1. **Scope**

Ziacom Medical SLU, henceforth "ZIACOM®", guarantees the quality of the materials, manufacturing and good functioning of its original ZIACOM® brand products, from now on "ZIACOM® Products". The ZIACOM® Guarantee Programme, henceforth "Guarantee Programme", applies to ZIACOM® Products. If a product is defective, before or after use, due to failure of the resistance of the material and/or the stability of the ZIACOM® Product, during the period covered by the Guarantee Programme indicated in section 3, communicate this to ZIACOM® immediately, following the Notification of Incidents procedure indicated in section 6 of this Guarantee Programme.

This Guarantee Programme refers exclusively to the ZIACOM® Products indicated in section 3 and to the clinical professional or practitioner responsible for the treatment, henceforth the "User". The processing of any Incident of a ZIACOM® Product must be managed solely and exclusively by means of this Guarantee Programme.

By purchasing any ZIACOM® Product and participating in this Guarantee Programme, the User accepts the terms and conditions provided herein.

2. **Beneficiaries**

This Guarantee Programme is for the User exclusively and no kind of responsibility is passed on to third parties, in particular patients or suppliers of any kind, who are not included in the present guarantee. The coverage provided by the Guarantee Programme ONLY provides for the substitution or replacement of the ZIACOM® Products with the same products object of the guarantee claim, or by other equivalent products if these are discontinued. Therefore, this Guarantee Programme does not cover any related cost which may arise due to other aspects.

3. **Products covered**

The Guarantee Programme covers the following products for the time described in the following table. The guarantee of this Programme does not exclude the guarantees that the User may have as a result of private agreements with ZIACOM®.

<table>
<thead>
<tr>
<th>Products</th>
<th>Duration</th>
<th>Substitution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implants</td>
<td>Lifetime guarantee</td>
<td>Substitution for an implant with the same reference or equivalent¹</td>
</tr>
<tr>
<td>Prosthodontic components</td>
<td>15 year guarantee</td>
<td>Substitution for a prosthodontic component with the same reference or equivalent²</td>
</tr>
</tbody>
</table>

**Important**

Consumable products or components, single-use products or components which are reused and those with a retaining function, are excluded from this Guarantee Programme.

¹ If this product has been discontinued or is no longer available on the market, it will be replaced by the product which has replaced it or another equivalent product from the ZIACOM® portfolio of implants.

² If this product has been discontinued or is no longer available on the market, it will be replaced by the product which has replaced it or another equivalent product from the ZIACOM® portfolio of prosthodontic components.

³ All products with a cutting function or a limited number of uses in accordance with the indications provided by the manufacturer and the instructions for use, are excluded. If this product has been discontinued or is no longer available on the market, it will be replaced by the product which has replaced it or another equivalent product from the ZIACOM® portfolio of elements and surgical instruments.

4. **General conditions**

ZIACOM® will substitute the defective product(s) covered by this Guarantee Programme for another identical product, or an equivalent product which has replaced it if it has already been discontinued.

The guarantee periods described above start from the moment of sale of the ZIACOM® Products to the User. Therefore the start date of the Guarantee Programme for these products shall be the date which figures on the sales invoice to the User.

The Guarantee Programme will be valid provided that the Guarantee Programme conditions described below are formally fulfilled and documented:
That the user

1. Has purchased the ZIACOM® Product directly and that this product has been purchased through an official, ZIACOM® sales channel.
2. Has selected the appropriate model and type of implant for the surgical technique used and the planned treatment with dental implants.
3. Has the patient’s consent perfectly documented.
4. Has used ZIACOM® Products exclusively for the whole duration of the treatment and that these have under no circumstances been modified or combined with elements or components from other manufacturers.
5. Has carried out and documented all the periodical revisions established for the treatment and on the dates set, verifying that the patient maintains good oral hygiene.
6. Has consulted and fulfilled all the protocols, work procedures and instructions for use of the ZIACOM® Products used during the treatment, both surgical and prosthodontal, which were in force at the time of carrying out the treatment.
7. Has properly selected and applied the appropriate and clinically accepted dental techniques for carrying out treatments with dental implants before, during and after the treatment.
8. Has notified and completed the ZIACOM® Guarantee Programme form (Mod-101) in all, its obligatory points in a maximum time limit of 30 calendar days after the occurrence of the incident motive for the use of the Guarantee Programme, providing ZIACOM® with all the documentation requested for study.
9. Has not exceeded 3% annual replacements of their historical purchases. Only for Non-osseointegrated implants.
10. Is up to date with all their contractual obligations with Ziacom Medical, SLU or any of its subsidiary or associated companies at the time of the Guarantee Programme request.
11. Returns the ZIACOM® Products to which they wish to apply the Guarantee Programme, to ZIACOM®, duly packaged and sterilised, together with the necessary documentation to be able to process and study the guarantee. See conditions for the return of the products at the end of this document.

