



No-Fault Remake Policy, Limited Warranty, and BruxZir Zirconia Lifetime Performance Warranty/Replacement Policy

No Fault Remake Policy

Glidewell is pleased to process all remakes or adjustments, of the below identified devices that are manufactured by USD Lab, at no additional charge if requested within the warranty period and accompanied by the return of the original device, as described in further detail below.

Limited Warranty and UniZir Zirconia Lifetime Performance

Warranty/Replacement Policy/Limitation of Liability

USD Lab ("the lab") warrants that all dental devices (a "device") are made according to your specification and approval in the belief that the device will be useful and MAKES NO OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE EXPLAINED IN THE UNIZIR ZIRCONIA LIFETIME PERFORMANCE REPLACEMENT POLICY DESCRIBED BELOW. Subject to the return of a device that is placed and then fails, the lab will repair or replace the device without charge for the cost of materials and workmanship or refund the original price paid, at the lab's option, as follows:

- ▣ UniZir Zirconia restorations, including restorations over implants, manufactured by the lab are warrantied for the life of the patient originally receiving the restoration from the date of placement. This limited lifetime performance warranty shall apply to direct end-user customers (treating clinicians) only.
- ▣ Custom implant abutments manufactured by the lab are warrantied for the life of the patient originally receiving the restoration from the date of placement (including replacement of a device that was made by the lab that was attached to said abutments and including a Universal titanium dental implant upon request at no extra charge).



- ▣ Composite resin bridges (excluding Maryland and inlay/onlay bridges) manufactured by the lab up to 2 years.
- ▣ Transition Crowns and Bridges[®] manufactured by the lab up to 2 years.
- ▣ Silent Nite[®] 3D, Silent Nite with Universal Hinges[™] dreamTAP[®], TAP[®] 3 TL, OASYS Hinge Appliance[™] and EMA[®] mandibular advancement devices manufactured by the lab up to 1 year if the failure is due to defects in materials or workmanship.
- ▣ Silent Nite and flexTAP[®] mandibular advancement devices manufactured by the lab up to 1 year if the failure is due to defects in materials or workmanship.
- ▣ Smile Transitions[™] cosmetic appliances manufactured by the lab up to 1 year if the failure is due to defects in materials or workmanship.
- ▣ Dentures and including screw-retained dentures but excluding immediate and provisional dentures manufactured by the lab up to 1 year if the failure is due to defects in materials or workmanship.
- ▣ Thermoformed appliances, thermoformed splints and the Comfort3D Bite Splint if the failure is due to defects in materials or workmanship, BioTemps[®] provisionals, composite resin, Maryland and inlay/onlay bridges, flippers and Reflex[™] Plus and provisional partials manufactured by the lab up to 6 months.
- ▣ Provisional implant prosthesis manufactured by the lab up to 60 days.
- ▣ Immediate and provisional dentures, partials, retainers, prosthetic stents, surgical guides and radiographic guides, and all other dental devices manufactured by the lab up to 30 days if the failure is due to defects in materials or workmanship.

This warranty is exclusively for your benefit, is not transferable and does not extend to any patients. You agree to pay all other costs of adjustment, repair and replacement of a device, including any chair time. Except where prohibited by law, the lab WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THE USE OF A DEVICE, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, regardless of the theory asserted, including warranty, contract, negligence or strict liability and if such disclaimer is not permitted by law, the duration of any implied warranty is limited to 90 days from the date of delivery. In the event of a dispute and absent an amicable resolution the parties mutually agree to waive class actions in favor of mandatory individual arbitration of claims under this limited warranty in and in accordance with the laws of California and the Federal Arbitration Act ("FAA") to the maximum extent permitted by law. The lab does not guarantee the performance of independent carriers used to transport the devices.



Monolithic Zirconia Crown Replacement Policy

In addition to the UniZir Zirconia restoration warranty above, the lab will also replace any failed single-unit monolithic zirconia crown manufactured by another laboratory for the life of the patient from the date of placement, if the sole reason for failure is due to fracture. This replacement policy also applies to monolithic zirconia veneers, inlays and onlays. The replacement will be made with a UniZir Zirconia restoration manufactured by the lab. This limited replacement policy specifically excludes any bridges, single-unit zirconia screw-retained implant crowns, zirconia crowns over custom or stock implant abutments, or bilayered or veneered restorations. This limited replacement policy for other laboratories' monolithic zirconia crowns shall only apply to direct end-user customers (treating clinicians).

To receive any warranty or replacement policy benefits, the treating clinician must notify the lab directly for instructions on how to exercise any warranty or replacement policy benefits. The treating clinician requesting warranty or replacement policy benefits must also be in financial good standing with the lab, and must have installed all lab or other devices in accordance with industry standard and accepted medical/dental practices. The lab reserves the right to modify or terminate its warranty program or replacement policy (or any aspect of either of them) or exclude any individual dentist or other entity from receiving this limited replacement policy benefits for any reason,

faith or violate the letter or intent of the policies. The lab will use commercially reasonable efforts to provide notice of material changes to the policies to clinicians, including by posting any updated or revised policy or warranty language on the lab's website(s).

Universal Implant Solutions Limited Lifetime Warranty:

In addition to the implant restoration warranties above custom abutments and UniZir restorations manufactured by the lab, for the life of the patient originally receiving the implant, custom abutment and/or UniZir restoration from the date of placement. This limited lifetime performance warranty shall apply to direct end-user customers (treating clinicians) only, and only applies to Universal Implants and the custom implant abutments and UniZir restorations produced by USD Lab. Custom or stock abutments produced by other manufacturers or labs and implant restorations produced by the lab from a material other than UniZir are not covered by the USD Lab Implant Solutions Lifetime Warranty.



Universal Service Dental Lab

NOTWITHSTANDING THE ABOVE, YOU UNDERSTAND AND AGREE THAT THE LAB WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR RELATIONSHIP WITH THE LAB, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED TO THE MAXIMUM EXTENT PERMITTED BY LAW. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDIC-

DEGREE PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE IN ANY EVENT THAT THE LAB'S TOTAL LIABILITY TO YOU FOR ANY OR ALL OF YOUR LOSSES OR INJURIES FROM THE LAB'S ACTS OR OMIS-SIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO THE LAB FOR THE DEVICE(S) AT ISSUE.

(Revised Form 30-April-2024)