

# Guarantee

of Ivoclar Vivadent AG

All ceramic,  
all you need.



The satisfaction of dentists, dental technicians and patients is an important concern for us. Therefore, Ivoclar Vivadent AG grants dentists and dental technicians this IPS e.max® Guarantee on the Guaranteed Products set out below. With a survival rate of 96% and long-term clinical success documented over a period of 10 years, dental restorations made of IPS e.max create complete confidence. Further information can be found in our IPS e.max Scientific Report Vol. 03/2001–2017.

This IPS e.max Guarantee is a limited warranty as further explained in this warranty only provides the reimbursement as described in these terms and conditions and the language in Section 11.

This Guarantee is valid from 1 July 2020 and also applies retroactively for five years for dental restorations that were permanently placed on 1 July 2015 or later. **Although retroactive, claims must be presented in writing within 6 months after the Claimant's knowledge of the defect.**

## 1. Guaranteed Products

The IPS e.max Guarantee applies to the following products and in their combination with the IPS e.max Ceram veneering ceramic and characterization with IPS e.max Ceram/IPS e.max CAD Crystal, as well as IPS Ivocolor® stains and glazes.

Guaranteed Product	Material class	Guarantee period
IPS e.max Press IPS e.max CAD	Lithium Disilicate Glass-ceramic (LS <sub>2</sub> )	10 years
IPS e.max ZirCAD	Zirconium oxide (ZrO <sub>2</sub> )	10 years
IPS e.max Ceram	Fluorapatite-glass-ceramic	10 years

## 2. Claimant

Entitled Claimants under this guarantee are only the **professional dental laboratory, which first fabricated a dental restoration made from a Guaranteed Product, and the dentist who first placed a dental restoration made from a Guaranteed Product**. **Other persons, especially patients, have no claims under this Guarantee.**

## 3. Guarantee claim

The Guarantee claim exists if

- a) a defect occurs in a dental restoration consisting of the Ivoclar Vivadent Guaranteed Products
- and
- b) the manufacturer of the dental restoration refuses its liability on the ground that its product has been combined with one of the Guaranteed Products listed above
- and
- c) the Claimant has to produce new dental restorations as a result of this defect
- and
- d) there is no exclusion of Guarantee under point 5.

Defects that would be possible valid claims include:

- fracture, chipping or a similar failure of a dental restoration after placement in a patient.

Ivoclar Vivadent reserve the right to inspect the dental restoration, or evidence related to the failure to determine eligibility. Ivoclar Vivadent AG is the final arbitrator in determining eligibility under the IPS e.max Guarantee, and whether a Claimant qualifies for reimbursement.

## 4. Guarantees

### 4.1. for professional dental laboratories

The Claimant (dental laboratory) which first fabricated the dental restoration will receive at its choice:

- free replacement of the defective Guaranteed Product, or an essentially equivalent product as identified by Ivoclar Vivadent, used for manufacturing the dental restoration

or

- a one-off reimbursement of costs up to the maximum amount as set out in point 4.3. for the new manufacturing of the defective dental restoration. This reimbursement of costs can only be claimed by the Claimant who fabricated the dental restoration.

### 4.2. for the attending dentist

The claimant (dentist) who first placed the dental restoration will receive (irrespective of whether he or she has also manufactured the dental restoration) an amount up to the maximum amount as set out in point 4.3. for manufacturing new dental restorations and perform repair services.

### 4.3. Guarantee reimbursement of costs in USD\*

	Commercial laboratory	Attending dentist
Single tooth restoration	\$ 200	\$ 200
3–5 unit bridges	\$ 800	\$ 800
6–10 unit bridges	\$ 1 200	\$ 1 200
≥ 10 unit bridges	\$ 1 600	\$ 1 600

The relevant Guarantee can only be claimed **once per loss-entailing event** by the professional dental laboratory and the attending dentist. Further claims cannot be asserted by the Claimant under this Guarantee.

This Guarantee is an additional service of Ivoclar Vivadent and does not affect any statutory or contractual claims and rights of the Claimant or of another party. This Guarantee does not extend the limitation period of any statutory or contractual claims and rights of the Claimant or of another party.

#### 4.4. Claiming the Guarantee

Guarantee claims must be presented in writing within **6 months after the Claimant's knowledge of the defect**. Guarantee claims will be fulfilled by Ivoclar Vivadent AG (Bendererstrasse 2, 9494 Schaan, Principality of Liechtenstein) by itself or through local subsidiaries and sales partners.

Ivoclar Vivadent will answer to the Claimant in accordance with the existing complaint management policy.

### 5. Exclusion of Guarantee

In the following cases, claims under the Guarantee are excluded:

- In the case of defects which are due to external mechanical influences (e.g. accident) or unnatural overloading (e.g. cracking of nutshells with the teeth).
- In the case of defects caused by bacteriological diseases (such as caries), or periodontal diseases (such as periodontitis), or other dental diseases or drug-related influences.
- In case of defects, due to changes in the patient's medical condition, especially loss of natural teeth and implants.
- Contraindications for the material used, e.g. unnatural overstraining (e.g. bruxism), non-compliance with minimum wall thickness, faulty preparation, etc.
- Defects that occur due to improper processing and/or faulty material processing by the dental laboratory/dentist (contrary to the applicable instructions for use of all materials/components used) or a treatment error.
- Defects which occur due to normal wear and tear.
- Use of the Guaranteed Products outside the suggested indication or contrary to the relevant valid instructions for use (especially when using products that are not coordinated with IPS e.max materials and approved by Ivoclar Vivadent, as well as the processing of IPS e.max CAD on/by unauthorized manufacturing processes).
- If no regular dental check-up of the entire dental restoration has been carried out (at least once a year), or if proper care and hygiene of the prosthesis has not taken place.

