

# **Warranty Policy**



#### **Acknowledgments**

Thank you for your commitment to the products and services of our company Bioart Dental Australia Pty Ltd (ACN 078 740 315) ATF The Bioart Dental Trust (ABN 99 627 813 153) (**BioArt**).

This Warranty Policy applies to the goods we produce, and you purchase from us, (**Medical Devices**). The Warranty Policy does not extend to your customers and patients.

The Medical Device(s) manufactured has been constructed according to the specifications and/or prescription provided by you.

# **Limited Warranty**

BioArt will repair or replace one Medical Device at no charge to you where the products are defective because of improper materials or workmanship, if the Medical Device(s) were used under normal conditions and maintained in accordance with BioArt provided instructions.

This warranty does not provide coverage for normal wear and tear. For example, Medical Devices such as splints are a perishable device with varying longevity depending on the severity of bruxism.

This warranty does not cover general deterioration of any Medical Devices beyond the warranty period.

#### **Contraindications**

In some cases, you may request the manufacture of a Medical Device using materials that are contraindicated for the specified use.

We will notify you that an order you placed is requesting contraindicating material use before manufacturing the Medical Device.

If, despite the warning of contraindication, (regardless of whether the warning was received from BioArt or a manufacturer directly), you request that the Medical Device is manufactured in accordance with your initial instructions, you acknowledge and agree that this Warranty Policy will not apply, and any remakes will be charged at full price.

# **Shade consultations and variations**

For Medical Devices where shade or colour is a factor specification, you acknowledge and agree that colouring is not an exact science and colour results may be subject to minor variations.

If the shade or colour of the Medical Device BioArt manufactures is inaccurate, we will endeavour to correct the shade one time, at no additional charge to you, provided that the Medical Device is in an unused, unworn and unfitted condition. For example, restorations must not be cemented in situ to receive a free shade correction.

# Warranty Periods – how long does this coverage last?

The warranty period for physical goods manufactured by and purchased from BioArt starts from the date of purchase and ends after the following time periods:

- Zirconia Restorations
  - Hybrid Implants 5 years.
  - Crowns, inlays, onlays and bridges 5 years.
  - All on 4s with Ti bases no warranty.

- All on 4s with Ti frames 5 years.
- Maryland Bridge no warranty.
- Metal Restorations
  - Lifetime warranty on all Titanium and Cobalt Chrome frameworks.
  - Maryland Bridge, Crown and Bridge (metal component) lifetime warranty.
- Lithium Disilicate
  - Crowns/onlays/inlays 5 years.
  - Maryland Bridge no warranty.
- Acrylic Restorations
  - Acrylic overlays and wrap-a rounds 1 year.
- PFM (porcelain component)
  - Maryland Bridge 1 year.
  - Crown 1 year.
  - Bridge 1 year.
- Splints (all materials) 6 months.
- Cantilever implant bridge (all materials) no warranty.

#### What doesn't this warranty cover?

This warranty does not cover the following:

- Any problem caused by conditions, malfunctions or damage not resulting from a defect in material or workmanship.
- Damage caused by your patients; or by the clinician modifying the product, attempting to correct, adjust, or otherwise alter the restoration of the product.
- Damage caused as a result of abnormal use, or excessive wear and tear.
- Goods produced for you in accordance with the specifications you provided, including instructions in an order form or otherwise communicated to us in writing, including by email.
- Errors due to inaccurate or incomplete details or instructions provided by you on the order form or lab sheet.

- Medical Devices created in accordance with your instructions where we have advised you the warranty will not apply due to contraindication of materials.
- Medical Devices that have been inserted or cemented.

# **Additional "No Blame" Policy**

In addition to the warranties provided under this policy, BioArt offers a one time "No Blame" remake and adjustment.

The "No Blame" policy applies, for example, for change of mind, aesthetic considerations, or changes to Medical Devices after cementing.

To claim under the "No Blame" policy:

- Your account must be in good standing with all invoices paid;
- You must return the entire case, including all models and impressions for assessment; and
- 50% of the original price will be payable, for a Medical Device manufactured using the same materials and construction techniques as the initial order.

Other than as expressly set out in this Warranty Policy, BioArt's liability relating to its manufacture of Medical Devices is limited to the maximum extent allowed by law.

#### **Restorations**

All restorations manufactured by BioArt are compliant with government legislation utilising materials and components listed on the ARTG (Australian Register of Therapeutic Goods).

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