HOIL DENTAL - Milling Service Warranty Terms & Conditions

These Terms and Conditions define the warranty coverage for milling-service products manufactured and supplied by **Hoil Dental** ("the Company"). This warranty applies only to dental professionals, dental laboratories, and authorised partners who purchase and use Hoil Dental products directly. It does not confer any direct rights on patients or other third parties. All warranty benefits apply solely where, under normal and intended clinical use, a failure arises from a **defect attributable to the Company** (manufacturing defect, design error, or fit/incompatibility issue).

Definitions

- **Third-Party Implants**: Implants not manufactured by the Company but used in conjunction with Hoil Milling products.
- Osseointegration Period: The clinical period required for an implant to achieve stable osseointegration before functional restoration.
- Material Cost: The documented purchase price of replacement implant parts (e.g., implant fixture), excluding VAT and any clinical/laboratory fees.
- **Product Lifetime**: The expected service life of the product stated in the applicable IFU/technical documentation.

1) Custom Abutment Warranty

Covered products: Custom implant abutments manufactured by the Company.

Warranty period

Titanium / Co-Cr abutments: Lifetime warranty

Scope of cover

Within the applicable period, where a Company-made abutment presents a **manufacturing/material defect** or a **design/fit error** caused by the Company, the Company will **remanufacture or replace** the product at no charge, provided it has been used in accordance with Company specifications and accepted clinical protocols.

Implant failure cover (conditional)

If an implant fails as a direct result of a defect in the Company abutment, and the implant manufacturer refuses its warranty specifically due to the use of the Company abutment, the following apply:

• Reimbursement of Material Cost for implant part replacement (e.g., fixture), and

Free remanufacture of the affected abutment.

Treatment costs for re-surgery/re-restoration (surgical, clinical, laboratory, anaesthetic, transport, etc.) are **not covered**. (Documentation requirements: see Section 5.)

2) Implant Bar & Bridge Warranty

Covered products: Implant prosthetic frameworks manufactured by the Company, including **Bars** and **Bridges** made of **Titanium or Co-Cr**.

(The new **Premium Bar** service is included; the warranty period remains the same.)

Warranty period: 10 years from the date of delivery.

Scope of cover

Where, within the applicable period, a Bar/Bridge presents a **manufacturing/material defect** or a **design/fit error** caused by the Company, the Company will **remanufacture or replace** the product at no charge, provided it has been used in accordance with Company guidelines and appropriate clinical practice.

Implant failure cover (conditional)

If, after placement, an implant fails and the implant manufacturer **refuses its warranty specifically due to use of the Company Bar/Bridge**, and the Company confirms the product defect contributed to the failure:

- Reimbursement of Material Cost for implant part replacement (e.g., fixture), and
- Free remanufacture of the prosthesis.

Treatment costs for re-surgery/re-restoration are **not covered**. (Documentation requirements: see Section 5.)

Zirconia frameworks

Zirconia Bridges/Bars: Excluded from warranty

3) Remedy & Limitations

- Replacement/Repair: Approved claims are remedied by remanufacture or replacement with the same or equivalent product. The Company bears related material and labour costs. If the exact model is discontinued, a functionally equivalent alternative or a refund of the purchase price may be provided.
- Implant Material Cost reimbursement (where applicable): For Sections 1–2 conditional cases, reimbursement is limited to the actual purchase price of implant parts (e.g., fixture) within the scope of part replacement, excluding VAT.
 Third-Party Implant cases follow Section 7. Treatment costs are excluded. No duplicate reimbursement if compensation is received from other sources.

• Continuity of cover: Any replacement/remanufactured item is covered for the remainder of the original warranty term only.

