

Coverage

This Warranty Agreement covers only Atlantis[®] Abutments and Atlantis Gemini[®] (Duplicates) manufactured and distributed by Atlantis Components, Inc.

Scope & Term

Subject to the limitations and exceptions described below, if a warranted product cannot be placed during a Stage II Surgical or Post-Stage II Implant Procedure or if the implant fails, Atlantis will provide the following benefits:

Benefits

Quality Benefits

Atlantis will remake the Abutment, the Atlantis Gemini Abutment (if ordered originally) and a provisional crown (if ordered originally) at no additional charge if the Abutment, Atlantis Gemini Abutment or provisional crown either do not meet the Atlantis Quality Standards or do not match special instructions that have been communicated prior to the design of the Abutment via the Atlantis Prescription Form.

Surgical & Restorative Benefits

Atlantis will remake the Abutment, the Atlantis Gemini Abutment (if ordered originally) and a provisional crown (if ordered originally) at an additional charge of 50% of the original cost if the Abutment cannot be placed due to no fault of Atlantis.

Surgical Benefits

Atlantis recognizes that implants sometimes fail after the clinician has taken the fixture-level index. Atlantis can accept no responsibility for a failed implant, but does offer the following benefits:

- If the implant fails *before* the Atlantis Abutment has been placed on the implant, then Atlantis will in no case be responsible for replacing the implant. However, in this situation, Atlantis will remake the Abutment, the Atlantis Gemini Abutment (if ordered originally) and a provisional crown (if ordered originally) at no additional charge.
- If the implant fails *after* the Atlantis Abutment is placed on the implant, then the implant company is the primary recourse for the clinician's claim. However, if the implant company refuses to honor their warranty for the implant and the clinician both meets the "Eligibility" criteria and follows the "Claim Procedure" below, then Atlantis will reimburse the clinician for the cost of a replacement implant fixture AND will remake the Abutment, the Atlantis Gemini Abutment (if ordered originally) and a provisional restoration (if ordered originally) at no additional charge.

Eligibility

To receive these benefits, the treating clinician must comply with all of the following:

1. The warranty claim must be reported to Atlantis Components within 30 days of product failure to remain eligible.
2. The completed and signed Claim Form must be returned to Atlantis Components accompanied by the failed warranted product within 30 days after receipt of claim form. All products must be decontaminated prior to return to Atlantis.
3. All warranted products must have been purchased and related dental procedures performed in the United States of America or at a United States Military Base (even if outside the U.S.) to be eligible.
4. The customer making the claim must be current in all amounts owed to Atlantis at the time the claim form is submitted.
5. All procedures using warranted products must be performed in accordance with Atlantis protocols and instructions as well as generally accepted dental practices.

Claim Procedure

1. Contact the Atlantis Customer Service Team toll-free at (877) 828-5268 to request a claim form and receive instructions for product return.
2. Complete the claim form, documenting the cause of the failure. Sign and return form accompanied by failed warranted products to Atlantis within 15 days. All products must be decontaminated prior to return to Atlantis.
3. Clinicians submitting claim form for surgical benefits, must provide the follow items:

- a. Documentation of case and demonstration that implants were indicated and that no contraindicated conditions existed for particular patient
- b. Documentation that the implant company refused to honor their warranty
- c. Receipt/ invoice for implant fixture for reimbursement

Termination/ Modification of the Warranty Agreement

Atlantis reserves the right to modify or terminate this Warranty Agreement at any time without notice. Any changes or termination of the Warranty Agreement will not affect products installed prior to the date of the change or termination of this agreement.

Limitations

EXCEPT FOR THE GUARANTEE DESCRIBED IN THIS AGREEMENT, NEITHER ATLANTIS COMPONENTS, INC. NOR ANY AFFILIATED COMPANY WHICH MANUFACTURES OR DISTRIBUTES ANY ATLANTIS PRODUCT, MAKES ANY GUARANTEES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITHOUT LIMITATION, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In addition, Atlantis Components and all affiliates disclaim all liability to a treating doctor for lost earnings, incomes or profits, failure of a treating doctor to conform to generally accepted standards of dental practices and all other direct or indirect, incidental or consequential damages resulting or arising from the design, composition, condition, use or performance of any of the Warranted Products.

Application

The benefits outlined in this Warranty Agreement are exclusively for the benefit of the eligible treating clinician and are not for the benefit of any other person or entity, including the patients of eligible treating clinicians.

Exceptions

Atlantis Components, Inc. shall not provide benefits under this Warranty Agreement if the implant failure is caused by trauma or accident or by the patient directly. In addition, the Warranty Agreement will not apply to implant failures directly caused by implants placed in patients with accepted contra-indicated conditions to successful implant integration (to include, but not limited to diseases related to alcoholism, uncontrolled diabetes, habitual drug dependency, or osteoporosis).

Entire Agreement

Neither Atlantis nor any affiliate of Atlantis Components, Inc. makes any representation, warranty, covenant or other undertaking relating to the Warranted Products. This Warranty Agreement sets forth the entire understanding and supersedes all prior agreements relating to warranties. This Agreement is effective as of January 1, 2002.



877-828-5268
Call Atlantis

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Email Atlantis

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