

Service & Warranty terms

Megagen Benelux and Megagen Belux

*This is an automated translation meant to help you better understand the original text.
The Dutch original text is the only legally valid one.*

MegaGen Benelux and MegaGen BeLux Service & Warranty

These Service & Warranty Terms and Conditions apply to warranty and service requests relating to Products purchased directly from us and do not apply to requests for returns, exchanges or commercial credit notes for Products without a warranty claim. Such requests are governed by our Return Policy.

Our General Terms and Conditions of Sale and Delivery remain fully applicable. Capitalized terms shall have the same meaning as in our General Terms and Conditions of Sale and Delivery unless expressly stated otherwise in these Service & Warranty Terms and Conditions. In the event of any conflict, these Service & Warranty Terms and Conditions shall prevail.

Our manufacturer exercises the highest possible level of care in design, materials, processes and deliveries. We maintain high quality standards for our operations, products and services. This is essential to our strategy and an absolute requirement for a medical device supplier. The implementation of our quality policy is supported by a comprehensive quality management system that complies with applicable international medical industry regulations.

Because our products meet the highest quality standards, we offer you a warranty that provides confidence and peace of mind, enabling you to make the best possible choice for your patients. If, despite our careful quality controls, one of our products does not meet your expectations, we would greatly appreciate hearing from you. Cooperation and communication with our customers are essential to us. Your experiences allow us to continue maintaining and improving the quality of our products.

We specifically request that you provide all information we require in full and that all patient data is anonymized.

Warranty

The warranty referred to in these Warranty Terms and Conditions is effective as of 1 September 2024 and applies exclusively to the products listed in the table under General Warranty Provisions. The warranty may only be claimed by the party that purchased the Product directly from us.

We warrant solely that the Product will be free, during the applicable warranty period, from defects demonstrably caused by deficiencies in material strength or stability, provided that all conditions set out in these Warranty Terms and Conditions have been met.

A warranty claim approved by us entitles you solely to replacement of the Product or, if confirmed by us in writing, a credit note for the invoice relating to the replacement Product. Under this warranty, you cannot hold us liable for any other consequences arising from a Product failing to comply with the warranty, including costs of additional products, treatments, corrective procedures, or any other direct or indirect damages.

The warranty period, specified in the table under General Warranty Provisions, may consist either of a period of time from the date of purchase or of a maximum number of treatments in which the Product may be used. Where the warranty is based on a maximum number of treatments, it shall in any event expire five (5) years after purchase.

For Products for which the warranty is stated as "warranty according to supplier's terms and conditions", only the warranty actually offered and granted by the relevant supplier shall apply. Warranty claims must be submitted through us in accordance with these Warranty Terms and Conditions, but we are not required to provide more than what the supplier provides under its own warranty terms. If the supplier's warranty terms are stricter than these Warranty Terms and Conditions, the stricter provisions shall apply. Any additional requirements imposed by the supplier shall also apply.

The period for submitting a warranty claim does not affect the notification obligations under our General Terms and Conditions of Sale and Delivery, including the obligation to immediately report product complaints, suspected product defects, incidents and safety issues.

Warranty Conditions

To qualify for warranty coverage, at minimum the following conditions must be met:

- Only our original Products and instruments have been used, if applicable in combination with a custom-made Product purchased from us.
- If the warranty claim relates in whole or in part to a custom-made Product, you must also provide the original design data submitted to us for that Product. We do not retain these design files and therefore require them for assessment of the warranty claim.
- The claimant must be registered with us as the customer for the Product concerned.
- The claimant must have no overdue payment obligations towards us, and the Product for which warranty coverage is requested must have been paid in full.
- The treatment must have been performed in accordance with standard dental practice procedures and our published procedures, instructions and manuals applicable at the time of treatment.
- No warranty claim may be made for implants with a small/narrow core diameter (Ø3.5 mm or smaller) placed in the molar region.
The indications and contraindications were demonstrably observed.
- The indications and contraindications must demonstrably have been observed.
- The patient must have complied with generally accepted standards of oral hygiene, monitored by the claimant.
- There must be no:
 - Trauma, accident, or damage caused by the patient or a third party.
 - A defect due to normal wear and tear.
- A proper prosthetic construction must have been fabricated.
- The correct material combination must have been used.

Submitting a Warranty Claim

- Warranty claims must be submitted correctly and in a timely manner through our service module: Service & Warranty - MegaGen (www.megagen.nl/garanties)
 - For *Surgery* and *Prosthetics*, the warranty claim must be received by us within 30 days after the defect was discovered or should reasonably have been discovered, in accordance with the "*Surgery and Prosthetics Action Plan*."
 - For other product groups, the warranty claim must be received by us within 30 days after the defect was discovered or should reasonably have been discovered, in accordance with the "*Other Products Action Plan*."
- The relevant procedure must be followed and all formal requirements complied with.
- The request must be submitted via the service module and accompanied by all required documentation and materials.
- The request must include the reference number assigned by us and all required attachments.
 - A request can only be submitted when all required explanations and photographs have been provided. Requests that remain open for more than one month due to missing information and/or required photographs will be closed and registered as not accepted.
- All requests must be anonymized. This means that patient personal data, such as name, date of birth and social security or identification number, must be removed.
- Any defective Product returned to us must be sterilized and safely packaged. Non-sterilized Products will not be processed because they may pose a risk to our employees. Such Products will be returned to you and we may charge related costs.
- We recommend shipping the sterilized Product in protective packaging using a traceable shipping method.

