

AA Dental Design, Inc. Warranty

No-Fault Remake Policy

AA Dental Design, Inc. is pleased to process all remakes or adjustments of the below-identified devices manufactured by AA Dental Design, Inc. 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.

Warranty Coverage:

- **General Products:** The lab guarantees all final products for **3 years** from the placement date. This warranty does not cover customized and stocked implant parts produced by other manufacturers or labs, nor does it cover shade changes from the shade initially requested.
- **All-on-4 NobelProcera:** Final products for the All-on-4 NobelProcera manufactured by the lab are warranted for **10 years** from the placement date. This warranty does not cover shade changes from the shade initially requested.

Terms and Conditions:

1. **Exclusive Benefit:** This warranty is exclusively for your benefit, is not transferable, and does not extend to any patients.
2. **Cost Responsibility:** You agree to pay all other costs of adjustment, repair, and replacement of a device, including any chair time.
3. **Liability Limitation:** 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. If such a disclaimer is not permitted by law, the duration of any implied warranty is limited to 90 days from the date of delivery.
4. **Dispute Resolution:** 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 accordance with the laws of California and the Federal Arbitration Act ("FAA") to the maximum extent permitted by law.
5. **Carrier Performance:** The lab does not guarantee the performance of independent carriers used to transport the devices.
6. **Damage Limitation:** 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 JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM 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 OMISSIONS, 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.