



# GUARANTEE



**straumann**group

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WHERE  
CREATIVITY  
MEETS  
TECHNOLOGY



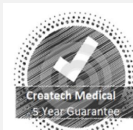


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## 1. GUARANTEE BENEFICIARY AND SCOPE

This guarantee (the “Createch Medical Guarantee” as defined below) from the Createch Medical S.L., Mendaro, Spain (“Createch Medical”) applies to the products listed below and in favour of the attending physician/dentist only (the “User”). Third parties, particularly patients of intermediate suppliers, may not derive any rights from this Createch Medical Guarantee. The Createch Medical Guarantee covers the replacement of **Createch Excellence Product Line** and **Createch Service Product Line** as defined in Section 2, with an equivalent product or the cost of a replacement.



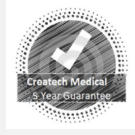

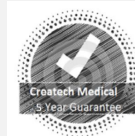
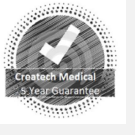
## 2. CREATECH PRODUCTS COVERED BY THE CREATECH MEDICAL GUARANTEE

		5* – year guarantee period	10** – year guarantee period	COVERAGE
<b>CREATECH EXCELLENCE PRODUCT LINE</b>	<b>Metal frameworks</b>	-		- Fit - Raw Material - Traceability - Replacement with equivalent metal framework
	<b>Zirconia Frameworks</b>		-	- Fit - Raw Material - Traceability - Replacement with equivalent Zirconia framework
	<b>PMMA Frameworks</b>		-	- Fit - Raw Material - Traceability - Replacement with equivalent PMMA framework
	<b>Aesthetic Material frameworks</b>		-	- Fit - Raw Material - Traceability - Replacement with equivalent Aesthetic material framework
	<b>Crealock Abutments</b>	-		- Raw Material - Traceability - Replacement with equivalent metal Crealock abutment

\* five (5) years from the date of shipment for Products manufactured in Zirconia, PMMA and more Aesthetic Materials.

\*\* ten (10) years from the date of shipment for Products manufactured in titanium and cobalt chromium

\*\*\* Valid of January, 2017

			5 – year guarantee period	10 – year guarantee period	COVERAGE
<b>CREATECH SERVICE PRODUCT LINE</b>	<b>MEASUREME NT + MILLING</b>	<b>Metal framewoks</b>	-		-Fit -Raw Material -Traceability
		<b>Zirconia Frameworks</b>		-	
		<b>Aesthetic Material frameworks</b>		-	
	<b>MILLING</b>	<b>Metal framewoks</b>	-		-Raw Material -Traceability
		<b>Zirconia Frameworks</b>		-	
		<b>Aesthetic Material frameworks</b>		-	

\* five (5) years from the date of shipment for Products manufactured in Zirconia, PMMA and more Aesthetic Materials.

\*\* ten (10) years from the date of shipment for Products manufactured in titanium and cobalt chromium

\*\*\* Valid of January, 2017

	Guarantee Period	Coverage
Third party implants	Same guarantee period as granted by implant manufacturer	Cost of a replacement implant

	Guarantee Period	Coverage
Createch Screws	Same guarantee period as granted by screw manufacturer	Cost of a replacement screw

### 3. GUARANTEE CONDITIONS

If a Createch Product is defective as a result of a failure of the material strength and stability of the Createch Product during the guarantee, Createch will replace the Createch Product at no cost (excluding any associated costs such as any treatments, lab fees, etc.).

If an implant was combined with a Createch Excellence Product Line, where Createch has done the measuring of the master model and designed and milled the framework, and the implant manufacturer refuses to guarantee the implant because it was combined with an Createch Product, Createch will reimburse the cost of the replacement implant (excluding any associated costs such as any treatments, lab fees etc.). The guarantee period of the Createch Guarantee on the implant shall equal the guarantee period granted by the implant manufacturer on such implant.

The guarantee for both Createch Products and implant becomes effective the day that framework is shipped from. The following guarantee conditions apply:

1. The Createch Product was used in compliance with Createch's instructions for use and the implant was used in compliance with the implant manufacturer's instructions for use, as the case may be, each valid at the time of treatment, as well as recognized dental procedures, during and after the treatment;
2. Good oral hygiene of the patient as monitored by the User;
3. The guarantee case is not resulting from an accident, a trauma or any other damage caused by the patient or a third party;
4. No guarantee for failure of implants, such as material or manufacturing defects;
5. In the case of an implant, submission of the original implant guarantee in writing plus evidence that the claim under the original guarantee was not approved by the implant manufacturer, and prove of the cost of the replacement implant; and
6. For customized Createch Products the User shall provide Createch with the manufacturing data (Createch Guarantee Card).

