

Abutment Limited Warranty

This Warranty covers Custom Milling Center, Inc. (“CMC”) custom abutments that are sold by and under the CMC name (the “Product”). The warranty is exclusively for the benefit of eligible treating clinicians (individually, a “Clinician”) and is not for the benefit of any other person or entity, including, but not limited to, any patients, laboratories and other intermediate suppliers.

1. **Warranty Period.** This Warranty is granted for a period of seven years from the invoice date of the Product.

2. **Scope of Warranty.** Subject to the eligibility requirements set forth below, if the Product or the associated implant fails during the Warranty Period, CMC will reimburse the cost of the Product and will reimburse the cost of the implant with proof of the invoice price at no additional cost to Clinician.

3. **Eligibility.** To be eligible for the Warranty, the Clinician must:
 - a. Provide notice to CMC within 30 days after the failure of the Product was discovered. Such notice shall include documentation demonstrating the facts and circumstances surrounding the failure of the Product; and
 - b. Not have any outstanding balance owing to CMC.

4. **Transportation Costs.** The Clinician shall be responsible for all transport costs and risks, except that CMC shall reimburse the Clinician for the cost of return and replacement of the failed Product.

5. **Exclusions.** This Warranty shall not apply if the failure is caused by:
 - a. Trauma, accident, or other damage by the patient or a third-party;
 - b. Placement of the Product in a patient with accepted contra-indicated conditions that would interfere with successful implant integration, including, but not limited to, diseases related to alcoholism, uncontrolled diabetes, and habitual drug dependency; or
 - c. Normal wear and tear.

6. General Limitations. EXCEPT AS SET FORTH IN THIS WARRANTY, NEITHER CMC, NOR ANY OF ITS REPRESENTATIVES OR AFFILIATES, MAKE ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR OTHER UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE.6. General Limitations. EXCEPT AS SET FORTH IN THIS WARRANTY, NEITHER [HSI LAB], NOR ANY OF ITS REPRESENTATIVES OR AFFILIATES, MAKE ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR OTHER UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE.