



AMS Dental Technologies, Inc. ("AMSDTI") provides a Limited Warranty ("Warranty") for all Zirconia Crowns and bridges, and AMS titanium custom abutments and zirconia hybrid custom abutments. In addition, if an implant supplier does not honor their Warranty due to the use of an AMS abutment, AMS will replace both the abutment and up to 50% of the cost of the implant

AMS Restoration Services Warranty

AMSDTI mills Zirconia crowns & bridges and custom abutments pursuant to each customer's ("Laboratory") specifications. AMSDTI relies on the Laboratory technician to provide the specification to the patient's particular needs. The Laboratory is solely responsible for the design of restoration and any digital file content delivered to AMSDTI. In the event that AMSDTI designed the restoration based on the Laboratory's script and instructions, the Laboratory is solely responsible for reviewing and approving restoration prior to delivering the device to the Dentist/Surgeon/Clinician.

For a period of up to seven (7) Years from the date a Zirconia Crown Bridge, or titanium abutment is shipped to the Laboratory, AMSDTI will repair or replace any such titanium abutment free of charge, with delivery of the replacement abutment to AMSDTI.

For a period of up to Five (5) Years from the date a zirconia hybrid custom abutment is shipped to Laboratory, AMSDTI will repair or replace any such zirconia hybrid custom abutment free of charge, with delivery of the replacement abutment to AMSDTI.

For each abutment type, the decision of whether to repair or replace the abutment will be made at AMSDTI's sole discretion.

To qualify for any repair or replacement under this Warranty, the Laboratory must notify AMSDTI within 30 days of discovery of failure or defect. The affected abutment and related parts including screw must be shipped by Dentist/Surgeon/Clinician prepaid to AMSDTI, complete with appropriate paperwork to identify the original order date and qualifying reason for return. Upon receipt of the affected abutment, AMSDTI shall have up to 15 business days to review the submittal.

In the instance an implant supplier does not honor their warranty due to the use of an AMSDTI abutment and the abutment was the direct cause of the Implant failure, AMSDTI will pay for up to 50% of the cost to replace the implant with a similar replacement part (subject to availability and AMSDTI discretion, the replacement part may be the same or a different brand as the original implant).

To qualify for a replacement abutment and replacement of any non-supplier warranted implant, the implant and related parts must have otherwise been used as directed in supplier's instructions. The Implant must 1) be shipped to AMSDTI along with 2) the appropriate paperwork providing proof of the original implant supplier warranty was denied due to the use of an AMSDTI abutment. Upon receipt of 1) and 2) above, if abutment failure is confirmed, AMSDTI shall have up to 10 additional business days to ship the replacement implant. Replacement for the Non-supplier warranted implant will be provided directly to the Dentist/Surgeon/Clinician.

The repair or replacement sent directly to the Dentist/Surgeon/Clinician as detailed above is the sole remedy of the Laboratory or Dentist/Surgeon/Clinician and under no circumstances shall AMSDTI be responsible for any other costs, damages, or harm associated in any manner with either a titanium or zirconia hybrid abutment. If the implant fails prior to AMSDTI's abutment being placed on the implant, under no circumstances will AMSDTI be responsible for replacing the implant.

OTHER THAN THE WARRANTY PROVIDED FOR HEREIN, AMSDTI MAKES NO OTHER WARRANTY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Except where specifically prohibited by law, AMSDTI SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THE USE OF AN ABUTMENT, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, regardless of the theory asserted. TO THE EXTENT PERMITTED BY FEDERAL AND APPLICABLE STATE LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AMSDTI DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY FEDERAL AND APPLICABLE STATE LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED AMSDTI LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND, AT AMSDTI'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN.

This Warranty excludes abutments with angulations greater than 20 degrees and abutments with a post height of under 4mm.

Departure from AMSDTI's abutment protocols, guidelines, and instructions or implant Suppliers instructions nullifies any AMSDTI warranty. The Laboratory is responsible for forwarding all AMSDTI protocols, guidelines, and instructions to Dentist/Surgeon/Clinician.

The Laboratory must be current on all accounts with AMSDTI and United Dental Resources Corporation in order to invoke a warranty claim.

This Warranty shall not cover any failure to either abutment or implant caused by: (a) trauma, accident, or other damage caused by the patient or a third party; (b) placement of the abutment in a patient with contraindicated conditions that would interfere with successful implant integration, including, but not limited to, disease related to alcoholism, uncontrolled diabetes, and habitual drug dependency; or (c) normal wear and tear, (d) incompatible platform use and or improperly sized platform, or (e) Laboratory or Dentist/Surgeon/Clinician failure to follow AMSDTI or Supplier specifications, instructions, protocols, and guidelines. If such disclaimer is not permitted by law, the duration of any implied Warranty is limited to 90 days from the date of delivery. This Warranty is governed by the laws of the State of Illinois. Any dispute arising out of or relating to this Warranty shall be submitted to binding arbitration in Will County, Illinois before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures or the JAMS rules then in effect. By agreeing to arbitrate, you waive your right to a jury trial. Notwithstanding any of the foregoing or any other provision of this Warranty, class arbitration is not permitted under any circumstance, meaning AMSDTI and the Laboratory may bring claims against the other only in their individual capacities. This Warranty contains the entire understanding between AMSDTI and the Laboratory and/or Dentist/Surgeon/Clinician and supersedes any prior understandings and agreements respecting the subject matter of this Warranty. If any provision, or part thereof, of this Warranty is held invalid, the remainder of this Warranty shall not be affected thereby.

You agree to indemnify and hold the AMSDTI harmless from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of said devices. AMSDTI does not guarantee the performance of independent carriers. You acknowledge that limitations on liability are a usual part of business-to-business relationships, and a common practice in the dental industry, and that such limitations as specifically stated above are relied upon by AMSDTI when establishing the cost of providing dental laboratory services to your order. All matters arising from said relationship shall be interpreted and enforced in accordance with the laws of Illinois.

This Warranty is posted on the AmericaSmiles website (www.AmericaSmiles.net). AMSDTI reserves the right to update, modify, amend or otherwise change (each a "Warranty Change") the Warranty at anytime. Such Warranty Change shall be deemed effective once posted on the AMSDTI corporate website. THE LABORATORY IS NOTIFIED TO REVIEW THE AMSDTI WEBSITE ON A REGULAR BASIS FOR THE THEN EFFECTIVE AND CONTROLLING WARRANTY.