

WARRANTY



1. Warranty periods

The WARRANTY set out in these terms & conditions is granted for the following periods:

Five (5) years warranty for products manufactured in titanium, including gold-shaded titanium and zirconia.

2. Scope of warranty

Subject to the limitations and exceptions described in these terms & conditions d2dIMPLANTS 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 Euroteknika quality standards, d2dIMPLANTS will resupply the product, at no additional charge.

Surgical benefits

d2dIMPLANTS recognizes that implants sometimes fail after the clinician has taken the implant-level impression. d2dIMPLANTS 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, the clinician both meets the "eligibility" criteria and follows the "claim procedure" below, then d2dIMPLANTS will reimburse the clinician for the actual and verifiable purchase cost of a replacement implant, and will resupply the product, at no additional charge.

If the implant fails before the abutment has been connected to the implant then d2dIMPLANTS will be responsible for replacing the implant up to a limit of 2% of all implants placed by the practitioner in the preceding 12 months.

The benefits set out above constitute d2dIMPLANTS sole obligation, and the clinician's sole remedies, with respect to the products and the subject matter of these terms & conditions.

3. Eligibility and claim procedure

To receive benefits under these terms & conditions, the clinician must comply with all of the following:

Warranty claims must, to remain eligible, be reported to d2dIMPLANTS within ninety (90) days from the date on which the claimed defect was discovered. Reporting shall fully comply with the procedure set out herein.

The clinician shall contact the d2dIMPLANTS representative or d2dIMPLANTS customer service to request a claim form (downloadable from www.d2dimplants.co.uk) and receive instructions for return of the product(s); and

The completed claim form documenting the cause of the claimed failure, must be returned to d2dIMPLANTS accompanied by the product in question within the time stated above. All product(s) must be decontaminated prior to return to d2dIMPLANTS; and

Clinicians submitting a claim 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
- receipt/invoice for implants for reimbursement; and
- clinician making a claim under these terms & conditions must be current in all amounts owed to d2dIMPLANTS at the time when the claim form is submitted; and

All procedures using implants & products before, during and after implantation – must be performed in accordance with d2dIMPLANTS 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 d2dIMPLANTS in cases covered by the warranty under these terms & conditions

4. General limitations of the warranty

Except for the warranty specified in these terms & conditions neither d2dIMPLANTS 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, d2dIMPLANTS 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

d2dIMPLANTS shall not provide benefits under these terms & conditions 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.

For the avoidance of doubt, these terms & conditions and the benefits and remedies set out herein, shall be exhaustive with respect to the products and the subject matter of these terms & conditions 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

d2dIMPLANTS reserves the right to modify or withdraw these terms & conditions at any time without notice. Any such modification or withdrawal will not affect products already installed in the patient, and fully paid by the clinician to d2dIMPLANTS, prior to the date thereof

7. General conditions of sale

The warranty provided for under these terms & conditions above shall apply alongside, and in addition to, the warranty and other conditions set out in d2dIMPLANTS general conditions of sale.

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