

Complaints procedure

1. Each product made at WDA may be returned under complaint. For this reason remember to:
 - ✓ contact the WDA office by phone at or by e-mail at address
 - ✓ provide the number of the work that is subject to complaint
 - ✓ provide reasons for the complaint
 - ✓ waiting time for considering the complaint is 3-5 days
 - ✓ WDA reserves the right to request additional supporting documentation confirming the defectiveness of the product and extension of the time for its consideration

2. Complaint is not considered when:
 - ✓ the project or product has been approved for execution by the Contracting Entity and WDA made it in accordance with the confirmed design
 - ✓ the customer changes the material or color of the product after its execution
 - ✓ the Ordering Party has made technological and design changes independently without consultation with the WDA
 - ✓ The Ordering Party placed the product in the patient's mouth and the complaint does not include hidden defects of the product.
 - ✓ The product, despite being placed in the patient's mouth, has not been paid for in due time

3. Events not under complaint:
 - ✓ patient does not come to follow-up visits according to individually agreed schedule /issues of hygienisation, occlusion, prosthetic works /
 - ✓ the guarantee does not cover temporary work and work for which the patient has been informed of a limited warranty (or lack thereof) and which are being performed at his express request.
 - ✓ damage resulting from traffic accidents and mechanical damage.
 - ✓ failure to perform the procedures recommended by the doctor during the follow-up visits
 - ✓ in the case of bruxism, the patient was not fitted with a safety splint or is not using it as directed by a physician
 - ✓ natural atrophy of bones and periodontal changes
 - ✓ lack of instructions for the use of prosthetic works provided to the patient /limitations, service / in oral or written form
 - ✓ an existing medical condition that adversely affects the chewing system (e.g. diabetes, osteoporosis, epilepsy, conditions after treatment with chemo- and radiotherapy)
 - ✓ corrections made outside the **WDA**

Warranty principles issued by Warsaw Design Atelier for the performed prosthetic works

1. Warranty period
 - WDA issues warranty for its prosthetic works for a period of 24 months.
2. Guidelines for warranty for the prosthetic works
 - ✓ correctly transferred prosthetic field using an intraoral scanner or
 - ✓ traditional impression with appropriate masses
 - ✓ the impression is properly secured and delivered in a timely manner
 - ✓ correctly transferred patient's short circuit
 - ✓ performed correctly in accordance with the principles of prosthetic treatment planning
 - ✓ properly securing the patient with temporary restorations that will hold the field
 - ✓ prosthetics in the same form as on the day of taking the scan or impression.
 - ✓ correct placement of the prosthetic work on the pillars and the base
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 - ✓ patient does not come to follow-up visits according to individually agreed schedule /issues of hygienisation, occlusion, prosthetic works /
 - ✓ the guarantee does not cover temporary work and work for which the patient has been informed of a limited warranty (or lack thereof) and which are being performed at his express request.
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 - ✓ an existing medical condition that adversely affects the chewing system (e.g. diabetes, osteoporosis, epilepsy, conditions after treatment with chemo- and radiotherapy)
corrections made outside the **WDA**

Agreement for the Entrustment of Personal Data Processing
concluded on..... in Warsaw

BETWEEN

1. _____
2. _____

hereinafter referred to as the "Administrator", and

_____ with its registered office in _____ (___ - __) at _____, entered in the Registry of Entrepreneurs KRS kept by the District Court _____, Economic Division of the National Court Register, under the number _____, with NIP Tax Identification Number and Statistical Number _____, share capital _____ PLN, represented by:

1. _____
2. _____

hereinafter referred to as the "Processing Party",

together called the "Parties", and separately and the "Party";

WHEREAS:

- ✓ The parties are bound by cooperation (hereinafter: "Cooperation"), resulting from the previous or future contracts, orders or other forms of agreements (hereinafter: "Cooperation Agreement"), connected with the provision of prosthetic works in the course of which personal data are processed.
- ✓ From 25/05/2018, the provisions of the Regulation of the European Parliament and Council 2016/679 of 27 April 2016 on the protection of physical persons in connection with the processing of personal data and on free the flow of such data and the repeal of Directive 95/46/EC (hereinafter: "GDPR").

THUS THE PARTIES AGREE TO THE FOLLOWING:

1. Subject of the Agreement
 - 1.1. The subject of the Agreement is personal data processing within the meaning of Article 28 of the GDPR by the Processing Administrator, within the meaning of art. 4 sec. 1 GDPR, to the extent and purpose specified in this agreement (hereinafter: "Agreement").
 - 1.2 The processor undertakes to process personal data entrusted to him in accordance with the Agreement, with the GDPR and other provisions of generally applicable law, which protect the rights of data subjects.
 - 1.3 The processor declares that he applies security measures that meet the requirements of the GDPR.
2. Scope and objective of data processing
 - 2.1. The purpose of personal data processing is implementation of services specified in the Cooperation Agreement. The nature of personal data processing are the following operations or sets of operations performed on personal data by the Processor: access, storage, use, transportation, processing.

