

BIOMET 3i FIVE YEAR LIMITED WARRANTY PROGRAM FOR BIOMET 3i DISTRIBUTED LOCATOR OVERDENTURE IMPLANT

1.0 PRODUCTS COVERED:

This Warranty covers only the intraoral use of the Locator Overdenture Implant (“**LODI**”) distributed by Biomet 3i, LLC (“**Biomet 3i**”) that have been surgically placed.

2.0 SCOPE AND TERMS:

Subject to limitations and exceptions described below, if a LODI implant covered by this Warranty Program fails to remain in the intraoral site into which it was surgically placed during the five-year (5) period after initial placement due to failed osseointegration, Biomet 3i will provide the warranty benefits outlined in Section 3.0 and 4.0 below. Please contact manufacturer for any other claims.

3.0 IMPLANT WARRANTY BENEFITS:

The doctor submitting a claim, upon review and approval by Biomet 3i, will receive a replacement implant equivalent to the implant placed in the surgical implant site(s). All replacement implants will be Biomet 3i devices comparable to those used in the original “surgical procedure” (as defined below). Any requested product or service substitutions shall be at Biomet 3i discretion only.

For purposes of this Warranty Program, “surgical procedure” is the clinical procedure (a) of preparing an osteotomy and inserting a dental implant(s) or (b) to reopen the osteotomy after implant(s) healing to place temporary or permanent components onto properly healed and integrated dental implants.

4.0 ELIGIBILITY:

To receive warranty benefits, the treating doctor(s) must:

- a. Notify Biomet 3i Warranty Administration within thirty (30) days of the incident. Notification is accomplished by submission of a properly completed Warranty Claim Form and return of the device(s) packaged and sterilized such to prevent loss from damage during shipment;
- b. Be current in all financial account activities with Biomet 3i; and
- c. Have installed the LODI implant covered by this Warranty Program in accordance with prescribed procedures and in accordance with accepted medical/dental practices.

Note: Warranty claim forms are available from Biomet 3i’s Warranty Administration and may be requested by telephone or through a customer account representatives. All warranty claim submissions must include catalog and lot number of actual device(s) covered by this Warranty Program. Failure to provide this information or any other required information may void warranty benefits. Further, Biomet 3i may request additional information from the treating doctor to support

a claim, before making a decision about whether the claim is eligible for coverage under this Warranty Program.

5.0 WARRANTY MODIFICATION OR TERMINATION:

Biomet 3i may revise, replace, or discontinue this Warranty Program at any time. Modification or termination of this Warranty Program will not affect warranty benefits for products that are installed prior to the effective date of the modification or termination.

6.0 TERMINATION OF A TREATING DOCTOR:

Within sixty (60) days written notice to a treating doctor, Biomet 3i may, in its sole discretion, terminate the eligibility of any participant from this Warranty Program. Such termination shall not affect benefits accruing to the participant prior to effective termination date, provided all aspects of the previous claim(s) were (are) in full compliance with this Warranty Program.

7.0 NO OTHER WARRANTIES:

BIOMET IS NOT THE MANUFACTURER OF THE LODI PRODUCT BIOMET 3i DOES NOT MAKE ANY OTHER WARRANTY WITH RESPECT TO THE LODI PRODUCTS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, OTHER AGREEMENTS OR ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITIONAL, BIOMET 3i AND ALL AFFILIATES DISCLAIM LIABILITY TO ANY TREATING DOCTOR FOR (A) LOST EARNINGS, INCOME OR PROFITS, (B) ALL LOSSES OR DAMAGES ARISING, DIRECTLY AND INDIRECTLY, IN WHOLE OR PART FROM THE TREATING DOCTOR'S FAILING TO CONFORM TO GENERALLY ACCEPTED STANDARDS OF DENTAL PRACTICES AND (C) ALL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM DESIGN, COMPOSITION, CONDITION, USE OR PERFORMANCE OF ANY OF THE LODI PRODUCTS.

8.0 OFFSETS:

If a treating doctor is eligible for insurance coverage providing benefits for the failure of any LODI product covered under this Warranty Program or if a LODI product is covered by another warranty, all benefits under this Warranty Program by Biomet 3i to the treating doctor with respect to the product shall be reduced by the amount of the insurance and/or other warranty benefits applicable to the product. The replacement LODI provided under this Warranty Program does not come with any new warranty coverage for the LODI, rather the warranty continues for the remainder of the original warranty period for the original LODI purchase.

9.0 APPLICATION OF WARRANTY:

Warranty benefits under this Warranty program are exclusively for the benefit of the eligible treating doctor(s) only. Warranty benefits do not extend to any patients.

10.0 EXCEPTIONS:

Biomet 3i shall not furnish warranty benefits under this Warranty Program if the failure of the product(s) is caused by trauma or accident or by the patient in whom the products were placed. In addition, this Warranty Program shall not apply to (1) implants placed in patients with contraindicating conditions related to alcoholism, prolonged corticosteroid use, blood dysplasia, collagen diseases, uncontrolled diabetes, chronic contraindicating drug dependency, recent history of chemotherapy, osteoporosis, endocrine disease or osteomyelitis; and (3) implants that are not placed in accordance with prescribed guidelines.

This Warranty Program does not apply to any products that are custom designed and/or manufactured or modified from an original device design for, by or at the request or order of a treating doctor, unless the device is specifically designed for such modification.

11.0 SOLE REMEDY:

Biomet 3i's sole obligations and a doctor's and/or patient's sole remedies with respect to LODI Products are contained in this Warranty Program.

12.0 NO ADMISSION OF DEFECT:

This Warranty Program is limited to its express terms and does not constitute a representation, judgment or admission of liability by Biomet 3i with respect to the LODI or any treatment or care rendered in conjunction with the LODI or the replacement implant.

13.0 ENTIRE AGREEMENT:

Except as set forth in this Warranty Program, neither Biomet 3i nor any affiliate of Biomet 3i makes any representation, warranty, covenant or other undertaking relating to the LODI Products. This Warranty Program sets forth the entire understanding and supersedes all prior agreements relating to warranties. This Warranty Program is governed by the laws of Florida without regard to conflicts of law principles.