

VITA warranty and German consumer protection laws

If your device shows a defect or does not comply with the purchase agreement, you can submit a claim under the German consumer protection laws or the VITA warranty.

What is included in the VITA warranty?

VITA Zahnfabrik H. Rauter GmbH & Co. KG guarantees that the dental furnace or shade determination device bearing the VITA trademark and the accessories contained in the original packaging and bearing the VITA trademark are free of defects in material and workmanship if used according to the VITA user manuals. The warranty applies for 24 months from the purchase date by the end user. According to this warranty, you can also file claims against VITA if you have acquired the VITA device from a third party. But the most important factor here is the date of purchase between the purchaser and the seller. A warranty for the heating elements of the VITA ZYRCOMAT is provided for 12-months from the purchase date by the end user.

The VITA warranty goes into effect, provided the device receipt card is completed immediately after the acquisition of the device and returned for warranty registration to VITA or the device is registered online.

What is not included in the VITA warranty?

The VITA warranty does not cover the following:

- a) Wearing parts and consumables such as the firing base, press-firing base, press shims, sintering trays and beads, firing support / firing trays, status indicator (bar light), noise dampeners, anti-infection covers, side cover panels, pliers, tweezers, pins and firing pad.
- b) Damage due to accidents, improper use, fire, earthquake or other external causes.
- c) Damage due to the improper use of the VITA product according to the user manual, technical data or published guidelines of the VITA product.
- d) The warranty is void if repairs or interventions are carried out by persons who have not been expressly authorized by VITA.
- e) VITA products where changes have been made without the written consent of VITA.
- f) If the device has been provided with additional parts or accessories that are not approved for it.
- g) Warranty services can only be performed if the device is sent to us securely packed for shipment.
- h) Further or other claims, particularly claims for compensation for property damage or financial loss arising outside of the device, are not part of VITA's guarantee and are therefore excluded. Our terms and conditions also apply.

VITA

How does VITA proceed in the event of a warranty claim?

If, during the warranty period, you file a claim against VITA under this warranty, VITA may, at its discretion:

- a) repair the VITA product with new parts or parts that correspond to new parts in performance and operability, or
- b) replace the VITA product with the same model (or, with your consent, with a similar product) consisting of new and/or previously used parts that are like new in terms of performance and functionality, or
- c) refund the purchase price against return of the VITA product and
- d) make a loaner device available which corresponds to the purchased VITA product in function and performance.

If a product or part has been replaced or the purchase price has been refunded, the replacement item becomes your property, and the item which was exchanged or refunded becomes the property of VITA.

Replacement parts, replacement products or repaired VITA products are subject to the remaining warranty period for the original VITA product.

How can I make use of the VITA warranty?

The VITA warranty can be accessed by calling the VITA warranty services team or by calling your dealer.

Summary of the German consumer protection laws

Your consumer rights under the German consumer protection laws apply in addition to your rights under the limited 24-month warranty from VITA.

According to the German consumer protection laws, consumers can request repair or replacement free of charge, for goods that are defective or do not comply with the contract of sale. If a repair or replacement involves unreasonable costs for the consumer, or the seller does not or refuses to provide the consumer with repair or replacement within a reasonable time, or if the repair or replacement fails, the consumer can choose to demand either a price reduction or withdraw from the contract by returning the product for a full purchase price refund. The right to withdraw from the contract or to reduce the purchase price does not apply if the deviation from the contract is only slight. These rights apply for 24 months from the transfer of the goods by the dealer to the end user. For used devices and repairs performed, the warranty is limited to 12 months. The warranty for spare parts and completed repair work is limited to the components replaced during the course of the repair work in question.

According to the German consumer protection laws, defects in goods or deviations from the contract of sale are considered to have existed on the date of transfer if they become known within 6 months of the transfer.

After this period of 6 months, the burden of proof that the deficiency or deviation of the goods from the contract of sale existed at the time of transfer shifts to the consumer.

The logo for VITA, consisting of the word "VITA" in a bold, red, serif font.

Summary of the German consumer protection laws and the VITA warranty

	German consumer protection laws	VITA warranty
Claim period	24 months from purchase date by the end user	24 months from purchase date by the end user
Costs	Without additional costs	Without additional costs
Submission of the claim	Call the VITA device services team or your dealer directly.	Call the VITA device services team or your dealer directly.
Repair or replacement outside of the country in which the product was purchased	You can obtain more detailed information from your dealer	Yes
Telephone support	You can obtain more detailed information from your dealer	Yes, during the entire lifetime.
Requirement	No	Registration of the device

General

The VITA warranty does not affect or limit the legal rights of the purchaser. In case of conflict with the legal regulations, the legal provisions shall apply.

No dealers, representatives or employees of VITA are permitted to alter the conditions of this warranty, to expand them or to add additional conditions.

If any provision of this warranty is ineffective or unenforceable, the validity of the remaining provisions shall remain unaffected.

This warranty is subject to the law of the Federal Republic of Germany.

VITA