That the patient

1. Does not present any of the contraindications described in the instructions for use current at that time for the ZIACOM® Product at the start of, during and after the treatment.
2. Has visited the User and undergone all the periodical check-ups established for the treatment and on the dates set for that purpose.
3. Has followed the control guidelines described by the User for maintenance, care and good oral hygiene of the treatment with dental implants.

5. Exclusion and Causes for cancellation

ZIACOM® Products are excluded from the Guarantee Programme if they:

1. If they have not been used in conformity with the conditions of use and protocols specified by ZIACOM® as manufacturer.
2. Have suffered any kind of contamination by the User or third parties other than ZIACOM® and its network of subsidiaries and official authorised distributors.
3. Have been handled and/or applied incorrectly, whether completely or partially, in any of their treatment phases, or have been handled and/or applied by unqualified staff or staff without the necessary qualifications to do so in accordance with the current legislation in each country.
4. Have reused single-use ZIACOM® Products.
5. Have not complied with any of the points in section 4, General conditions of the ZIACOM® Guarantee Programme.

Any damage to the ZIACOM® Products caused or derived, fully or partially, from injuries, accidents or any other damage caused by the patient themselves or by a third party, is completely excluded from the Guarantee Programme.

6. Notification of incidents and request

To request the guarantee of the Guarantee Programme due to an incident with a product, notification of the incident must be given a maximum of 30 days after it has occurred, following the procedure described below:

1. Code request. Telephone the Customer Service department of ZIACOM® or of the corresponding official, authorised ZIACOM® distributor for the country where you bought the product, or write an email and request a Guarantee Programme code. See list of ZIACOM® Subsidiaries or official authorised ZIACOM® distributors in section 12 at the end of this document.
2. Programme code. The ZIACOM® Customer Service department or its official authorised distributor will provide you with a personalised Guarantee Programme Code, sent by email together with the corresponding request form (Mod-101), which you must fill in and send according to the instructions in order to access the Guarantee Programme. You can also download this form from the website www.ziacom.es.
3. Time limit for sending of documentation. From the moment of receipt of the Guarantee Programme Code in their email account, the User shall have 30 calendar days to send all the necessary documentation to the ZIACOM® subsidiaries or to the corresponding official, authorised distributor. You must send the documentation perfectly completed, signed and stamped, along with the product(s) affected by this guarantee, to the ZIACOM® quality department, indicating Guarantee Programme and the guarantee code supplied, to the address and in the conditions indicated on the Guarantee Programme form.
4. Analysis. The ZIACOM® quality department will not commence the study of any communication of guarantee incidents until it has in its possession all the documentation perfectly completed, and the product(s) implicated in said guarantee.
5. Sending. All the material or product(s) sent with the documentation for the Guarantee Programme must be duly packaged and sterilised. Under no circumstances will any kind of material, or product(s) not received in the conditions stipulated by the Guarantee Programme be accepted. Thus, having been received in different conditions, ZIACOM®’s quality department shall not admit said Guarantee Programme claim and shall file the dossier as “Non Applicable”. There shall be no possibility of reopening the case and the right to said guarantee shall be lost. This will be communicated to the User.
6. Resolution. The analysis of the documentation, as well as the writing-up of the technical report by the quality department of ZIACOM® will be carried out within a maximum time limit of 60 calendar days from the receipt of all the documentation required for the study at the central headquarters of ZIACOM®. Once this time has passed, the quality department will issue a technical report in writing to the User, with the Guarantee Programme resolution in which the request of this guarantee is accepted or denied.
Important
If the maximum time limit of 30 calendar days is exceeded from when our Customer Service department communicates to you your personalised Guarantee Programme code, and the ZIACOM® quality department has not received nor has in its possession all the documentation required for the analysis of said guarantee, the ZIACOM® quality department will file said dossier as "Non Applicable or denied due to lack of data". There will be no possibility of reopening the case and the right to said guarantee shall be lost.* The sterilisation must be done exclusively by means of the ZIACOM® sterilisation protocol. (Document Doc-1066). Note. The implants to return must have been bagged and sterilised following the aforementioned procedure, but never cleaned.