Implant procedure

1 Complete the digital module

- Go to www.megagen.nl/garantieenservice and complete the digital module.
- Answer all questions fully and upload the required explanations and photographs.

2 Receive confirmation

- Na afronding ontvangt u per e-mail een bevestiging met uw ticketnummer en een overzicht van uw aanvraag.

3 Send the product

- Within 7 days, send the sterilized Product, quoting the ticket number, to:
MegaGen Benelux B.V.
Postbus 649
5000 AP Tilburg
- Ensure the Product is well protected and shipped using a traceable shipping method.
- If preferred, a collection request can be arranged via our Customer Service department.

4 Request loan kits if required

Need a special surgical loan kit? Contact Customer Service and quote the ticket number: +31 (0)88 - 84 84 100

5 Receipt and assessment

- You will receive a digital confirmation of receipt within 24 hours after we receive the Product.
- We will assess your service request.
- If you wish to order a replacement Product immediately, this can be arranged through Customer Service by quoting the ticket number. The replacement Product will initially be invoiced.
- By submitting a service request, you transfer ownership of the defective Product to us.

6 Outcome and resolution

- You will be informed of the outcome and further handling of your request, including any technical feedback.
- If the warranty claim is approved, you will receive a replacement Product.
- If you have already ordered a replacement Product, the invoice will be credited.

Procedure Others

1 Complete the digital module

- Go to www.megagen.nl/garantieenservice and complete the digital module.
- Answer all questions fully and upload the required explanations and photographs.

2 Receive Confirmation

Upon completion, you will receive an email confirmation containing your ticket number and a summary of your request.

3 Investigation

We will investigate your warranty claim.

4 Order a replacement product

Pending the outcome, you may, if desired and feasible, order a replacement Product through Customer Service by quoting the ticket number. Customer Service can be reached at +31 (0)88 - 84 84 100.

Please note that the replacement Product will be invoiced.

5 Outcome and further handling

- We will inform you of the outcome of the investigation and explain the next steps. If desired, technical feedback can also be provided.
- If your warranty claim is approved, we will provide a replacement Product under the ticket number reference, unless you have already ordered a replacement Product. In that case, we will credit the invoice for the replacement Product.
- By submitting a warranty claim, you transfer ownership of the defective Product to us if the claim is approved.

Do you have questions about a warranty claim or need help filling out the warranty form? Feel free to contact our customer service at +31 (0)88 – 84 84 100.

Our employees are happy to assist you!

General warranty terms

These Warranty Terms and Conditions replace all previous versions of our warranty terms and warranty & service programs. The warranty described in the most recent version of these Warranty Terms and Conditions is the only warranty we provide. The latest version can be found at www.megagen.nl/garanties.

We may amend these Warranty Terms and Conditions or discontinue the warranty at any time. Any such amendment or discontinuation shall not affect Products placed prior to the effective date of the amendment or discontinuation.

If deemed necessary, we may engage external experts to assist in evaluating your warranty claim. This may result in a longer processing time. In such cases, we will notify you and provide an indication of the revised timeline.

If your warranty claim is rejected, you will be notified in writing within 21 business days.

If, following rejection, you wish to have the Product returned, you must inform us. The Product will then be returned at your expense.

If we approve a warranty claim and provide a replacement Product or issue a credit note, ownership

of the submitted Product transfers to us. In such circumstances, you are not entitled to its return. If the warranty claim is rejected, we will only return the Product at your request and expense, unless otherwise confirmed by us in writing.

If we reject your warranty claim, we may charge you reasonable handling, investigation, administration, shipping and any external assessment costs. Such charges will be at least €100 excluding VAT, unless otherwise confirmed by us in writing.

When submitting a warranty claim, you must not provide patient personal data unless legally permitted, necessary for evaluating the claim and explicitly requested by us. In all other cases, information must be anonymized. If a request nevertheless contains unnecessary or unrequested personal data, we may suspend processing until such data has been removed.

All submitted warranty claims are recorded in our database. This enables us to improve our products, services and processes and ensures active monitoring of their performance.

	Lifetime	10 years	5 year	Limited use and a maximum of 5 years after purchase
Implants ▲ ■	Replacement with equivalent			
Abutments			Replacement with equivalent	SINGLE USE HA,CS, CIS, AS and An.
Regenerative★				According to the supplier's terms
Dental Lab Services		Denture bars Replacement with equivalent	Custom-made Replacement with equivalent	
Equipment ★				According to the supplier's terms
Digital				USAGE UNIQUE R2Guide
Instruments				According to the supplier's terms

The warranty is subject to the terms of the Conditions of Warranty.

- ▲ Implants with a narrow core diameter (ø3.5mm or smaller) placed in the molar region are not eligible for warranty claims.
- In the case of a fractured implant, where the warranty claim has been honored, the used MegaGen products will be reimbursed. Additionally, the technical costs and treatment costs (each with a maximum of €500) will be reimbursed, upon receipt of an invoice with the Ticket Number and justification.
- ★ For purchases made via MegaGen of brands other than MegaGen, claims can be submitted to us according to the supplier's conditions. We do not provide additional service or warranty for these, such as instruments and equipment.