- 2.2 The scope of personal data processed by the Processor on the basis of this Agreement covers the following categories of data subjects: Patients, Employees and Co-workers
- 2.3. The scope of personal data processed by the Processor on the basis of this Agreement covers the following types of data for the categories of people indicated in point 2.2. of this Agreement:
- 2.3.1. [Patients] Name and surname, MRN, Date of birth, health data.
 - 2.3.2. [Employees and associates] Name and surname, specialization, Licence No
- 2.4 The processor may process personal data in paper and electronic form according to the rules set out in the Cooperation Agreement.
3. Responsibilities of the Processor
- 3.1. The processor will secure personal data entrusted to him under the Agreement through application of appropriate technical and organizational measures required by the provisions of the GDPR ensuring the protection of processed personal data, in a manner corresponding to the risk related to their processing, in accordance with art. 32 GDPR.
 - 3.2. The processor will process personal data only for the purpose and scope specified in the Agreement, with due diligence.
 - 3.3. The processor is obliged to keep records of persons authorized to processing of personal data and preventing the processing of personal data entrusted to him under the Agreement by persons without appropriate authorization or not trained in the protection of personal data. The processor is also obliged to update the records of persons authorized to process data on an ongoing basis.
 - 3.4. The processor is obliged to keep a register of processing activities made on behalf of the Administrator referred to in art. 30 (2) of the GDPR.
 - 3.5. The processor will continuously supervise its employees with regard to the processing of personal data.
 - 3.6. The processor undertakes to ensure secrecy (referred to in Art. 28 paragraph 3 lit. b GDPR) of data processed by authorized persons for the purpose of performing of this Agreement during their employment with the Processor and after its termination.
 - 3.7. Personal data will be processed in the buildings belonging to the Processor, located at, [*place of data processing*]
 - 3.8. he processor uses the services of another processor only with prior written consent of the in accordance with the principles referred to in art. 28 sec. 2 and 4 of GDPR.
 - 3.9. At the moment of concluding the Agreement, the Administrator agrees to use the services of other processing entities by the Processor listed in Appendix 1 to the Agreement.
 - 3.10. The Processor undertakes, to the extent necessary, to support the Administrator in fulfilling requests of the data subject and obligations set out in Art. 32-36 GDPR.
4. Rules of confidence
- 4.1. the Processor is obliged to the following:
 - 4.1.1. maintaining confidentiality of all information and data entrusted to him based on the Agreement and obtained as a result of performing activities hereunder, both in writing, electronical and oral form, as well as to oblige his employees and contractors to keep data in confidence, also after termination of the Agreement.
 - 4.1.2. keeping information and personal data secret and not disclosing them at all to third parties, unless there is an obligation to disclose them resulting from applicable law, or if the Administrator agrees for such disclosure.

- 4.2. secure correspondence and any documents against theft and disappearance
5. Procedure in the event of breach of personal data security
 - 5.1. In the event of any breach of personal data security, the processor is obliged without undue delay, however no longer than within 24 hours from its finding, to inform the Administrator about such breach.
 - 5.1.1. In the event of participation in data protection matters, in particular, before state offices, the police or in court, the Processor is obliged to immediately, but longer than within 7 days from the commencement of activities, to inform the Administrator about it.
6. The right of audit, including inspection
 - 6.1 Pursuant to Art. 28 sec. 3 letter h of GDPR, the Administrator has the right to audit, and inspect whether the measures used in the processing and protection of data by the Processor meet the provisions of the Agreement.
 - 6.2 The Administrator is entitled to ask the Processor to provide necessary information or written explanations regarding the processing of personal data, which may include demonstrating the operation of ICT systems and transfer of other data necessary for assessing the method and scope of personal data protection which need to comply with obligations specified in Art. 28 GDPR.
 - 6.3 Audit, including inspection of compliance with the rules of processing of personal data may take place only after prior notification of the Processor by the Administrator about the intention to conduct an audit, including inspection, at least 2 days before the planned date of the audit, including inspection specifying in writing the persons appointed by the Administrator to conduct an audit, including inspection.
 - 6.4 The foregoing audit powers may be exercised by the Administrator in places where personal data is processed on working days, from 9.00 a.m. to 5.00 p.m.
 - 6.5 The processor undertakes to remove deficiencies identified during the audit within the period indicated by the Administrator, not longer than 7 days.
7. Responsibilities of the Processor and contractual penalty
 - 7.1. The processor is responsible for the processing of personal data not compliant with the agreement, in particular for the provision of personal data to unauthorized persons.
 - 7.2. The processor is responsible for any damages caused by the Administrator or third parties as a result of processing not compliant with the Agreement by the Processor.
 - 7.3. In the event of an administrative penalty imposed on the Administrator pursuant to Art. 83 GDPR due to the violation of the processing of personal data for which Processor is responsible, he is obliged to pay the penalty imposed on Administrator. If direct payment by the Processor of the penalty is impossible, the Processor undertakes to return the Administrator the penalty amount within 21 days from the date of delivery to the Processor of a written payment request, by bank transfer to the bank account indicated by the Administrator. The above provisions do not affect the independent responsibility of the Processor based on Article. 83 GDPR.
 - 7.4. Regardless of the provisions specified in point 7.3, in case when:
 - 7.4.1. the processor exceeds the scope of authorization to process personal data specified in this Agreement, or
 - 7.4.2 administrative bodies responsible for supervising compliance with the rules of processing personal data declare that the Processor does not comply with the rules, or