7. Documentation to send
Minimum documentation to complete and send for analysis by the Guarantee Programme.

1. Guarantee Programme Form (Mod-101) duly completed, signed and stamped. At least all the fields marked as obligatory on the form must be filled in.
2. You must send the product(s) implicated or affected by the Guarantee Programme claim duly packaged and sterilised by the aforementioned procedure.
3. The additional documentation that the User considers relevant to explain the incident.

The minimum documentation requirements do not exempt the User from having to provide additional documentation as required by the quality department for the final analysis of the case if this is essential for its resolution. The Guarantee Programme will always request this additional documentation by email sent to the User, and giving a new time Limit of 30 calendar days for the receipt of this new documentation. Once this time limit has passed without the receipt of this additional documentation required from the User, the Guarantee Programme department will file said dossier as "Non Applicable or denied due to lack of data". There will be no possibility of reopening the case and the right to said guarantee shall be lost.

8. Limits and limitations
1. Only ZIACOM®, as the manufacturer of its products, can assure the guarantee conditions of its ZIACOM® Products. Therefore, no company or natural person who works with, commercialises or distributes ZIACOM® Products can define any other guarantee conditions than those indicated in this Guarantee Programme.
2. This Guarantee Programme is the sole guarantee provided by ZIACOM® for its products and is to be applied in addition to the guarantees that the User may have as a result of private agreements with ZIACOM®.
3. ZIACOM® declines any other type of guarantee or responsibility, express or implicit, full or partial, to the User for loss of gains, loss of profits, special, direct, indirect, unforeseen or emerging damages of any kind and due to any cause, as well as for collateral or consequential damages directly or indirectly related to the ZIACOM® Products, services or information.
4. The use and application of the ZIACOM® Products is out of the control of the manufacturer, and is the sole responsibility of the User of the ZIACOM® Products. All the damages which the User may cause to themselves or to third parties as a result of the use of the ZIACOM® Products, is the User's own responsibility. ZIACOM®, and any of its subsidiaries and/or official authorised distributors are exempt from responsibility for damages derived from poor handling or incorrect use of the ZIACOM® Products. The Guarantee Programme only applies to the ZIACOM® Products manufactured by Ziacom Medical, S.L. and commercialised by the means already mentioned.
5. By purchasing any ZIACOM® Product and participating in this Guarantee Programme, the User accepts the terms and conditions provided herein.

9. Geographical limitation
This Guarantee Programme is only valid for ZIACOM® Products sold in any country where ZIACOM®, any of its subsidiaries or an official distributor authorised by ZIACOM®, is present and has headquarters.

10. Modification, cancellation or termination
Modification, cancellation or termination Ziacom Medical SLU may modify, cancel or terminate, both partially and fully, the present Guarantee Programme at any time, as long as Ziacom Medical SLU informs of the changes made to its Guarantee Programme, in writing and at least 60 calendar days before their application. The notification of these changes is considered fully valid and notified if this notification is carried out by publication on the website www.ziacom.es. For this reason, you are recommended to consult the updated version of the Guarantee Programme regularly.

The modification, cancellations or termination of the Guarantee Programme shall not affect those ZIACOM® Products subject to this Guarantee Programme up until that moment and which are reported to ZIACOM® prior to the date of modification, cancellation or termination.

11. Final provisions
Ziacom Medical SLU reserves the right to terminate commercial relations with the User, the partnership in which the User participates, the company in which the User works or the entity which the User represents which, as a result of repeated non-compliance with the protocols or surgical or prosthodontic procedures, or due to not following the guidelines given in the instructions for use of the ZIACOM® Products, the origin of biased and unfounded negative opinions, disclosed directly or published, which cause discredit to the ZIACOM® brand or to Ziacom Medical SLU reserves the right to carry out as many legal actions as required to defend its image rights and with the purpose of preserving brand image and the good reputation of its products on the market.
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Consult the updated list of ZIACOM® subsidiaries and official authorised distributors on the website www.ziacom.es, contact section.