zolid DNA GENERATION

AMANNGIRRBACH

DENTISTRY UNIFIED



10 Years Warranty

Anyone working with Zolid brand zirconia blanks from Amann Girrbach has chosen a product that is produced in Austria under strict quality requirements and in accordance with regulatory requirements. More than 15 years of experience in the production of zirconia blanks, the use of the best raw materials and state-of-the-art production facilities, accompanied by numerous studies, characterize the Zolid products.

We are convinced of the quality of our products and would like to pass this on to our customers. Therefore, from 1.4.2022, Amann Girrbach AG will grant dental technicians and dentists an additional 10-year Zolid warranty on all newly placed Zolid restorations in accordance with the following conditions. Thank you for your confidence in us.

This Zolid Manufacturer's Warranty is in addition to any statutory or contractual claims and rights of the warranty beneficiary against the Distributor and does not affect these.

VERSATILE, CLINICALLY PROVEN, ESTHETIC
PARAMOUNT
PROCESSING
ZIRCONIA FOR THE HIGHEST REQUIREMENTS

WARRANTY CONDITIONS:

1. SUBJECT OF THE WARRANTY; Evidence of the Warranty Case

A warranty claim exists when a defect based on a material covered by this warranty occurs in a dental restoration made of one of the materials listed under "Sect. 2. Included Products" and does not meet one of the exclusion criteria listed under Sect. 6.
Defects covered by the warranty are conclusively defined as follows: Material-related fractures or similar failure of a dental prosthesis after insertion in the patient's mouth. Amann Girrbach reserves the right to inspect the prosthesis or evidence of the warranty-triggering defect to determine eligibility.

2. INCLUDED PRODUCTS

The Zolid warranty applies exclusively to the following products:

- Ceramill ZI
- Ceramill Zolid HT+ white
- Ceramill Zolid HT+ Preshade
- Zolid Gen-X
- Zolid DRS
- Ceramill Zolid FX Multilayer
- Zolid Bion
- Zolid Lunaris

3. WARRANTEE

Only the commercial dental laboratory or the treating dentist who has fabricated a restoration from one of the products listed under "2. Included products" for the first time or has inserted it for the first time is entitled to a warranty under the Zolid warranty. Other persons, in particular patients, have no claims under this warranty. The assignment of claims arising from the Zolid warranty is excluded, with the exception of assignments of monetary claims in commercial transactions.

Under no circumstances shall either party be liable to the other in contract, tort, negligence, breach of statutory duty or otherwise for (i) any direct or indirect loss of profits, production, anticipated savings, business or goodwill or for any liability, damage, costs or expense of any kind incurred by the other party of an indirect or consequential nature or (ii) any punitive, special, exemplary or other multiplied damages.

4. SCOPE OF THE WARRANTY

The warranty beneficiary is entitled to 100€* per defective unit manufactured and used. For example, a 4 unit bridge would be entitled to 400€ warranty (4 units x 100€ = 400€).

Alternatively, the laboratory or dentist may also request the free replacement of the defective warranty product or a substantially equivalent product within the notification period in accordance with Sect. 5. Amann Girrbach is entitled to replace all products which are the subject of a complaint and which are no longer manufactured or only manufactured in a modified form at the time of the guarantee with a comparable product. The foregoing states the exclusive remedy of the Warranty beneficiary in the event of any breach of the Warranty extended hereunder.

The warranty service can be provided only once per claim either by the commercial dental laboratory or the dentist treating the patient.

Claims going beyond this cannot be asserted by those entitled to warranty on the basis of this warranty. This guarantee is an additional service provided by Amann Girrbach AG and has no influence on any statutory or contractual claims and rights of the person entitled to the guarantee. This guarantee does not affect the limitation period of any statutory or contractual claims and rights of the person entitled to the guarantee is not extended.

