Gerada por u113960 em 02/03/2023 às 11:46

Guarantee Policy Neodent Products



Neodent offers a guarantee for its products sold worldwide by its distributors/subsidiary, as provided in this policy.

1. Scope of guarantee

1.1 The Neodent warrants to dentists, users of its products, the replacement of implants, surgical instruments and prosthetic components used on patients that present defects or adverse events, according to the guarantee periods referred to in item 2, provided they have acquired original products from Neodent, respecting the operating instructions provided by Neodent and subject to the conditions and limitations of warranties described below. This guarantee covers only the exchange of Neodent products; other costs associated with the treatment are not covered, including materials and the treatment itself.

1.2 This guarantee requires:

- a) The legitimate acquisition of original products from Neodent by the dentist without the combination of products with other brands:
- b) The patient's careful selection with clinical indication for treatment with dental implant and the proper use of this therapy;
- c) The patient's informed consent, with proper guidance and clarification by the dentist with regard to treatment options, risks and benefits;
- d) That the patient does not have any contraindication described in the instructions for use before, during or after the implant installation;
- e) The use of the product was carried out in strict accordance with the guidelines and recommendations in the instructions of use for each product;
- f) Compliance with care before and after surgery, as well as proper and regular oral hygiene of the patient;
- g) Documented follow-up visits;
- h) That the prosthesis installed on the implant (or to be substituted) allows the correct occlusion between arches.
- i) That the guarantee claim form is submitted fully completed to Neodent's distributors within 90 days after the occurrence.
- 1.3 The guarantee is exclusive to the professional dentist, explicitly excluding any right to third parties, patients or intermediate suppliers.
- 1.4 In case the conditions described in this Guarantee Policy are in disagreement with local legislation the provisions of this will prevail.

2. Guarantee Periods

2.1 Neodent offers the following guarantee periods for its products:

	Implants	Components on implants
Ten (10) years of Guarantee		Titanium and Ceramic Abutments, does not cover customizable and temporary abutments. Replacement by an equal or equivalent metal or ceramic component
Lifetime Guarantee	Implants Replacement by an equal or equivalent implant and an equivalent pillar, when necessary.	

2.2 Intermediate components, customizable and/or which have undergone customization, as well as provisional prosthetic components are excluded from this guarantee, as well as other provisional items. For these items, the company offers only the warranties provided by law.

3. Guarantee conditions

- 3.1 In order to apply the conditions described herein, both the patient and the professional need to take the best possible care before, during and after use of the products manufactured by Neodent.
- 3.2 Neodent recommends that the dentist observe the indications and contraindications of each patient, following the recommendations contained in the product instructions for use.
- 3.3 Neodent asks the professional dentist to ensure that there was proper oral hygiene by the patient and that consultations were regularly observed and documented.
- 3.4 Neodent shall only examine the product after receiving the guarantee form, which is available at www.neodent.com.br, duly completed, within ninety (90) days from the removal of the implant from the oral cavity.

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- 3.5 The replacement of the product takes place only after the receipt of the form and within the term of 90 (ninety) days described above.
- 4. Exclusions from this guarantee
- 4.1 This guarantee does not apply to:
 - 4.1.1 Neodent product that has not been used in accordance with the manufacturer's instructions for use;
 - 4.1.2 Neodent product that has suffered any kind of contamination caused by a professional or by third parties;
 - 4.1.3 Neodent product that has been modified or combined with third party products not manufactured by Neodent;
 - 4.1.4 Existence of contraindications mentioned in the instructions for use;
 - 4.1.5 Incorrect handling of the product by the professional dentist;
 - 4.1.6 Customized and/or temporary prosthetic components;
 - 4.1.7 Failure or defect in the product caused by accident, trauma or any cause at the responsibility of the patient, professional or third parties;
 - 4.1.8 Products that undergo modifications performed by the dentist and / or third parties.

5. General limitations and loss of guarantee

- 5.1 The guarantee set forth herein is the only guarantee granted by Neodent.
- 5.2 Neodent assumes no responsibility over the professional dentist for loss of business, revenues, or lost profits, and recognizes that the only link between them is mercantile, resulting from the purchase and sale of products manufactured by Neodent, and it is pointed out that the Neodent products are an input to the dentist occupation.
- 5.3 Neodent is not responsible for the fulfillment or not of dental practice recognized in the scientific literature, and is not responsible for damages that are directly related to such practices.
- 5.4 By acquiring the implants of Neodent and participating in the guarantee program, the professional dentist accepts the terms and conditions set forth herein.
- 6. How to undertake Products Exchange under this guarantee
- 6.1 For technical report request, the products purchased from an authorized distributor should be sent **exclusively** to the care of this authorized distributor/subsidiary:

Sending Products

- 6.2 Sending the properly sanitized and sterilized product in west steam (autoclave) is mandatory, in accordance with the Declaration of Sterilization.
- 6.3 The properly sanitized and sterilized product should be sent accompanied by the following documents:
 - 6.3.1. Statement Sterilization accompanying the Guarantee Form, completed by the client, including the required information such as: product batch number, number of the Invoice, sterilization cycle number, date and responsible for sterilization;
 - 6.3.2. Copy of the purchase invoice of the product;
 - 6.3.3. Completely filled form, stating all the required data;
 - 6.3.4. Copy of the patients clinical chart;
 - 6.3.5. Periapical or panoramic radiographs, and return is guarantee.

Note: For countries that the legislation does not allow patient information, this data does not apply.

- 6.4 Products that are not cleaned and sterilized will not be accepted for replacement and application of this guarantee, and will be:
 - Discarded when received:
 - The dentist assumes all responsibility for the costs of a possible hiring of subcontractors for the sterilization of products shipped without complying the above items.
- 6.5 The preparation of the technical report by Neodent shall be made within forty-five (45) business days, provided that all the conditions described herein are met.
- $6.6\ \mbox{Neodent}$ assures there the confidentiality of patient's clinical information.

7. Modifications and Termination of Guarantee

Neodent reserves the right to change the guarantee periods at any time, in whole or in part. The modification of this Guarantee Policy will not affect products placed prior to amendments thereto.

8. Term

The terms contained in this Guarantee Policy shall come into effect from the date mentioned in the heading of this document, covering all implants and products placed from this date.