

GENERAL CONDITIONS OF SALE

Agreement between

WITAR Consulting GmbH, Rodenkirchener str.148, 50997 Köln Germany

-hereinafter referred to as **WITAR** – and buyers of AWI, dental implants, dental systems and dental accessory products – hereinafter referred to as **Customer** - the usage and application of AWI implants, dental systems and other accessory products - hereinafter referred to as
AWI Products

§1

WITAR as manufacturer and supplier, exclusively supplies approved implants, implantation systems and other dental products to the Customer.

§2

The use and application of **WITAR** Products may only be used in accordance with the instruction manual which can be found and downloaded at www.witar.de or the information enclosed with the **WITAR** products. Medical indications and lege artis application, also the use and application of **WITAR** Products according to the rules of medical science, is solely the responsibility of the Customer and thus his liability for the risk.

§3

in the event of a failure:

- a) Failure of the implant during insertion due to inappropriate use,
- b) Infection of the implant area,
- c) Healing of connective tissue,
- d) Late loss after prosthetic restoration due to:

- Fracture
- Loss of stability of implants
- Bone resorption

e) or for any other reasons which are not based on product defects of a **WITAR** product, **WITAR** does not assume any liability for the damages incurred to the patients or the Customers. After submitting damage report, **WITAR** will replace the failed implant free of charge of up to max. 5% of customer's individual failure rate.

§4 Further indication restrictions/-Exclusions applied to AWI implants :

- a) AWI-394010, AWI-394012 of 3.9 mm Ø Implants are only approved for lower incisors, not approved for dental bridge restoration (e.g. 2. Recommended selection of AWI implant)
- b) AWI-3908, AWI-3910, AWI-3912 of 3.9 mm Ø implants are only approved for upper lateral incisors and premolar area in the upper and lower jaw, not approved for dental bridge restoration (e.g. 3. Recommended selection of AWI implant)
- c) AWI-3908, AWI-3910, AWI-3912, AWI-4508, AWI-4510, AWI-4512, AWI-5008, AWI-5010, AWI-5012 implants are approved for transgingival „Tissue-Level“ position. Multipart

AWI implants may only be fitted with abutments after the healing phase and must be cemented in addition to the screw connection (with glass-ionomer cement, complete abutment thread)

- d) the bone is not completely healed (Restostitis/NICO)
- e) patient's serious general health problems
- f) bruxism
- g) untreated periodontitis, poor oral hygiene, untreated tooth or bone disease
- h) Crown length longer than osseointegrated thread section
- i) Cantilever bridges /- crowns (mesial or distal)
- j) Pontic width between two abutments greater than a premolar width
- k) Connecting tooth with implant
- l) Healing time in the LJ (lower jaw) less than 3 months and less than 6 months in UJ (upper jaw)
- m) secure protective measures are impossible or patient's compliance is missing.

§5 The customer is solely obliged to observe the instruction manual, which can be found and downloaded from **www.witar.de** or the information enclosed with the **WITAR** products and expressly accepts general terms and conditions of **WITAR**.