WARRANTY QUESTIONNAIRE

Z-SYSTEMS ceramic implants

Please complete this form with as much details as possible. If appropriate, attach the product(s) in sterile condition and any relevant radiographs or clinical photos to this form.

PLEASE NOTE:
- Product(s) must be returned within 30 days of the date of the event.
- Returned product must be autoclave sterile (to protect our employees) but not cleaned, packaged in protective pouch and labelled "sterile".
- Only signed and properly documented Warranty Questionnaires will be considered.
- Only one replacement implant per day and per tooth qualifies for replacement.

Z-SYSTEMS USE ONLY	
Complaint N°:	
Product returned and sterile?	O yes O no
Expiration date of product:	
Information complete:	O yes O no
Evaluation by CMO needed?	O yes O no
Technical evaluation needed?	O yes O no
Date:	**Signature:**

CUSTOMER INFORMATION

Clinician: _____ **Facility:** _____
Address: _____ **City:** _____
Phone: _____ **E-Mail:** _____

PATIENT INFORMATION *for privacy DO NOT use patient's name*

Patient ID: _____ O Smoker O Bruxism O Compromised immunity
Age: _____ O Drug or alcohol abuse O Xerostomia O No significant findings
Gender: O m O f O div. O Diabetes mellitus O Limited oral hygiene O Other: _____

PRODUCT INFORMATION

REF-Number	Lot Number	Placement Date / Event date	Regio
		/	
		/	

SURGERY INFORMATION

Time of implantation
O immediate implantation
O early implantation
O late implantatation
O no information

Bone quality
O D1
O D2
O D3
O D4

Bone defects
O horizontal
O vertical
O no information

Insertion mode/torgue
O manual/_____Ncm
O mechanical/_____Ncm

Protection
O long-term prov. restoration
O prothesis
O protective splint
O other

Sinus elevation
O yes O no

Augmentation
O yes O no

Was primary stability achieved? O yes O no
Was osseointegration achieved? O yes O no

PROSTHESIS INFORMATION

Temporary restoration/Date: _____
O long-term provisional
O bridge
O other _____

Final restoration/Date: _____
O crown
O bridge
O other _____

EVENT INFORMATION

Were any of the following conditions involved in the event?
O Trauma/Accident
O Peri-implantitis
O Sinus perforation
O Infection
O Implant fracture
O Abutment fracture
O Poor bone quality
O Poor bone quantity
O Chipping during insertion
O Biomechanical overload
O Bruxism
O Bone augmentation

At the time of the event/implant removal:
O Inflammation
O Mobility
O Asymptomatic
O Swelling
O Pain
O Bleeding
O Fistula
O Increased sensitivity
O Numbness
O Hypersensitivity
O Abscess
O other: pls describe below

Please describe the event: Why do you think the event occurred?

Before sending the complaint:

O *We hereby confirm that the product was used according to the instructions for use (IFU).*
O *We hereby confirm that the warranty conditions (pls see next page) are read and accepted.*
O *Autoclave all products, but do NOT clean them, and mark them STERILE.*
O *Attach the product and the radiographs to this Warranty Questionnaire.*
O *Complete this template, including name, date and signature.*

Name: _____
Date: _____ **Signature:** _____

Z-SYSTEMS WARRANTY

WARRANTY QUESTIONNAIRE

1. Warranty Beneficiary and Scope
This warranty (the "**Warranty**") from Z-Systems AG, Oensingen, Switzerland ("**Z-SYSTEMS**"), applies to the implants, abutments, drills, instruments and accessories manufactured and distributed by Z-SYSTEMS (the "**Product**") and exclusively to the benefit of the purchasing physician/dentist (the "**User**"), subject to the limitations and exceptions of this Warranty outlined below. Any person or entity other than the User, including patients, laboratories or intermediate suppliers, are excluded from and may not derive any rights from this Warranty.
The Warranty period is 24 months starting on the day of delivery to the User. If, in case of an implant, the User can prove a later date of implantation of the Product with a dated radiograph on the day of implantation of the Product, the 24 months Warranty period shall commence the day of implantation of the Product.

2. Type of Warranty
Provided all Warranty conditions are fulfilled (see Section 3 below), Z-SYSTEMS will replace the Product with the same or a substantially equivalent Product.

