

WARRANTY POLICY – EUROPE, MIDDLE EAST & AFRICA

THIS WARRANTY POLICY APPLIES TO PRODUCTS AND/OR SERVICES SOLD IN EUROPE, MIDDLE EAST & AFRICA BY OR ON BEHALF OF THE FOLLOWING HUFRIEDYGROUP COMPANIES: **HU-FRIEDY MFG. CO., LLC, CROSSTEX INTERNATIONAL INC., SPS MEDICAL SUPPLY CORPORATION, ACCUTRON INC., OMNIA SRL and SS WHITE** (such products and services hereinafter referred to as “**Products**” and “**Services**” and such HuFriedyGroup selling company is hereinafter referred to as “**Seller**”). Seller’s Products and Services are for professional use only and this Warranty Policy applies only to the professional end user of Seller’s Products and Services. This Warranty Policy applies to all Products and Services purchased on or after January 1, 2026, if any, and replaces and supersedes all other warranties, except for any written warranty that accompanies a Product and is specific to such Product and any warranty agreed to by the parties in a written agreement signed by both parties. In such event, this Warranty Policy will apply but in the event of any conflict, the descending order of priority will be the accompanying warranty, the signed agreement and this Warranty Policy. This Warranty Policy does not apply to any private label Products sold to resellers unless otherwise agreed upon by Seller in writing.

1. **Warranty.** In addition to any warranties required by applicable laws and regulations, which may include EU Medical Device Regulations and EU Product Liability Directive, and subject to any requirements thereunder, Seller warrants to the purchaser who is the professional end user of its Products (“**User**”) that for the warranty periods provided in the **Warranty Period Table** attached hereto (“**Warranty Period(s)**”): (i) its Products will be free from defects in workmanship and materials and will conform to Seller’s published specifications for such Product; and (ii) its Services will be performed in a workmanlike manner.
2. **Warranty Claim.** User must notify Seller in writing of any warranty claim promptly after it becomes aware of the failure of any Product or Service to conform to this Warranty Policy. Unless otherwise provided herein or instructed by Seller when making a warranty claim, User will obtain a Return Material Authorization number from Seller and return the Product to Seller at User’s expense. User must also provide any information, documentation and materials requested by Seller when making a warranty claim, which may include proof of purchase and serial number. If User purchased the Product from a distributor, Seller may require User to make a warranty claim with such distributor instead of to Seller.
3. **Warranty Services.** Only after Seller confirms the User has met all of the requirements and obligations in this Warranty Policy, Seller will, at its option, repair or replace the Product, or re-perform the Services, at its expense, which includes the cost of shipment of any repaired or replacement Product to User. Seller may instead choose to refund the User the purchase price. The repair or replacement of any Product or re-performance of any Services does not extend the original Warranty Period of the repaired or replaced Product or re-performed Services. Seller may use refurbished material for repairs or replacements.
4. **Warranty Exclusions.** The remedies in this Warranty Policy do not cover, and are not available for, any defect or deficiency resulting from: (i) use, storage, handling, installation or maintenance of a Product by User, its employees, agents or contractors, which is negligent, inconsistent with normal use or maintenance conditions or that fails to comply with any instructions provided by Seller such as instruction manuals; (ii) damage not caused by Seller; (iii) absence of any product, component, or accessory recommended by Seller but omitted or removed by User; (iv) combining Products with any third party product without Seller’s authorization; and (v) service, maintenance or repair performance by anyone other than Seller or its authorized providers.
5. **Disclaimers.** THESE WARRANTIES ARE GIVEN EXCLUSIVELY TO THE PROFESSIONAL END USER AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR AGENT OF SELLER IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THOSE HEREIN. THIS WARRANTY POLICY CONTAINS USER’S EXCLUSIVE REMEDIES AND SELLER’S SOLE OBLIGATIONS FOR BREACH OF WARRANTY. NO OTHER REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARE AVAILABLE. IN NO EVENT WILL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF ANY WARRANTIES, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. IN NO EVENT WILL SELLER’S LIABILITY HEREUNDER EXCEED THE PRICE OF SELLER’S PRODUCT OR SERVICES GIVING RISE TO THE CLAIM. THE ABOVE DISCLAIMERS ARE SUBJECT TO ALL APPLICABLE LAWS AND REGULATIONS.

