



# THE GEISTLICH GUARANTEE

# Terms & Conditions

GB-3181-24E

## 1. Overview

Geistlich Pharma North America, Inc. (“GPNA”) is a wholly-owned subsidiary of Geistlich Pharma, AG (“Geistlich”), a Swiss company with its headquarters in Wolhusen, Switzerland. This Guarantee covers only those eligible biomaterial products manufactured by Geistlich that are identified herein and that are purchased by a United States Dental Practitioner directly through GPNA (collectively the “Covered Biomaterials Products” and each a “Covered Biomaterials Product”). Products not purchased through GPNA and used outside of the United States are specifically excluded. This Guarantee is limited solely to the value of a qualifying Covered Biomaterials Product and does not cover any other costs, including but not limited to procedural costs, patient charges, lab fees, labor charges, or any other products utilized in a procedure. The Guarantee shall be available only to Dental Practitioners with an active Account in Good Standing who satisfy the criteria set forth herein.

## 2. Defined Terms

**a. Dental Practitioner(s)** – a United States Dental Provider or Providers duly licensed and in good standing by the appropriate licensing and accrediting bodies to care for a Patient.

**b. Patient** – the individual who received the Covered Biomaterials Products covered by the Guarantee.

**c. Good Standing** – a Dental Practitioner Account which is paid in full with regard to all GPNA invoices received, with such payments having been made within the time period set forth on an applicable invoice.

**d. Labeled Indication** – use of the biomaterial consistent with the label instructions, including but not limited to approved indications, approved age groups, and approved methodology or administration.

**e. Account** – the Dental Practitioners’ account used for the purchase of the Covered Biomaterials Products covered by this Guarantee.

**f. Guarantee Questionnaire** – questionnaire to be completed by the Dental Practitioner with respect to the applicable Patient and submitted in accordance with the time frame set forth herein.

### **3. Covered Biomaterials Products**

- a.** Products actively sold by GPNA in the following categories: (i) Bone Substitutes; (ii) Membranes; (iii) Matrices; and (iv) Geistlich Combination Products; and
- b.** Covered Biomaterials Products that have been purchased within the six (6) month period prior to the submission date of the Guarantee Questionnaire as shown on the date of the receipt for such Covered Biomaterials Products; and
- c.** Covered Biomaterials Products that have not expired prior to the use of or return of such products.

### **4. Eligibility**

To be eligible to receive the benefits of the Guarantee, the Dental Practitioner must:

- a.** Submit the completed Guarantee Questionnaire within thirty (30) days of the dissatisfaction of the Geistlich biomaterials.
- b.** Have utilized Geistlich biomaterials in accordance with the procedures and instructions published at the time of application, and in accordance with accepted dental practices.
- c.** Have utilized Geistlich biomaterials in accordance with a Labeled Indication, including use of the biomaterials with techniques appropriate for such biomaterials.
- d.** Ensure that the patient has complied with generally accepted pre- and post-operative instructions for good oral care and has maintained the appropriate follow up care schedule as prescribed by the Dental Practitioner in accordance with generally accepted dental practices.
- e.** Have an Account in Good Standing with GPNA at the time of the submission of the Guarantee Questionnaire.
- f.** Have purchased and utilized the product(s) in question in the United States.
- g.** Have not altered or modified the Covered Biomaterials Product in any way.

Any non-compliance with any or all of the terms listed in Section **4a – g** renders a Covered Biomaterials Product ineligible for the Guarantee. In addition, this Guarantee shall not apply if the dissatisfaction of the product was caused by trauma, accident, damage by the patient or a third party, or patient noncompliance or negligence.

### **5. Claim Submission Procedure**

To submit a claim under this Guarantee, Dental Practitioner must submit a completed Guarantee Questionnaire for an eligible and qualifying Covered Biomaterials Product (as set forth in the Eligibility requirements in Section 4 above) in accordance with the time frame set forth herein.

### **6. Processing a Guarantee Claim**

- a.** Upon receipt of a submission of a timely and completed Guarantee Questionnaire, GPNA will review the claim and respond to the Dental Practitioner within five (5) business days.
- b.** As it may become necessary to determine eligibility, GPNA may request additional information from the Dental Practitioner regarding the Guarantee Questionnaire submitted. Dental Practitioner must reply to such request for additional information within five (5) business days of such request.