The foregoing is the exclusive warranty extended by Amann Girrbach AG to the Warranty beneficiary with respect to the Included Products, and Amann Girrbach AG makes no other representation or warranty with respect to the Included Products (whether express or implied), and Amann Girrbach expressly disclaims any and all implies warranties of merchantability or fitness for a particular purpose.

5. ASSERTION OF THE WARRANTY

Warranty claims must be made within 6 months after knowledge of the Warranty beneficiary of the defect to the guarantor

Amann Girrbach AG Gewerbestraße 10
6841 Mäder Austria

E-mail address: helpdesk.ceramill@amanngirrbach.com in writing or by e-mail.

Alternatively, the warranty claimant can contact the Amann Girrbach field service representative or the Amann Girrbach customer service / helpdesk, who will record an official claim in accordance with Section 8.c.

The date of receipt of the claimant's declaration is decisive for compliance with the deadline. If the defect triggering the guarantee is not reported to Amann Girrbach in writing within six months of becoming aware of it, the claim under the guarantee will lapse.

Warranty claims will be fulfilled by Amann Girrbach AG itself or, at its instigation, by local subsidiaries or distributors of Amann Girrbach AG.

6. EXCLUSION CRITERIA

In the following alternative cases, claims under the warranty are excluded in addition to failure to observe the notification period (Sect. 5):

a. Use of the guarantee product outside the range of indications listed in the instructions for use of the guarantee product, made available by Amann Girrbach AG through the website .
Download Center/ Instructions
https://media.agit.tools/pages/collections_featured.php?parent=24

b. In case of non-compliance with the product-specific instructions of Amann Girrbach AG, made available by Amann Girrbach AG through the website (Ceramill_ZI_Zolid_Zolid-preshade_Zolid-HT_Zolid-HT-preshade_Zolid-Gen-X_Zolid-DRS-Multilayer_INT.pdf (amanngirrbach.com), Ceramill_Zolid-FX_Zolid-FX-multilayer_INT.pdf (amanngirrbach.com)), as well as the recognized dental guidelines before, during and after treatment.

c. The processing of the materials and/or the machining, dimensioning and/or construction of the restoration has not been carried out in accordance with the instructions for use of the warranty product, made available by Amann Girrbach AG through the website.
Download Center/Clinicla Guide II
https://media.agit.tools/pages/search.php?search=%21collection161

d. The denture is provisionally incorporated or fixed and/ or spalling occurs in the marginal area during disarticulation.

e. The preparation of the tooth stump does not comply with the current, ceramic-compatible preparation guidelines according to the "Clinical Guide II – Practice Guideline" by Amann Girrbach, made available by Amann Girrbach AG through the website Clinical-Guide-2_Practiceguideline.pdf (amanngirrbach. com).

f. Defects in workmanship or processing, mechanical or other external influences (e.g. accident) or unnatural overloading of the denture, which are causally related to the defect.

g. The removal of the prosthesis is not based on a defect of the warranty product, but e.g. diseases of the tooth or periodontium, extension of the prosthesis.

h. Defects caused by bacteriological diseases (such as caries) or periodontal diseases (e.g. periodontitis) or other dental diseases or drug-related influences.

i. Defects resulting from changes in the patient's health, especially in the case of loss of natural teeth and implants.

j. Defects resulting from normal wear and tear.

k. The denture is not outsourced, e.g. because no repair or new fabrication is performed or the damage is repaired in the patient's mouth.

l. If regular dental check-ups of the entire restoration (at least once a year) are not performed or if the care and hygiene of the restoration has not taken place.

m. Signs of wear.

n. The products have characteristics that indicate external influences (e.g. transport damage) or intervention by unauthorized persons.

o. Non-included products.

p. Warranty claims arising from the Zolid warranty are furthermore excluded if (i) they are not asserted in writing or by e-mail to Amann Girrbach AG within 6 months of knowledge of the defect (the date of receipt of the declaration by Ammann Girrbach AG is decisive) and/or (ii) the warranty processing procedure provided for in Sect. 8 is not observed by the party entitled to warranty.