4) Exclusions

The warranty does not apply in the following cases:

- Material exclusions: All Zirconia abutments/bridges/bars are excluded.
- External/accidental damage: Patient mishandling, accidents/trauma, force majeure, or damage due to clinical/medical malpractice.
- **Improper use/protocol deviation**: Use contrary to Company instructions, incorrect torqueing, or use of **non-compatible components/configurations**.
- Patient factors/contraindications: Alcohol dependence, uncontrolled diabetes, drug misuse, severe osteoporosis, poor oral hygiene, untreated periodontal disease, etc.
- Immediate restorations/loading before completion of the Osseointegration Period.
- **Normal wear and tear**: Natural wear, discolouration, dimensional change with ordinary use.
- **Unauthorised modification or reuse**: Any alteration, re-polishing, re-machining, repair or reuse after delivery outside the Company's control.
- Non-product-defect causes: Errors in diagnosis, impression/modelling inaccuracies, unsuitable treatment planning, improper placement not caused by a Company defect.
- **Unauthorised/counterfeit products**: Items sourced through unauthorised channels or counterfeit goods.

5) Warranty Claim Procedure

- 1. **Notification deadline**: Notify the Company **within 30 days of discovering** the issue. Late claims may be rejected.
- 2. **Registration**: Contact customer support or your authorised representative to obtain the **Warranty Claim Form** and return instructions; submit the completed form and requested documentation.
- 3. Required documentation:
 - Completed Warranty Claim Form (clinical details, implant system data, failure description).
 - o **Proof of purchase** (invoice/receipt) to evidence warranty term validity.
 - Clinical documentation (radiographs, intraoral photographs, treatment notes).
 - Implant manufacturer's warranty refusal letter (where applicable), expressly linking refusal to the use of the Company product.
 - Invoice/receipt for replacement implant parts (e.g., fixture) when reimbursement is requested.

- Product return: The product must be sterilised and securely packaged per Company instructions and returned for inspection. Non-sterilised returns may delay or invalidate the claim.
- 5. Assessment & resolution: The Company will evaluate all materials and the returned product to determine eligibility. If approved, the remedy (replacement/remanufacture and, where applicable, Material Cost reimbursement) will be processed; if declined, reasons will be provided and the product returned upon request.

6) Additional Provisions

- Transferability: This warranty applies only to the original purchaser and patient and is not transferable without the Company's prior written consent.
- Voluntary warranty / statutory rights: This voluntary warranty is provided in addition to statutory warranty rights and product liability; it does not limit or replace such rights.
- General Terms of Sale: The Company's General Terms and Conditions of Sale also apply.
- Governing law & jurisdiction: These Terms are governed by the laws of England and Wales. Disputes shall be subject to the exclusive jurisdiction of the courts of England, following good-faith negotiation.
- Amendments: The Company may amend or update this policy; updates will be communicated to affected customers. Products purchased prior to an amendment remain covered under the policy in force at the time of purchase.

7) Third-Party Implant Warranty (used with Hoil Milling products)

7.1 Preconditions

- a) The implant has **completed the Osseointegration Period** before being restored with a Hoil Milling product; and
- b) The implant manufacturer **refuses its warranty specifically due to the combination** with the Hoil product.

7.2 Reimbursement basis

Where Section 7.1 is met and the Company confirms that a defect in the Hoil product contributed to the failure, the Company will **refund the Material Cost for implant part replacement (e.g., fixture)** and **remanufacture the affected Hoil product** at no charge.

7.3 Duration alignment

For Third-Party Implant cases, the warranty mirrors the third-party implant manufacturer's warranty period, provided that, in all cases, the applicable period counted from the Hoil product's delivery date shall not exceed the Product Lifetime.

7.4 Additional exclusions

- Immediate restorations/loading prior to osseointegration completion.
- Failures due to the third-party implant's **own defect** (material/manufacturing defect of the implant).
- Failures arising from **contraindications/patient factors** (e.g., alcohol dependence, uncontrolled diabetes, drug misuse).
- Damage from accidents/external factors or clinical/medical malpractice.
- Consequential or additional losses, including laboratory costs and clinical/dental treatment fees.

7.5 Order of precedence

For Third-Party Implant cases, the **basis and scope of Material Cost reimbursement** in this Section prevail over any inconsistent provision in Sections 1–3.

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