

# Atlantis<sup>®</sup> suprastructures warranty



## Atlantis<sup>®</sup> original

Dentsply Sirona offers dental professionals patient-specific prosthetic Atlantis solutions for all major implant systems<sup>1</sup>.

Atlantis suprastructures includes a full range of implant suprastructures for fixed and removable dental prostheses, providing an excellent foundation for function and esthetics.

Atlantis suprastructures are produced using the latest developments in world class production technologies, and supported by computer-based industrial and medical-device expertise. The art and craft of dental laboratory procedures are further enhanced through the application of engineering principles, allowing for the design and production of consistent, high-quality, patient-specific implant suprastructures.

Naturally, the implant suprastructure 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 suprastructures, Dentsply Sirona will cover both the suprastructure and the implant(s).

For full Atlantis suprastructures information, refer to the detailed terms and conditions in this leaflet. For full Atlantis abutments warranty information, refer to the Atlantis abutments warranty leaflet. For more information please contact your local Dentsply Sirona sales representative or Customer Service team.



1. Refer to Atlantis suprastructures implant compatibility charts.

## Warranty terms and conditions

These warranty Terms & Conditions (“T&C”) covers Atlantis suprastructures i.e. bridges, hybrids, bars, 2in1, prosthetic screws and clinical instruments (“Products”), manufactured and distributed by Dentsply Sirona or any affiliate within the Dentsply Sirona group (“Dentsply Sirona”).

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 PERIOD

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

- ten (10) years from the date of shipment from Dentsply Sirona for Products manufactured in titanium and cobalt-chrome.
- three (3) years from the date of shipment from Dentsply Sirona for clinical instruments, excluding any single-use instruments.

### 2. SCOPE OF WARRANTY

Subject to the limitations and exceptions described in these T&C Dentsply Sirona 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 Sirona 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 Sirona will remake the Product, at no additional charge.

#### SURGICAL BENEFITS

Dentsply Sirona recognizes that implants sometimes fail after the Clinician has taken the impression. Dentsply Sirona 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 Sirona 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 Sirona warranty – terms and conditions), then Dentsply Sirona will in no case be responsible for replacing the implant.

The benefit set out above constitutes Dentsply Sirona 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 Sirona 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 Sirona representative or Dentsply Sirona customer service to request a complaint record form and receive instructions for the Product return; and
- The completed complaint record form, documenting the cause of the claimed failure, must be returned to Dentsply Sirona for review accompanied by the Product in question within the time stated above. Any Product must be decontaminated prior to return to Dentsply Sirona; 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 Sirona 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 Sirona 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 Sirona 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 Sirona 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 Sirona 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 Sirona 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 generally accepted contraindicated conditions for 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, graded, deburred or otherwise retouched; or

Dentsply Sirona will not accept any responsibility for a failed implant (unless covered under the separate Dentsply Sirona warranty – terms and conditions).

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 Sirona 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 Sirona, prior to the date thereof.

THESE T&C ARE VALID AS OF MAY 1, 2023.

[www.dentsplysirona.com](http://www.dentsplysirona.com)