

ATLANTIS™

ATLANTIS™ abutments warranty



ATLANTIS™ original

DENTSPLY Implants offers dental professionals ATLANTIS patient-specific prosthetic solutions that go beyond CAD/CAM – for all major implant systems.

As a part of the digital solutions offering from DENTSPLY Implants, ATLANTIS patient-specific abutments support cement-, (single-tooth) screw- and attachment-retained restorations, providing an excellent foundation for optimal function and esthetics.

ATLANTIS abutments are individually designed from the final tooth shape. The patented ATLANTIS VAD (Virtual Abutment Design) software makes it possible to design each abutment in relation to the edentulous space and the surrounding teeth for high precision and a more natural esthetic result. Each abutment has a unique anatomical shape and emergence profile that nourishes soft tissue management and provides excellent support and retention of the final restoration.

Naturally, the abutment solution that offers the greatest freedom is also backed by a comprehensive warranty. If an implant supplier does not honor its warranty due to your use of ATLANTIS abutments, DENTSPLY Implants will cover both the abutment and the implant.



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

DENTSPLY
IMPLANTS

Warranty terms and conditions

These warranty Terms & Conditions ("T&C") covers ATLANTIS abutments, including abutment screws ("Products"), manufactured 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 any 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 Products manufactured in titanium, including gold-shaded titanium, excluding any Product manufactured in zirconia;
- five (5) years from the date of shipment from DENTSPLY Implants for Products manufactured in zirconia.

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 or if the Product does not match the special instructions communicated prior to the design of the Product in question via the ATLANTIS WebOrder, then DENTSPLY Implants will remake the Product, at no additional charge.

SURGICAL BENEFITS

DENTSPLY Implants recognizes that implants sometimes fail after the Clinician has taken the impression. DENTSPLY Implants will not accept any responsibility for a failed implant, but does offer the following benefits if;

- the implant fails after the Product is placed on the implant together with a restoration, and taken into function, then the company who provided the failed implant should be the primary resource for the Clinician's implant-related claims. However, if the implant company refuses to honor their warranty for the implant (exclusively due to the use of the Products), and the Clinician both meets the "Eligibility" criteria and follows the "Claim Procedure" below, then DENTSPLY Implants will reimburse the Clinician for the actual and verifiable purchase cost of a replacement implant, and will remake the Product, at no additional charge;

- the implant fails before the Product has been placed on the implant (unless otherwise explicitly covered under the separate DENTSPLY Implants warranty – terms and conditions), then DENTSPLY Implants will in no case be responsible for replacing the implant.

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 the following items:
 - documentation of the case and demonstration that implants were indicated and that no contra-indicated conditions existed for that particular patient; and
 - documentation that the implant company refused to honor their warranty (exclusively due to the use of the Products), and receipt/ invoice for implants for reimbursement; 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 Products (and implants) – before, during and after implantation – must be performed in accordance with DENTSPLY Implants and (as applicable) other implant company's 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 implants 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 Products have been modified, grinded, deburred or otherwise retouched.

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.