WARRANTY PERIOD TABLE

- A. **ALL PRODUCTS ARE WARRANTED FOR 1 YEAR EXCEPT:** (i) as otherwise provided below; (ii) for Products **manufactured by a third party**, Seller will flow down any transferable manufacturer's warranties to User in lieu of any other warranties; and (iii) **used or refurbished Products**, which are provided AS-IS without any warranties. Warranty Periods will begin upon initial delivery of the Product to initial User from Seller or Seller's authorized distributor.
- B. **ALL SERVICES ARE WARRANTED FOR 30 DAYS EXCEPT** as otherwise provided below. Warranty Periods will begin when the initial Service is completed by Seller if performed on User's site, otherwise they begin upon delivery of the serviced product to User.

	WARRANTY PERIOD	HFG MANUFACTURER
PRODUCTS - EQUIPMENT		
Flowmeter	2 yrs	ACCU
Dry Block Incubator Products	3 yrs	CTX
PRODUCTS - CASSETTES		
IMS Cassettes – Resin	Shell – 4 yrs, Components – 1 yr	HF
IMS Cassettes – Stainless Steel	Shell – 10 yrs, Components – 1yr	HF
PRODUCTS - INSTRUMENTS		
DIAGNOSTIC		
Mirror heads	6 mths	HF
Explorers	2 yrs	HF
Expros	2 yrs	HF
Mirrors / Colorvue Probes handles	2 yrs	HF
Probes	2 yrs	HF
Dressing Pliers	4 yrs	HF
PERIO NON-SURGICAL		
Scalers / Curettes (Non-Everedge 2.0)	6 mths	HF
Scalers / Curettes (Everedge 2.0)	9 mths	HF
Files / Hoes scalers/ Furcation curettes	2 yrs	HF
RESTORATIVE		
Akro-Flex	2 yrs	HF
Heat Carriers	2 yrs	HF
Composite & Plastic Filling Instr./ Gingival cord packers	3 yrs	HF
Waxing Instruments	3 yrs	HF
Carvers	4 yrs	HF
Composite Instruments (AlTiN coating)	4 yrs	HF
Crown removers	4 yrs	HF
Excavators / Cavity Preparation / Trimmers	4 yrs	HF
Spatulas	4 yrs	HF
ENDODONTICS		
Pluggers / Spreaders	2 yrs	HF
Rubber Dam Clamps	2 yrs	HF
Excavators	3 yrs	HF
Rubber Dam Forceps & Punches	7 yrs	HF
ORTHODONTICS		
Ortho Slim Line and Lingual Cutters	3 yrs	HF
Ortho hands instruments	4 yrs	HF
Ortho Cutters	7 yrs	HF
Clear Collection Pliers	10 yrs	HF
Ortho Pliers (Standard)	10 yrs	HF
SURGICAL		
Perio Knives	3 yrs	HF
Periotomes	3 yrs	HF
Hemostats /Towel clamps	4 yrs	HF
Luxating Elevators / Luxating Hybrids / Prolux	4 yrs	HF
Mouth Gags	4 yrs	HF
Needle Holders	4 yrs	HF
Tissue Pliers (Non Perma Sharp)	4 yrs	HF
Root Tip Picks	4 yrs	HF
Scissors (Non Perma Sharp)	4 yrs	HF
Surgical Curettes	4 yrs	HF
Bone Chisels / Bone Files	7 yrs	HF
Callipers	7 yrs	HF
Elevators / Periosteals / Syndesmotomes	7 yrs	HF
Needle Holders (Perma sharp & Diamond)	7 yrs	HF

Retractors	7 yrs	HF
Rongeurs	7 yrs	HF
Scissors (Perma Sharp)	7 yrs	HF
Tissue Pliers (Perma Sharp)	7 yrs	HF
Extraction Forceps	10 yrs	HF
Presidential Forceps	20 yrs	HF
SERVICES		
Accutron Flowmeter and Manifold Repairs	90 days	ACCU
CONSUMABLES		
All Consumable Products	Until expiration/use by date; if none provided, 1 year	HF/ACCU/CTX/SPS/OMNIA

**** PRODUCTS/SERVICES NOT IN THIS TABLE ARE WARRANTED AS PROVIDED IN A & B ABOVE ****