7. APPLICATION AREA

The Zolid warranty is valid in the following countries: EUROPE: Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Vatican State, Hungary, Ireland, Iceland, Israel, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom (England, Scotland, Wales, North Ireland), Ukraine NORTH AMERICA: Canada, USA

MIDDLE EAST: Saudi Arabia, Kuwait

SOUTH AMERICA: Argentina, Brazil, Chile, Colombia, Mexico, Peru

ASIA: China, India, Japan, South Korea, Vietnam OCEANIA:

Australia, New Zealand AFRICA; South Africa

8. PROCEDURE of the warranty processing

a. The restoration is outsourced by the dentist and handed over to the dental laboratory. If the restoration has been fabricated by the dentist, the restoration can be handed over directly from the dental practice to Amann Girrbach AG Alternatively, the warranty claimant can report the warranty case directly to Amann Girrbach AG in accordance with Sect. 5. Please consider the following points.

b. The dental laboratory/dentist checks whether the restoration meets the warranty conditions.

c. The dental laboratory / dentist contacts Amann Girrbach AG or the Amann Girrbach sales representative or the Amann Girrbach customer service / helpdesk and reports the warranty case there. An official claim is recorded there. It must be noted in the complaint that it is a warranty case.

d. When preparing the claim, make sure that the case description is as accurate as possible and clearly states that the prosthesis was used as intended, that the prosthesis was used according to the indication and that there were no contraindications for the patient in question.

e. In addition, the following documents must be provided to Amann Girrbach AG by the person entitled to the guarantee:

   1. Photographs and/or parts of the destroyed/damaged dental work for analytical examination by Amann Girrbach.
   2. Batch number or invoice
   3. The STL dataset of the construction
   4. A certificate of regular check-ups by the dentist, at least every 12 months
   5. Documents to substantiate compliance with the product-specific instructions of Amann Girrbach AG and the recognized dental guidelines before, during and after treatment.

f. The person entitled to warranty shall hand over the product subject to complaint to Amann Girrbach AG. The costs of sending the product shall be borne by the person entitled to warranty. The person entitled to warranty shall bear all risks associated with the shipment, in particular that the product may be lost or damaged during shipment. Insofar as Amann Girrbach AG has identified a defect covered by this warranty and the person entitled to warranty demands the replacement of the defective product, Amann Girrbach AG shall bear the costs and risks of sending the replacement product.

   These documents and the product complained about must be received in full by Amann Girrbach AG within 6 months of knowledge of the defect.

   Amann Girrbach reserves the right to request missing documents from the dental laboratory and/or the dentist, in compliance with the Data Protection applicable laws and regulations.

9. CHANGES

Amann Girrbach AG is entitled to change the warranty conditions at any time with effect for the future. However, the guarantee conditions valid at the time of purchase of the guarantee product always apply to the person entitled to the guarantee for the term assigned by the respective warranty certificate.

10. OTHER

The assignment of claims arising from this warranty is excluded.

This warranty may not be transferred to a patient or third party.

The applicable substantive law is Austrian law excluding its conflict of laws rules and the UN Sales Convention application.

If the beneficiary of the guarantee has its registered office in the European Union or in an EFTA state, the exclusive place of jurisdiction for all disputes arising from or in connection with the Zolid warranty arise, 6800 Feldkirch, Austria, agreed. If the party entitled to the guarantee has its registered office outside the European Union or the EFTA, all disputes arising out of or in connection with the Zolid guarantee result, the International Arbitration Court of the Economic Chamber Austria in Vienna (Vienna Rules). The language to be used in the arbitration proceedings is English. The place of arbitration shall be Feldkirch. A party may, however, without prejudice to the Jurisdiction of the arbitral tribunal in a national court provisional or apply for protective measures, and a court may impose such measures before or order during the arbitration proceedings.