have been discovered, in accordance with the "*Surgery and Prosthetics Action Plan*."
- For other product groups, the warranty claim must be received by us within 30 days after the defect was discovered or should reasonably have been discovered, in accordance with the "*Other Products Action Plan*."
- The action plan was followed, and formalities were met.
- The correct digital form has been filled out and submitted with the required attachments and materials.
- The form includes a unique identifier and the necessary attachments;
 - The request will only be processed after the requested clarification and photos have been provided. Requests that remain open for one month due to missing clarification and/or required photos will be closed and recorded as not accepted. The required information and photos are specified by failure type in the application form.
- The form has been anonymized. This means that the patient's personal data, such as name, date of birth, and social security number (BSN), has been removed.
- The defective Product we receive must be sterilized and safely packaged. A non-sterilized Product will not be processed, as it could pose a danger to our employees. A non-sterilized Product will be returned to you, and we may charge you for the return costs.
- It is advised to send the form with the sterilized Product in protective packaging via a traceable method.

Service & Warranty Request Procedure

- 1 Go to www.megagen.nl/garanties or www.mymegagen.nl and fully complete the online form with the required explanations and photos.
- 2 Email the form, along with the required explanations and photos, to sales@megagen.nl.
 - ▶ Upon receipt, you will receive a copy of the form you submitted by email, with a ticket number;
 - ▶ Print the received form and send it within 7 days along with the sterilized Product to: MegaGen Benelux B.V., PO Box 649, 5000 AP Tilburg. Given the value represented, it is advised to send the package in protective packaging via a traceable method.
- 3 If you need a special loan surgical kit with instruments for explanting an implant, removing an abutment, or removing an abutment screw, you must request it through customer service, quoting the ticket number. Our customer service can be reached at: +31 (0)88 - 84 84 100. **Note: rental costs will be charged.**
- 4 After receiving the Product and the form you sent, you will receive a digital receipt confirmation within 24 hours.
- 5 We will investigate your warranty claim.

In the meantime, if you wish, you can already order a new product through customer service, quoting the ticket number. Our customer service can be reached at: +31 (0)88 - 84 84 100. **Please note: in this case, the product you ordered will be invoiced.**
- 6 You will receive a message from us with the outcome of the investigation and an outline of the further processing. If desired, we will provide you with technical feedback. If we honor your warranty claim, you will receive a replacement product, quoting the ticket number, unless you have already ordered a new product using the ticket number. In the latter case, we will credit the invoice for the replacement product. By submitting a warranty claim, you transfer ownership of the defective Product to MegaGen if we honor your warranty claim.

Procedure Others

- 1 Report your warranty claim by phone to customer service. Our customer service can be reached at: +31 (0)88 - 84 84 100. You will receive a ticket number. Send a description of the defect with your (contact) details, quoting the ticket number, within 7 days, and, if applicable, the sterilized and safely packaged defective Product, to: MegaGen Benelux B.V., PO Box 649, 5000 AP Tilburg. Given the value represented, it is advised to send the package in protective packaging via a traceable method.
- 2 After receiving the Product and the form you sent, you will receive a digital receipt confirmation within 24 hours.
- 3 We will investigate your warranty claim.

In the meantime, if you wish, you can already order a new product through customer service, quoting the ticket number. Our customer service can be reached at: +31 (0)88 - 84 84 100. **Please note: in this case, the product you ordered will be invoiced.**
- 4 You will receive a message from us with the outcome of the investigation and an outline of the further processing. If desired, we will provide you with technical feedback. If we honor your warranty claim, you will receive a replacement product, quoting the ticket number, unless you have already ordered a new product using the ticket number. In the latter case, we will credit the invoice for the replacement product. By submitting a warranty claim, you transfer ownership of the defective Product to MegaGen if we honor your warranty claim.

Do you have questions about a warranty claim or need help filling out the warranty form? Feel free to contact our customer service at +31 (0)88 – 84 84 100.

Our employees are happy to assist you!

General warranty terms

These **Warranty Terms** replace previous versions of our warranty terms and warranty & service arrangements. The warranty mentioned in the most recent version of these Warranty Terms is the only warranty we offer. You can find the most recent version of the Warranty Terms on www.megagen.nl/garanties.

We can modify these Warranty Terms at any time or terminate the warranty mentioned therein. This modification or termination will not affect products placed before the date of the change or termination.

If we deem it necessary, we may involve external experts to assess (in part) your warranty claim. This may result in a longer processing time for your warranty claim. In that case, we will notify you and provide an estimate of the adjusted processing time.

If we do not honor your warranty claim, you will be informed in writing within 21 business days.

If, after rejection of your request, you wish to have the products returned, you must notify us. We will return the product at your expense. If we do not honor your warranty claim, we may charge you for the handling and investigation costs incurred, and you will be required to pay them. These costs amount to a minimum of €100.

We are responsible for maintaining strict confidentiality regarding the information we receive from you in the context of your warranty claim. You are responsible for ensuring that the patient's personal data has been fully anonymized. If your warranty claim unexpectedly contains the patient's personal data, we cannot process it.

Each warranty claim submitted is recorded in a database. This allows us to improve our products, services, and processes and ensure active monitoring of their performance.

	Lifetime	10 years	5 year	Limited use and a maximum of 5 years after purchase
Implants ▲	Replacement with equivalent			
Abutments			Replacement with equivalent	SINGLE USE HA,CS, CIS, AS and An.
Regenerative ★				According to the supplier's terms
Dental Lab Services		Denture bars Replacement with equivalent	Custom-made Replacement with equivalent	
Equipment ★				According to the supplier's terms
Digital				USAGE UNIQUE R2Guide
Instruments ★				According to the supplier's terms

The warranty is subject to the terms of the Conditions of Warranty.

- ▲ Implants with a narrow core diameter (ø3.5mm or smaller) placed in the molar region are not eligible for warranty claims.
- In the case of a fractured implant, where the warranty claim has been honored, the used MegaGen products will be reimbursed. Additionally, the technical costs and treatment costs (each with a maximum of €500) will be reimbursed, upon receipt of an invoice with the Ticket Number and justification.
- ★ For purchases made via MegaGen of brands other than MegaGen, claims can be submitted to us according to the supplier's conditions. We do not provide additional service or warranty for these, such as instruments and equipment.