



WARRANTY CONDITIONS

1. Subject of the warranty

The warranty (hereinafter referred to as „BEGO warranty“) from BEGO Implant Systems GmbH & Co. KG (hereinafter referred to as „BEGO“) applies to the benefit of dentists working in implantology, oral surgeons, maxillofacial surgeons and dental operations (hereinafter referred to as the „user“). Third parties, in particular patients or intermediate suppliers, cannot derive any rights from this. The BEGO warranty covers (I.) inserted BEGO Semados® implants and (II.) the prosthesis manufactured in accordance with the valid conditions of the German Act on Medical Devices (MPG) using additional BEGO Implant Systems products (prosthetic components, individual abutments manufactured using the BEGO CAD/CAM procedure) placed on BEGO Semados® implants (hereinafter referred to as „products“) for which the dentist has been issued a written warranty. A requirement for this is the occurrence of a demonstrable defect in the BEGO Semados® implant (material or processing defect on the part of BEGO) within the warranty period from delivery. The user is obliged to provide evidence of the defect, with the final decision on the presence of this lying with BEGO or an expert commissioned by BEGO.

2. Scope

The warranty only applies in countries with a valid registration of BEGO products within Europe (not including Turkey) through which products sold by BEGO, an associated company or an authorised sales partner and used by users within Europe (not including Turkey) and can only be claimed by users working within Europe (not including Turkey) (<https://www.bego.com/de/kontakt/partner-weltweit/implantologie-loesungen/europa>).

3. Scope of the warranty

The BEGO warranty comprises the reimbursement of the costs actually accrued for the service that needs to be provided in addition to a demonstrable defect in the BEGO Semados® implant (material or processing defect on the part of BEGO) within the warranty period from the time at which the implant was inserted (after healing of the bone), less the excess (see clause 9) and the costs covered by statutory or private health insurers.

The prerequisite for this is appropriate evidence and new treatment with products from BEGO. The obligation to provide evidence of the need in the above-mentioned sense lies with the user. The final decision lies with BEGO or an expert commissioned by BEGO.

4. Warranty content

The lack of defects in BEGO Semados® implants is guaranteed within the warranty periods mentioned from the point of delivery (for example a BEGO Semados® implant that is considered to be defective due to a lack of material strength and stability). If all of the warranty conditions have been complied with, BEGO will reimburse the following expenses:

4.1. Dental fees

This includes the costs incurred by the treating user in relation to the warranty claim, provided BEGO is responsible on the basis of the warranty. The scope of a new implant dentistry treatment may not exceed the scope of the treatment that was originally carried out. Possible additional costs due to any increases in the schedule of benefits to be applied to the particular warranty claim are taken into account in the adjustment. Other additional costs require prior approval from BEGO.

4.2 Patient excess

This includes the excess to be paid by the patient in relation to the warranty claim, provided BEGO is responsible on the basis of the warranty. This includes contractually agreed excesses with health insurance funds only if the patient can verify that these will not otherwise be reimbursed.

4.3 Dental technical expenses

This includes the costs incurred by the dental business in relation to the warranty claim, particularly those associated with the repair of a prosthesis or fabrication of a new prosthesis, provided BEGO is responsible on the basis of the warranty. The scope of the implant restoration may not



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exceed the scope of the restoration that was originally manufactured. Possible additional costs due to any increases in the schedule of benefits to be applied to the particular warranty claim (such as BEL/BEB and BEMA/GOZ) for the particular country are taken into account in the adjustment. Other additional costs require prior approval from BEGO.

4.4 Augmentative procedures and materials

This includes the costs incurred by the treating user in relation to the warranty claim, provided BEGO is responsible on the basis of the warranty, for augmentative procedures and materials (suture materials, bone replacement material, membranes etc.). The warranty benefit is paid taking into account the warranty exclusions (see clause 5).

5. Requirements for claiming and complaints procedure

The requirements for claiming the warranty are:

5.1 Before the warranty claim

5.1.1 The user is obliged to issue BEGO Security Plus patient records for the patient. A warranty sticker must be acquired and stuck on for each implant for which a warranty is to be made, and the respective BEGO Security Plus must be noted on the corresponding patient invoice. The patient must be informed about the duration of the agreed warranty and the follow-up appointments required to assure the warranty (at least 1x per year; recommended 2x year). In the case of a warranty claim, evidence must be provided using the BEGO Security Plus patient records and the associated patient invoice that the patient has had the implant treatment regularly examined by the dentist in accordance with these specifications, but at least every 12 months.

5.1.2 The user must comply with the instructions for use from BEGO applicable at the time of use and the recognised dental procedures before, during and after the treatment. The user is obliged to provide evidence of this if requested to do so by BEGO; incorrect use is considered to have occurred if the implant was not properly inserted in accordance

with the BEGO instructions for use, the abutment was not properly screwed onto the implant or the specifications from BEGO for the insertion of the implant were not complied with, particularly in the case of contraindications.

