"KaVo warranty extension"
for dental treatment units and dental imaging units –

Extract from general terms and conditions between KaVo and dental dealer

This is an extract from the general terms and conditions which defines the regulatory for extended warranty as a business relationship between KaVo and the specialized dealer. This text is not entitled to be complete or to be a base for legal validness.

The “KaVo warranty extension” is an agreement between KaVo and the specialized dealer. Closing a contract for end customers (dentist, lab, etc.) can only be done by the specialized dealer.

The extended warranty agreement between the dealer and the end customer can be differ from the “KaVo warranty extension” and can be also part of a customized safety package.

If you as an end customer are interested, please contact your dealer. He will make a customized offer for you.

Conclusion of the "KaVo warranty extension"

The "KaVo warranty extension" can be concluded with the specialised dealer at the same time as the purchase contract for the equipment.

Moreover, the dealer can conclude a "KaVo warranty extension" with KaVo if the following prerequisites are fulfilled:

- The selling of the "KaVo warranty extension" to the operator is verifiably within the KaVo standard warranty time.
- All maintenance recommended by KaVo has been carried out. Corresponding evidence must be submitted to KaVo before the conclusion of the contract.

The conclusion of the "KaVo warranty extension" is fundamentally applicable to only one product and is not transferable to other products.

On his part, the specialised dealer will enter a separate agreement with his customer. His customer may not assert any claims from this KaVo warranty extension.

Contents of the "KaVo warranty extension"

The "KaVo warranty extension" principally provides the repair of the defective equipment due to a material or manufacturing fault by the relevant specialised dealer. For this purpose, KaVo will provide the specialised dealer with spare parts free of charge in the warranty case.

In addition, the following services are excluded from the "KaVo warranty extension":

- Defects and their consequences that arose or may have arisen after delivery due to natural wear, inappropriate installation, improper handling, cleaning or maintenance, non-compliance with operating, maintenance or connection instructions, corrosion, contaminated media supply or disposal or chemical or electrical influences deemed abnormal or impermissible in accordance with factory specifications, or by the use of non original KaVo accessories / spare parts.
- External influences e.g. third party damage, damage due to weather or other impacts of nature.
If the "KaVo warranty extension" is concluded for a dental treatment unit, KaVo shall assume no liability for the following listed components:

- Instruments (handpieces and contra-angle handpieces)
- Instrument hoses, suction and drainage hoses
- Cushion
- Lights
- Wear and tear materials (O-rings on instrument couplings and spay handpieces, drainage and suction strainers)
- Defects on amalgam separators and suction systems, caused by inappropriate operation, lack of cleaning or care.

If the "KaVo warranty extension" is concluded for a dental X-ray system, KaVo shall assume no liability for the following listed components:

- Imaging plates
- Batteries
- Cushions
- Lights
- Wear and tear materials (positioning aids, hygiene protection, bite protection, )
- Defects on PCs, sensors, scanners and X-ray systems, Defects on amalgam separators and suction systems, caused by inappropriate operation, lack of cleaning or care.

KaVo shall not assume liability for labour and travel costs incurred in the scope of subsequent fulfilment.
1. **Warranty case**

- The notice of defect must verifiably have been received by KaVo, in written form, prior to the expiry of the "KaVo warranty extension", and immediately after the detection of the defect.

- Warranty claims can only be asserted in combination with the following evidence, declaration of serial number of equipment and service report on the damage claim. KaVo shall reserve the right to verify the correctness of these particulars.

- In event of reporting of warranty cases in connection with the "KaVo warranty extension", evidence must be provided that all maintenance recommended by KaVo has been carried out in accordance with the specified intervals and with KaVo original spare parts. Signed maintenance protocols or copies of invoices are regarded as evidence.

- The repairs must be carried out by specialised dealers authorised by KaVo, or by KaVo if necessary. The customer is not authorised to commission third parties to carry out repairs or alleviate defects. In such a case, any claim for the reimbursement of costs shall be invalid.

- The recognition and provision of the warranty services does not comprise an extension of the warranty period, nor will the warranty period commence anew.

- No loan equipment will be provided during repairs carried out in the warranty period and no liability will be assumed for costs incurred for such equipment.

2. **Data protection**

KaVo would like to point out to its specialised dealers and customers that any personal data collected in the scope of the warranty contract and the processing of the warranty case will only be used for the fulfilment of obligations resulting from the warranty contract in accordance with the German Federal Data protection Act (BDSG). Personal data will be deleted in accordance with data protection regulations as soon as the reason for storage has been eliminated.

3. **Salvatorian clause**

If any provision of this agreement should be or become invalid, this shall not affect the validity of the rest of the agreement.