3. Warranty Conditions
Z-SYSTEMS hereby warrants that, if any Product is defective as a result of defective craftsmanship or defective material used, if the precision of the dimensions or physical or mechanical characteristics confirmed in writing by Z-SYSTEMS are not true (such defects together, the "**Defects**") and Z-SYSTEMS receives this completed Warranty Questionnaire during the Warranty period set out in Section 1 and the conditions set forth on page 1 of this Warranty Questionnaire and in the following paragraph are all fulfilled, Z-SYSTEMS will replace the Product with the same or a substantially equivalent Product. A Warranty claim exists only if all of the following Warranty conditions are individually and collectively met and documented:
3.1 Z-SYSTEMS Products have been used exclusively and not in direct or indirect combination with any other manufacturer's products;
3.2 Return of the Product in autoclave sterilized condition (or disinfected if delivered as such) within the time stated in item 3.6 below;
3.3 Full compliance with and application of instructions (in the IFU, among others) valid at the time of treatment as well as recognized dental procedures, during and after the treatment;
3.4 Good oral hygiene of the patient as monitored by the User;
3.5 Products were indicated and no contra-indicated conditions existed for particular patient;
3.6 Filing of a completed and signed Warranty Questionnaire within thirty (30) days from the date on which a claimed Defect was discovered and receipt by Z-SYSTEMS of the completed and signed Warranty Questionnaire during the Warranty period set forth above;
3.7 For customized Product, the User has provided Z-SYSTEMS with the design data;
3.8 No changes or modifications have been made to the Product, in particular not by the User;
3.9 User making a claim under this Warranty must have paid all amounts due to Z-SYSTEMS at the time when this form is submitted;
3.10 The purchaser must examine the goods delivered for transport damage upon receipt. The purchaser must advise Z-SYSTEMS in writing with the Z-SYSTEMS Warranty Questionnaire of any defects within fourteen (14) days from receipt of the product and provide details. Should the purchaser fail to do so within the fourteen-day period, the product delivered shall be deemed free from all defects in all its functions and accepted.

Transport costs, the cost of return shipment and transport risks in connection with any Product returned to Z-SYSTEMS in accordance with item 3.2 above or otherwise shall be borne by the User.

4. Limitations of Warranty and Liability
4a) Limitation of Warranty
This Warranty is the only warranty provided by Z-SYSTEMS or any of its affiliates. Warranty /claims for any other defects than Defects according to Section 3 above are excluded to the fullest extent legally permitted. In particular, the following is excluded from the Warranty:
- any associated costs, including but not limited to chair time as well as laboratory and clinical or any other treatment related fees;
- defects and faults for which Z-SYSTEMS is not responsible, such as natural wear and tear, force majeure, improper treatment or improper use of the Product, errors when using them, failure to observe the indication recommendations, non-compliance with Z-SYSTEMS' instructions (by the user or the patient), incorrect loading/overloading (which may result in breaking or loss of an implant), interventions by the purchaser or third parties, unsuitable equipment, extreme environmental influences or aesthetic defects that do not hinder the functionalities;
- defects and faults resulting from an accident, a trauma or that are caused by the patient or a third party;
- defects and failures due to normal wear and tear;
- single-use instruments;
- matrices, inserts and cutting instruments (since these are subject to expected wear during intended use);
- zero-day implant failures because of e.g. insufficient primary stability and/or wrong implant size selected, and / or inappropriate handling (e.g. implant drops on the floor) etc.

For the avoidance of doubt, this Warranty, and the benefits and remedies set out herein, shall be exhaustive with respect to the Product, and shall exclude any other rights, benefits and/or remedies. In particular, any other claims by the User based on defective delivery, in particular, for damages, indirect or consequential harm (including, but not limited to, lost profit) caused by a defect and withdrawal, shall be excluded.

No guarantees or assurances are granted. There are no explicit or implicit representations, except for those which are expressly confirmed in writing by Z-SYSTEMS.

Neither Z-SYSTEMS, nor any of its affiliates gives any warranty, representation or guarantee on products supplied by third parties, parts or semi-finished products.

4b) Limitation of Liability
To the extent permitted by law, Z-SYSTEMS excludes any liability for damage incurred as well as punitive and consequential damage (including, but not limited to, loss of profit, loss of use) to the User and any third parties. The limitation of liability according to Article VI. of Z-SYSTEMS General Terms of Sale applies.

5. Applicable Law and Place of Jurisdiction
The Z-SYSTEMS Warranty is exclusively governed by the substantive laws of Switzerland . This shall apply in particular even if the User has its registered office in another country. The provisions of the Vienna Convention (UN Convention on Contracts for the International Sale of Goods dated 11 April 1980) are explicitly excluded.
The place of jurisdiction for judgment of all disputes between the Z-SYSTEMS and the User, their authorized agents or successors shall be Z-SYSTEMS' registered office in 4702 Oensingen (Canton of Solothurn, Switzerland).

6. Modification or Withdrawal
Z-SYSTEMS may modify or terminate this Warranty at any time in whole or in part. Modifications to or the withdrawal of the Warranty will not affect the Warranty given for Z-SYSTEMS Products installed and fully paid prior to the date of the modifications or withdrawal of Warranty.

CONTACTS

If you have any queries, please contact your Z-Systems Territory Manager or Support: ***support@zsystems.com***.

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