**c.** To the extent any submitted Guarantee Questionnaire is determined to be a medical complaint regarding the performance of a Geistlich product, the Geistlich compliance manager will respond according to the established procedures of any communicated medical complaint. Such communication may be outside the coverage of the Guarantee.

**d.** Upon final determination, the Dental Practitioner will be notified by GPNA of its determination with regard to the submitted Guarantee Questionnaire.

**e.** Upon the approval of a submitted Guarantee Questionnaire, the Dental Practitioner's Account shall be credited in the amount of the original Covered Biomaterials Product purchase price with GPNA to be used by the Dental Practitioner to obtain replacement or alternative products through GPNA.

## **7. Third Parties**

The Guarantee shall apply only to the Dental Practitioner and is not assignable or transferable. Accordingly, it shall not cover, extend nor apply to any third parties, including but not limited to, Patients, distributors, other dental or medical practitioners, dental laboratories or other re-sellers.

## **8. Liabilities; LIMITATION OF LIABILITY**

**a.** Approval of any submitted Guarantee Questionnaire or any credits issued in accordance with this Guarantee shall not constitute an admission of liability by GPNA or any of its subsidiaries, affiliates, or affiliated companies who manufacture or distribute the Covered Biomaterials Products as related to any Covered Biomaterials Products.

**b.** THE GUARANTEE DESCRIBED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY FOR THE COVERED BIOMATERIALS PRODUCTS.

**c.** GEISTLICH, GPNA, WITHOUT LIMITATION, THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONSULTANTS, PREDECESSORS AND SUCCESSORS AND ANY AFFILIATED COMPANIES OR PERSONS ("GEISTLICH PARTIES"), DISCLAIM ANY OTHER WARRANTIES, EXPRESS OR IMPLIED WITH REGARD TO THE COVERED BIOMATERIALS PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**d.** THE VALUE OF ANY AND ALL CLAIMS MADE UNDER THIS GUARANTEE SHALL BE EXPRESSLY LIMITED TO THE VALUE OF A CREDIT FOR THE COVERED BIOMATERIALS PRODUCTS WHICH ARE CLAIMED HEREUNDER. NO CASH OR OTHER NON-CREDIT REMUNERATION SHALL BE DUE AND PAYABLE UNDER ANY CIRCUMSTANCES AND THE CREDIT OFFERED HEREUNDER SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE. ACCORDINGLY, WITH THE EXCEPTION OF THE CREDIT PROVIDED FOR HEREIN, THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NONE OF THE GEISTLICH PARTIES SHALL HAVE ANY LIABILITY FOR ANY AND ALL DIRECT, INDIRECT, COLLATERAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS DIRECTLY OR INDIRECTLY RELATED TO ANY CLAIM MADE HEREUNDER OR IN ANY WAY WITH RESPECT TO THE COVERED BIOMATERIALS PRODUCTS, SERVICES OR INFORMATION COVERED HEREUNDER.

## **9. Modifications or Termination of the Geistlich Guarantee**

GPNA retains the right, at its sole discretion, to alter, enhance or eliminate the Guarantee set forth herein at any time and from time to time; provided that, the version of the Guarantee, if any, in place at the time of use of the Covered Product shall remain in place for the appropriate time period.

## **10. AGREEMENT TO TERMS OF GUARANTY**

BY SUBMITTING A CLAIM HEREUNDER, DENTAL PRACTICIONER EXPRESSLY ACKNOWLEDGES AND AGREES TO THE TERMS OF THE GUARANTY SET FORTH HEREIN.

## **11. Governing Law**

This Guarantee is made in the State of New Jersey. Its validity, interpretation, performance and enforcement shall be construed in accordance with, and shall be governed by, the substantive and procedural laws of the State of New Jersey without regard to principles of conflicts of law. The parties confer jurisdiction to enforce this Agreement, and the provisions and covenants contained in the Agreement, upon the Courts of the State of New Jersey, or the United States District Court for the District of New Jersey, and Dental Practitioner waives any objections to such jurisdiction and venue. The parties further agree that this warranty is going made solely within the United States of America and expressly disclaim the applicability of any foreign convention, laws or statutes which may apply, including without limitation, the United Nations Convention on Contracts for the International Sale of Goods (CISG), as amended, or any similar or related convention, law or statute which may be applicable.

## **Entire Agreement**

This Guarantee sets forth the entire understanding and supersedes all prior agreement and discussions, whether written or oral, relating to subject matter contained herein.