Claims under this Guarantee are further excluded if they are not reported in writing to Ivoclar Vivadent within **6 months after the occurrence of the Claimant's knowledge of the defect**.

### 6. Claiming under the Guarantee

In order to claim under the Guarantee, the Claimant must substantiate the Guarantee claim by submitting the completely filled out Guarantee Form to Ivoclar Vivadent. The Guarantee Form required for this purpose can be requested from an Ivoclar Vivadent sales representative or from the Ivoclar Vivadent customer service.

Together with the Guarantee Form, in which the cause of the Guarantee claim is to be documented, the Claimant will also receive instructions for returning the product.

The following items shall be enclosed to the Guarantee Form:

- the Guaranteed Product concerned as well as photos or parts of the destroyed/damaged dental restoration work for analytical testing by Ivoclar Vivadent and
- a case description showing that the dental restoration was used as indicated and that there were no contraindications for the patient in question; and
- a certificate of regular check-ups by the dentist at least every 12 months (6 months are recommended).

**To process a Guarantee claim, specific information on the processed guarantee and combination products, such as batch number, etc., must be provided. This information must be shown on guarantee form.**

The completed Guarantee Form must be received by Ivoclar Vivadent within six months after the occurrence of the Guarantee claim.

During the treatment with the product in question, all instructions given by Ivoclar Vivadent in the protocols, guidelines and instructions as well as the generally accepted dental guidelines must be observed before, during and after the treatment.

### 7. Guarantee period

This Guarantee is valid from 1 July 2020 and also applies retroactively for five years for dental restorations that were permanently placed on 1 July 2015 or later. The Guarantee period starts 6 months after the definitive integration of the dental restoration (start of the Guarantee period) and lasts for 10 years from the start of the Guarantee period.

For Guarantee beneficiaries who register by 31.03.2021 at [guarantee.ipsemax.com](http://guarantee.ipsemax.com) before the occurrence of a Guarantee claim, the Guarantee period is extended by a further 2 years from 10 to 12 years.

### 8. Scope

The IPS e.max Guarantee is valid in the countries set out in the country list\*.

### 9. Changes to the Guarantee conditions

Ivoclar Vivadent is entitled to change the Guarantee conditions at any time with effect for the future. For a dental laboratory entitled to a Guarantee, however, the Guarantee conditions in force at the time of purchase of the Guaranteed Product always apply; for a dentist entitled to the Guarantee, the Guarantee conditions in force at the time of final integration always apply. The currently applicable conditions can be found at [guarantee.ipsemax.com](http://guarantee.ipsemax.com).

## 10. Miscellaneous

The assignment of claims under this Guarantee is excluded. This Guarantee shall not be conveyed to a patient or third party.

The applicable substantive law shall be Liechtenstein law.

This Guarantee is provided by  
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Commercial Register No.: FL-0001.001.595-7

VAT Reg. No.: 50639

\* Please note that the reimbursement payments can vary from country to country.  
Please look at [www.ivoclarvivadent.com/ipsemax-guarantee](http://www.ivoclarvivadent.com/ipsemax-guarantee).

## 11. Limitations on Guarantee - Limited Warranty

THE WARRANTIES DESCRIBED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY IVOCALAR VIVADENT AG IN CONNECTION WITH THE GUARANTEED PRODUCTS, AND ARE YOUR SOLE REMEDY. THEY REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IVOCALAR VIVADENT AG AND ITS SUBSIDIARIES MAKE NO OTHER REPRESENTATIONS, PROMISES, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND MANUFACTURER AND IVOCALAR EXPRESSLY DISCLAIM ALL WARRANTIES NOT EXPRESSLY STATED HEREIN. THE LIMITED WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED.

UNLESS EXPRESSLY PROVIDED FOR IN THIS E.MAX GUARANTEE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL IVOCALAR VIVADENT AG AND ITS SUBSIDIARIES BE LIABLE TO ITS CUSTOMERS OR ANY OTHER PERSON FOR (1) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES OF ANY NATURE WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER THEORIES OF LAW, WITH RESPECT TO THE GUARANTEED PRODUCTS SOLD OR SERVICES PROVIDED BY THE MANUFACTURER AND IVOCALAR OR UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, OR (2) ANY DIRECT DAMAGES IN EXCESS OF THE PURCHASE PRICE PAID BY CUSTOMER FOR THE COVERED PRODUCT AS SOLD BY IVOCALAR VIVADENT AG CAUSING, OR OTHERWISE RELATING TO, SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES, AND WILL BE APPLICABLE EVEN IF CUSTOMER'S RECOURSE HEREUNDER FOR A DEFECTIVE PRODUCT FAILS OF ITS ESSENTIAL PURPOSE.

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