For returning the Createch Product, as the case may be, the following must be observed:

1. Filing of a completed and signed guarantee form not later than three months after a guarantee case arises; and
2. Return of the Createch Product, as the case may be, properly cleaned and if appropriate also disinfected.
3. Transport costs and transport risk shall be borne by the Clinician. The cost of return shipment shall be borne by CREATECH in cases covered by the guarantee.

Independent from guarantee claims, complaints should be reported as soon as possible to comply with regulatory requirements.

### 4. LIMITS AND LIMITATIONS

This Createch Guarantee is the only guarantee provided by Createch and shall apply in addition to the warranty rights conferred under the sales agreement. The User remains free to claim rights against his supplier. CREATECH HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND CREATECH HEREBY EXCLUDES ANY LIABILITY FOR LOST EARNINGS, LOST PROFITS AND DIRECT OR INDIRECT DAMAGES AS WELL AS COLLATERAL AND CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY RELATED TO CREATECH PRODUCTS OR THIRD PARTY PRODUCTS, SERVICES OR INFORMATION.

CREATECH shall not provide benefits under this Createch Guarantee if;

- the failure is caused by a trauma, an accident, or by any other damage caused by the patient or a third party; or
- the failure is caused by implants placed in patients with accepted contra-indicated conditions to successful implant integration, including but not limited to diseases related to alcoholism, uncontrolled diabetes, and habitual drug dependency; or
- the failure is due to normal wear and tear; or
- the Products have been modified, grinded, deburred or otherwise retouched.



For the avoidance of doubt, this Createch Guarantee, and the benefits and remedies set out herein, shall be exhaustive with respect to the Products and the subject matter of this Createch Guarantee, and shall exclude any other rights, benefits and/or remedies, such as laboratory and clinical treatment related fees.

#### **5. GUARANTEE TERRITORY**

This Createch Guarantee applies worldwide to Createch Products sold by a Createch affiliated company or an official distributor of Createch.

#### **6. MODIFICATION OR TERMINATION**

Createch may modify or terminate this Createch Guarantee at any time in whole or in part. Changes to or the termination of the Createch Guarantee will not affect the guarantee given under this Createch Guarantee for an Createch Product used by User and an implant implanted in a patient's mouth in combination with an Createch Product, as the case may be, prior to the date of the change or termination.

# Guarantee Form

## 1. CUSTOMER INFORMATION

Clinician's Name \_\_\_\_\_  
 Customer Account # \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Country \_\_\_\_\_  
 Reported by \_\_\_\_\_

## 2. PRODUCT INFORMATION (Please list all involved Createch Products)

Nº declaration of conformity: \_\_\_\_\_  
 Material batch: \_\_\_\_\_  
 Placement Date (D/M/Y) \_\_\_/\_\_\_/\_\_\_\_\_  
 Removal Date (D/M/Y) \_\_\_/\_\_\_/\_\_\_\_\_

## 3. PROSTHESIS INFORMATION

Project no.: \_\_\_\_\_  
 Situation MODEL / INSERTION / IN USE  
 Type of restoration? Crown/ Bridge/ RPD (upper)/ RPD (lower)/ Full (upper)/ Full (lower)/ Other: \_\_\_\_\_  
 Date framework was installed (D/M/Y) \_\_\_/\_\_\_/\_\_\_\_\_  
 Date of framework removal (D/M/Y) \_\_\_/\_\_\_/\_\_\_\_\_  
 Torque Control Device used? YES/ NO/ UNKNOWN  
 Torque applied Ncm \_\_\_\_\_ Ncm  
 Date of temporary restoration installation (D/M/Y) \_\_\_/\_\_\_/\_\_\_\_\_  
 Date of final restoration installation (D/M/Y) \_\_\_/\_\_\_/\_\_\_\_\_  
 Was the recall appointment schedule followed YES / NO  
 Description of event: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## 4. IMPLANT FAILURE INFORMATION (Only in case the implant failure was associated with a Createch Excellence Line Product failure.)

1. Does the guarantee issued by the implant manufacturer cover the implant failure? YES / NO
2. In case of NO, please provide with this guarantee form:
  - Guarantee issued by implant manufacturer
  - Proof of rejection of guarantee by implant manufacturer
  - Invoice of replacement implant
  - ID of patient concerned \_\_\_\_\_

Please return questionnaire, autoclaved product and include X-rays (as appropriate). **Use a padded pouch to return items – failure to do so could result in items lost during shipment and void guarantee program. Autoclave** all products and label them as **sterile**. Based on the Createch Guarantee Terms and Conditions, please consider replacing the above listed products.

Doctor's Signature: \_\_\_\_\_  
 Date: \_\_\_/\_\_\_/\_\_\_\_\_

