

DA VINCI LIFETIME LIMITED WARRANTY

THE WARRANTY:

All da Vinci Restorations (as defined below) are warranted by da Vinci Dental Studios, Inc. (“we” or “us”) for the lifetime of the original purchaser against defective materials or workmanship, that result in cracking, chipping, breaking, staining, discoloration or loss of luster. Pursuant to the terms and provisions of this warranty, defective Restorations shall be repaired or replaced at no cost to the original purchaser.

WHAT IS WARRANTED:

The following da Vinci restorations (the “Restorations”) are subject to this warranty:

da Vinci Veneers®

WHO IS COVERED BY THE WARRANTY:

The warranty covers original purchasers of the Restorations (i.e., the person that first had the Restorations installed in their mouth by a licensed dentist who purchased the Restorations from us) who have complied with all of the terms and provisions of this warranty.

WHAT IS NOT WARRANTED:

This warranty does not cover (1) any errors, negligent acts or omissions, or malpractice committed by your dentist, (2) delamination due to de-bonding, (3) any damage to your Restorations caused by abuse, neglect (including, but not limited to, poor dental hygiene or failure to wear a protective night guard, if included with your Restorations), or accident, (4) any “No-Guarantee” case, which is a case that we have informed the original purchaser’s dentist will be fabricated without guarantee due to insufficient prepping, poor impressions or other situations beyond our control, or (5) any fees or expenses your dentist may charge in connection with your Restorations, including, without limitation, the cost of your dentist’s services to install, remove, repair or replace the Restorations. This warranty is not transferable. For purposes of this warranty, poor dental hygiene means your failure to do any of the following: (a) daily cleaning (e.g., brushing, flossing, etc.), (b) regular checkups by a licensed dentist at least once every six (6) months, and (c) regular dental cleanings performed by a licensed dental hygienist under the supervision of a licensed dentist.

WHAT VOIDS THE WARRANTY:

The warranty will be void and of no force or effect if:

1. Damage or Alteration – The Restorations are damaged, abused or modified in any way after being permanently placed.

2. Protective Night Guard – You fail to wear the prescribed protective night guard included with the Restorations, if applicable.

3. Failure to Follow Terms of This Warranty – You fail to comply with the terms and conditions of this warranty.

EXTENT OF WARRANTY:

Any defective Restorations covered by this warranty and properly returned to us at the address set forth below will be repaired or replaced at no cost.

You are responsible for any other expenses incurred in connection with the Restorations after they are repaired or replaced (including, without limitation, the cost of permanently placing the repaired or replaced Restorations in your mouth). We will not be responsible for any damages, whether consequential, incidental, special, punitive, contingent or otherwise, or injury arising directly or indirectly from the use of the Restorations. We reserve the right to determine whether the terms and conditions of this warranty have been properly followed.

Some states do not allow exclusion or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights which vary from state to state.

WHAT YOU MUST DO UNDER THE WARRANTY:

In order to have your Restorations repaired or replaced pursuant to this warranty you or your dentist must:

1. Return the defective Restorations to us at the address set forth below at your cost and expense;
2. Provide us with proof of your purchase of the defective Restorations (e.g., copy of the original receipt or invoice or a copy of your da Vinci Certificate of Authenticity); and
3. Provide us with the case number and hand-craft date for the defective Restorations, along with the name and address of your current dentist and the dentist that sold your Restorations to you.

For purposes of this warranty, please contact us at: da Vinci Dental Studios, Inc., Attention: Warranty Claims, 22135 Roscoe Blvd., West Hills, California 91304, U.S.A.; Telephone 800-874-7239.