

ANKYLOS®

ASTRA TECH
IMPLANT SYSTEM

XiVE®



Implant systems warranty

DENTSPLY Implants offers dental professionals an extensive implant portfolio. The portfolio includes three implant systems: ANKYLOS, ASTRA TECH Implant System and XiVE.

Each implant system covers the entire range of surgical flexibility and restorative versatility, in order to provide excellent short- and long-term clinical results. Moreover, all systems have been clinically tested, scientifically documented, and are used in clinics and practices daily.



For full implant systems warranty information, refer to the detailed terms and conditions in this leaflet. For ATLANTIS warranty information, refer to the ATLANTIS abutments and ATLANTIS ISUS suprastructures warranty leaflets. For more information please contact your local DENTSPLY Implants sales representative or Customer Service.



Warranty terms and conditions

These warranty Terms & Conditions ("T&C") covers clinical components and instruments that are part of ANKYLOS, ASTRA TECH Implant System, FRIALIT and XiVE i.e. implants, cover screws, abutments, bridge cylinders, abutment screws, bridge screws and clinical instruments ("Products"), manufactured and distributed by DENTSPLY Implants or any affiliate within the DENTSPLY Group ("DENTSPLY Implants").

The warranty outlined in these T&C is exclusively for the benefit of eligible treating clinicians ("Clinician") and is not for the benefit of any other person or entity, including patients, laboratories and other intermediate suppliers.

1. WARRANTY PERIODS

The warranty for the Products is granted for the following periods, subject to the limitations and exceptions of these T&C:

- lifetime warranty for clinical components, excluding any clinical components manufactured in zirconia;
- five (5) years from the date of shipment from DENTSPLY Implants for clinical components manufactured in zirconia;
- three (3) years from the date of shipment from DENTSPLY Implants for clinical instruments, excluding any single-use instruments.

2. SCOPE OF WARRANTY

Subject to the limitations and exceptions described in these T&C, DENTSPLY Implants will provide the following benefits:

QUALITY BENEFITS

If the Product has defects in materials or workmanship, that is if the Product does not meet the DENTSPLY Implants quality standards, then DENTSPLY Implants will replace the Product, at no additional charge.

SURGICAL BENEFITS

DENTSPLY Implants will replace the implant, at no additional charge, in cases where there has been no osseointegration or osseointegration has failed.

The benefits set out above constitute DENTSPLY Implants sole obligation, and the Clinician's sole remedies, with respect to the Products and the subject matter of these T&C.

3. ELIGIBILITY AND CLAIM PROCEDURE

To receive benefits under these T&C, the Clinician must comply with all of the following:

- Warranty claims must, to remain eligible, be reported to DENTSPLY Implants within thirty (30) days from the date on which the claimed defect was discovered. Reporting shall fully comply with the procedure set out herein. Clinician shall contact the DENTSPLY Implants representative or DENTSPLY Implants customer service to request a complaint record form and receive instructions for Product return; and
- The completed complaint record form, documenting the cause of the claimed failure, must be returned to DENTSPLY Implants accompanied by the Product in question within the time stated above. Any product must be decontaminated prior to return to DENTSPLY Implants; and
- Clinicians submitting a complaint record form for surgical benefits, must provide documentation of the case and demonstration that implants were indicated and that no contra-indicated conditions existed for that particular patient; and
- Clinician making a claim under these T&C must be current in all amounts owed to DENTSPLY Implants at the time when the complaint record form is submitted; and
- All procedures using the Products – before, during and after implantation – must be performed in accordance with DENTSPLY Implants protocols, guidelines and instructions, as well as generally accepted dental practices.

Transport costs and transport risk shall be borne by the Clinician. The cost of return shipment shall be borne by DENTSPLY Implants in cases covered by the warranty under these T&C.

Independent from warranty claims, complaints should be reported as soon as possible to comply with regulatory requirements.

4. GENERAL LIMITATIONS OF THE WARRANTY

Except for the warranty specified in these T&C, neither DENTSPLY Implants nor any representatives or other third parties which manufacture or distribute the Products, make any representation, warranty, covenant or other undertaking, expressed or implied, written or oral, with respect to the Products, including (without limitation) any implied warranties of merchantability, durability or fitness for a particular use or purpose.

In addition, and to the maximum extent permitted under the applicable law, DENTSPLY Implants disclaims (on behalf of itself and any of its representatives or other third parties which manufacture or distribute the Products) any and all liability with respect to lost earnings, incomes or profits, failure of the Clinician to conform to generally accepted standards of dental practices and any other direct or indirect, incidental or consequential damages resulting or arising from the design, composition, condition, use or performance of the Products.

5. WARRANTY EXCLUSIONS

DENTSPLY Implants shall not provide benefits under these T&C if;

- the failure is caused by a trauma, an accident, or by any other damage caused by the patient or a third party; or
- the failure is caused by a clinical component placed in patients with accepted contra-indicated conditions to successful implant integration, including but not limited to diseases related to alcoholism, uncontrolled diabetes, and habitual drug dependency; or
- the failure is due to normal wear and tear; or
- the Product subject to warranty claims is a single-use instrument; or
- the Product subject to warranty claims has been used in direct or indirect combination with a clinical component or instrument originating from another manufacturer than DENTSPLY Implants.

For the avoidance of doubt, these T&C, and the benefits and remedies set out herein, shall be exhaustive with respect to the Products and the subject matter of these T&C, and shall exclude any other rights, benefits and/or remedies, such as laboratory and clinical treatment related fees.

6. MODIFICATION OR WITHDRAWAL OF THE WARRANTY

DENTSPLY Implants reserves the right to modify or withdraw these T&C at any time without notice. Any such modification or withdrawal will not affect Products already installed in patient, and fully paid by the Clinician to DENTSPLY Implants, prior to the date thereof.

THESE T&C ARE VALID AS OF JANUARY 1, 2015.