

WARRANTY REGULATION

WE ASSUME THE RESPONSIBILITY



UP TO 30 YEARS WARRANTY ON IMPLANT ABUTMENTS AND IMPLANTS

As one of the world's largest manufacturers, for the production of our implant prosthetic components we use a high-quality medical titanium alloy (Ti-6Al-4V ELI according to ASTM F136 and ISO 5832-3) and meet the strictest quality criteria (ISO 13485 MDSAP; Medical Device Directive 93/42/EEC; EU Regulation 2017/745 on medical devices). We assume the responsibility for our products and grant therefore, in addition to the legally prescribed warranty obligation, voluntarily up to 30 years warranty on all Zirkonzahn implant abutments used (titanium bases, Multi Unit Abutments, Multi Unit Abutments Angled, Raw-Abutments® as well as the corresponding screws). Within the current Zirkonzahn warranty regulation, we explicitly include in our warranty also implants from other manufacturers used with Zirkonzahn implant abutments.

Detailed product explanations as well as application advices can be found at www.zirkonzahn.com or in the implant prosthetics brochure.

WARRANTY CONDITIONS

If used as intended, Zirkonzahn provides a guarantee for the material strength and the durability of Zirkonzahn implant abutments (titanium bases, Multi Unit Abutments (MUA), Multi Unit Abutments Angled, Raw-Abutments® and the screws required for attachment on the implant) produced and sold by Zirkonzahn since January 1, 2013.

WARRANTY COVERAGE

The warranty covers the reimbursement/replacement delivery of the above defined Zirkonzahn products in the following cases:

- *In case of material defects;*
- *In case of production errors;*
- *If the material properties explained in our technical data sheets are not fulfilled.*

In addition, the warranty covers the reimbursement of proven material costs for a replacement implant from another manufacturer after the healing phase, if it was combined with Zirkonzahn implant abutments and if the warranty of the implant manufacturer is not effective due to the combination of the implant with Zirkonzahn products.

WARRANTY PERIOD

If Zirkonzahn implant abutments are used on implants from other manufacturers, we grant the same warranty as the manufacturer of the implant. The maximum warranty period is limited to 30 years.

DECLARATION OF THE WARRANTY CLAIM

In the event of a claim, damages must be communicated to us in written form in a clearly identifiable and comprehensible way. This must be done within three months of the discovery of the case of damage. The claimed products are to be sent to Zirkonzahn together with the sterile implant after notification of the case of damage, stating the batch number.

The written communication can be addressed either to the Zirkonzahn headquarters in Gais or to a Zirkonzahn subsidiary (or an officially affiliated company).

FIELD OF APPLICATION

The warranty is only valid in countries where the Zirkonzahn implant abutments are sold. Warranty claims are considered in those cases in which the Zirkonzahn implant abutments were used in accordance with the instructions provided by Zirkonzahn (including instructions for use) at the time of treatment. In addition, it is imperative that recognised dental procedures are used during the treatment and that country-specific hygiene regulations are observed.

LEGAL DELIMITATION

This warranty regulation applies in addition to the warranty arising from the supply contract and it precedes the applicable national law.

EXCLUSION OF LIABILITY

Liability towards the user for the following points is expressly excluded from the warranty:

- *Direct and indirect secondary or indirect damages from the use of Zirkonzahn implant abutments;*
- *Further claims and follow-up costs such as laboratory costs or costs for clinical and/or dental treatment and resulting lost profits.*

LOSS OF WARRANTY CLAIM

Zirkonzahn does not provide a warranty in the following situations and under the following conditions:

- *In the event of mishandling;*
- *For immediate restoration;*
- *Damage to products or implants due to external influences such as accidents or similar events;*
- *Failure of implants from other manufacturers, e.g. material or manufacturing defects;*
- *Failure of products or implants in the event of contraindications such as allergies to any of the following components and their compounds such as titanium (Ti), vanadium (V), aluminium (Al), nitrogen (N), hydrogen (H), iron (Fe) and carbon (C);*
- *Failure of the products in the case of alcoholism, diabetes or drug addiction;*
- *For products or implants that have been modified by third parties;*
- *Raw-Abutments® that have not been produced with the Zirkonzahn modelling software or that have been manufactured using third-party implant libraries.*