

# Viteo® Base

## Abutment Solutions Guarantee of Ivoclar Vivadent AG

Customer satisfaction is very important to us. **Ivoclar Vivadent AG** therefore grants its customers this Abutment Solutions Guarantee on the Guaranteed Products specified below when these products are used in an implant-supported restoration. **A coherent combination that creates trust.**

This Abutment Solutions Guarantee applies in addition to and does not affect any statutory or contractual claims and rights of the claimant.

### 1. Guaranteed Products

The Abutment Solutions Guarantee applies only when using the following Guaranteed Products in combination:

Restorative material	Luting material	Titanium bonding Base	Implant
IPS e.max® Press IPS e.max® CAD	Multilink® Hybrid Abutment	Viteo® Base incl. screw	Dental implant (manufacturer-independent)
Duration of guarantee: 6 years			

### 2. Claimant

Entitled claimants under this guarantee are only the **dental technician / dental laboratory involved in the dental treatment or the treating dentist** who has prepared and / or implanted the restoration involved in the claim for the first time. **Other individuals**, in particular patients, **do not have any claims under this guarantee.**

### 3. Guarantee claim

The guarantee claim exists if

- a) a defect occurs on a prosthetic restoration consisting of the Ivoclar Vivadent Guaranteed Products and a dental implant **and**
- b) the manufacturer of the dental implant rejects its liability with the justification that its product was combined with one of the Guaranteed Products listed above **and**
- c) the claimant must remake the prosthetic restoration due to this defect **and**
- d) there is no exclusion of guarantee according to section 5.

### 4. Guarantees

The claimant who prepared the prosthetic restoration can choose between:

- **free replacement** of the defective Ivoclar Vivadent Guaranteed Product used by him for a new fabrication of the restoration
- or
- a **one-time reimbursement** of costs in the amount of the actual costs for the new production of the faulty restoration, limited to a **maximum of EUR 400** per implant retained restoration. This reimbursement can only be claimed by the claimant who prepared/fabricated the restoration.

The claimant who implanted the dental implant (only the dentist), shall receive up to a **maximum of EUR 800** for the replacement and the implantation of the dental implant, if such replacement is necessary.

The respective guarantees may be claimed **once only per loss-entailing event**. Further claims cannot be asserted by the claimant under this guarantee.

### 5. Exclusions of guarantee

Claims under the guarantee are excluded in the following cases:

- In the case of an immediate restoration (dental implant and prosthetic treatment at the same time)
- Damage caused by external influences such as accidents or similar events, as well as improper handling by the patient
- Contraindication for the implant-supported restoration unit such as alcoholism, diabetes or drug addiction, smoking after implantation and unnatural overuse (such as bruxism)
- Failure of the dental implant due to material or manufacturing defects
- Defects attributable to improper processing (contrary to the applicable instructions for use for all used materials/components) or a medical error
- Failure of the Guaranteed Products, which can be attributed to normal wear and tear



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- Use of Ivoclar Vivadent Guaranteed Products outside of the displayed indication or contrary to the valid instructions for use (esp. in the case of the use of the dental implants that are not matched to the abutment)
- Dental implants which have already been used for other prosthetic restorations before
- If no regular (at least once a year) dental check-up is performed or the entire restoration or prosthetic restoration has not been cared for and cleaned properly

Claims under this guarantee shall also be excluded if they are not asserted in writing against Ivoclar Vivadent **within six months of the occurrence of guarantee claim.**

### 6. Claiming under the guarantee

In order to claim under the guarantee, **the claimant must submit an informal written application** to Ivoclar Vivadent AG in Schaan, Liechtenstein (including by fax or email) during the guarantee period and substantiate the guarantee claim, **submitting supporting documents**, in particular with respect to the:

- placement (day) of the prosthetic restoration
- description of the course of treatment (dentist or laboratory), specifying any multiple use of the dental implant
- product name and batch number of Ivoclar Vivadent Guaranteed Products
- photos or parts of the destroyed/damaged restoration work/dental implant
- invoice of the claimant (without the patient's name)
- date of the guarantee claim
- rejection of liability by the dental implant manufacturer, if the claim applied to the dental implant

### 7. Validity of the guarantee/period of guarantee

The **period of guarantee starts 6 months after the final integration** of the prosthetic work and has a **term of 6 (six) years** in the case of defects/errors relating to the titanium bonding base (Viteo Base), the dental implant, the restorative or luting material specified in Paragraph 1 above.

### 8. Scope

This Abutment Solutions Guarantee is valid in those countries which are **mentioned in the list of countries.** \*

### 9. Miscellaneous

The assignment of claims under this guarantee is excluded.

Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof as well as non-contractual claims, shall be resolved by arbitration in accordance with the Rules of Arbitration of the Liechtenstein Chamber of Commerce and Industry to the exclusion of the traditional authorities. The number of Arbitrators shall be one. The seat of the Arbitral Tribunal shall be Vaduz, Liechtenstein. If the claimant comes from a German-speaking country, the Arbitral proceeding shall be conducted in German. Otherwise, the Arbitral proceeding shall be conducted in English.

The applicable substantive law shall be Liechtenstein law.

Date: 2017-05-04

\*The current list of countries in which the Abutment Solutions Guarantee is valid can be found at [www.ivoclarvivadent.com/viteo](http://www.ivoclarvivadent.com/viteo)