5.2 After the occurrence of a warranty claim

5.2.1 The user submits their warranty claim in writing to BEGO Implant Systems GmbH & Co. KG using the complaints form and on request encloses the denture and a copy of the patient records and the patient invoice. The user must immediately inform BEGO in writing, but no later than within four weeks, if a claim applies on the basis of the agreed warranty. The confirmation of acceptance of the repairs or fabrication of a new restoration only applies after written confirmation by BEGO. The user must provide BEGO with the following documents:

- the original patient invoices of the treating dentist and laboratory;
- the completed and signed notice of damage using the BEGO complaints form (including batch number, e.g. X-rays, models if applicable);
- the BEGO Security Plus patient records with evidence of the follow-up examinations carried out and warranty sticker(s) attached;
- suggested costs for the follow-up treatment. These documents must first be submitted to the health insurance fund/health insurer so that they can decide about their liability for benefits and the extent of the benefits
- the opinion of the patient's health insurance fund/health insurer on the liability for benefits and the extent of the benefits;
- the fee account for the treating dentist;
- corresponding to the particular country, the benefit account from other insurers (e.g. statutory health insurance provider, private health insurance fund or supplementary insurances) or justification for refusal of the benefit;
- for fabrication of a new prosthesis, the original prosthetic restoration. The fabrication of a new prosthesis for the warranty situation must be completed and inserted within a maximum of two years.



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5.2.2 The user must prevent or minimise the warranty claim where possible, following the instructions of BEGO in the process. He or she must immediately notify BEGO Implant Systems of any replacement or compensation claims or any goodwill gesture requests of any type and to follow them up.

5.2.3 If the user intentionally or through gross negligence violates any of the existing obligations, BEGO is released from any obligation to pay benefits. A grossly negligent violation of obligations can be assumed particularly if the user has made no provisions that allow data to be transferred, documents to be submitted and information to be communicated as required by these warranty conditions without breaching the conditions of the data privacy laws, medical confidentiality or other regulations. In case of a grossly negligent violation of the obligations as defined under clause 5, BEGO remains bound to pay benefits provided that the user submits evidence that the violation of the obligation does not affect the assessment of the warranty claim or the assessment or scope of the replacement of the service.

6. Limits and restrictions

This BEGO warranty and the warranty rights arise from the supply contract. The user's rights to make claims against the supplier remain unaffected. BEGO excludes any explicit or implicit guarantee and any liability to the user for lost earnings, direct or indirect damage or incidental and consequential damages that are directly or indirectly linked to products, services or information from BEGO.

7. Exclusions

The following are not covered by the warranty offered by BEGO:

- Damage when using system components that are not part of the BEGO group product range (relates to all BEGO Implant Systems prosthetics components and BEGO Semados® CAD/CAM implant prosthetics components manufactured by BEGO Medical);
- Damage when used outside of the scope of use of the respective applicable instructions for use for the relevant implant;
- Damage to or negative effects on the implant due to improper handling;
- Damage or negative effects that can be attributed to external influences (such as an accident or trauma);
- Damage or negative effects due to a change in the medical situation of the patient, particularly loss of natural teeth or implants that are not covered by the warranty;
- Damage to the prosthetic treatment that cannot be attributed to the implant products covered by the warranty (e.g. chipping of ceramic veneers);
- Financial losses of the patient and indirect losses of all types;
- Damage caused by early losses (no bone healing of the implant in the healing phase);
- Costs for preparing templates not manufactured by the BEGO group for guided surgery;
- Costs that arise from the user promising warranty services to the dentist/patient that go beyond the scope of the warranty;
- Damage or negative effects due to intentional or grossly negligent actions by the user or employees of the user;
- Damage or negative effects due to dental errors;
- implant treatment outside of the scope;
- Costs that are not reported to BEGO within a maximum of six weeks of them occurring.



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8. Level of warranty benefits

- 8.1** The warranty benefit amounts to a maximum of € 2,500 per individual implant treatment or up to a maximum of € 20,000 for a full treatment with several BEGO Semados® implants with corresponding warranty and natural teeth, if applicable.
- 8.2** Benefits paid by insurance funds, particularly benefits paid by statutory and private health insurance providers or benefits paid by a business or product liability insurance, take precedence in the warranty service from BEGO and are deducted from the warranty benefit.

9. Excess

For each warranty claim, the conditional contribution calculated as compensation for implant dentistry costs is reduced to € 50 per implant.*

10. Other

Assessment of the existence of a warranty claim in terms of the reasons and the level is the responsibility of BEGO or an expert delegated by the company subject to the current warranty conditions. The decision by BEGO or an expert delegated by BEGO is binding for the parties of the warranty contract; due legal recourse is not ruled out as a result.

11. Place of jurisdiction

The place of jurisdiction is Bremen, and German law applies.

All documents must be submitted to:

BEGO Implant Systems GmbH & Co. KG
Abteilung „Reklamationsbearbeitung“ („Complaints Processing“ Department)
Wilhelm-Herbst-Straße 1
28359 Bremen, Germany

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* Regulation in countries with foreign currencies: BEGO pays out the warranty amount in euros. The respective daily conversion rate and the bank fees for the banking institute receiving the funds on the day of the transfer of the warranty amount apply for converting the warranty amount from euros into the respective national currency.