7.4.3 the processor entrusts personal data to another entity without the consent of the Administrator,

the Administrator has the right to require payment from the Processor of a contractual penalty in the amount of 200 000 PLN (two hundred thousand PLN) ("**Contractual penalty**").

7.5. In the event of one of the events specified in point 7.4 above, the Processor undertakes to pay the Administrator a Contractual Penalty within 21 days from the date of delivery to the Processor of a written payment request by bank transfer. Payment of Contractual Penalty means debiting of the bank account of the Processor. The request for payment of the Contractual Penalty does not exclude the remaining rights of the Administrator resulting from this Agreement.

7.6. The Administrator may demand compensation exceeding the amount of the Contractual Penalty.

8. Duration and termination of Agreement

8.1. This Agreement is concluded for the duration of the Cooperation Agreement concluded between the Parties.

8.2. The Administrator may terminate this Agreement with immediate effect in the event of a breach by the Processor of the provisions of the Agreement, GDPR or other provisions of generally applicable law that protect the rights of data subjects. In particular, in the case of sharing personal data with unauthorized individuals, as well as in the event that:

8.2.1 administrative bodies responsible for supervising compliance with the rules of processing of personal data declares that the Processor does not comply with the rules,

8.2.2. the Administrator, as a result of inspection referred to in point 6 of the Agreement finds that the Processor does not comply with the rules of personal data processing or GDPR provisions;

8.2.3 The processor entrusts personal data to another entity without consent of the Administrator.

8.3. In the event of termination of this Agreement for reasons specified under clause 8.2., the Parties undertake to start discussions within 3 days from the date of termination of this Agreement in order to determine the manner of implementation of the Cooperation Agreement concluded between the Parties.

8.4. No later than on the day of expiry or termination of this Agreement, the Processor, on Administrator's request and, in accordance with his decision, will return to the Administrator, permanently delete or destroy all personal data, materials and media received from the Administrator other than its property, and related to the processing of personal data and confirms the above in writing, unless he is entitled to further processing of data on the basis of legal provisions.

9. Final provisions

9.1. All changes to the Agreement require a written form under pain of being declared null and void.

9.2. In matters not specified in the Agreement, provisions of Polish law are applicable.

9.3. Disputes related to the performance of this Agreement will be settled by a competent court for the Administrator's seat.

9.4. Any notices and correspondence made pursuant to this Agreement or in connection with it, will be sent in writing to the correspondence addresses indicated below:

Administrator:

Processor:

9.5. The Agreement is governed by Polish law.

9.6. The Agreement comes into force on the day of signing.

9.7. The Agreement is drawn up in two identical copies in Polish, one for each Party.

IN WITNESS WHEREOF the Agreement was signed on behalf of the Parties:

Administrator

Processor

Appendix 1

List of processing entities used by the Processor

Name of the entity	Registry data

Rules of cooperation with Warsaw Design Atelier

CONTACT

1. We are available by phone every day, except for weekends and national holidays between 9 a.m. and 5 p.m.
2. You may send us the request and files 24/7.
3. If you send files, use a ready form available at www.wda.dental or send them through scan@wda.dental
4. If you send impressions, send them to our address Warsaw Design Atelier 05-500 Piaseczno ul. Kościuszki 35
5. We will confirm the acceptance of the order and determine the execution time by SMS or e-mail to the address indicated in the form after qualifying the submitted documentation or impressions

DOCUMENTATION.

6. Depending on the ordered product, digital files must contain:
 - virtual wax-up / scans of dental arches and photos of the patient's face made according to the DSD protocol /
 - prosthetic structures / scans of patient's arches /
 - surgical template / scans of the patient's arches, photos of the patient's face made according to the DSD protocol and computed tomography /
7. Works performed with the impressions depending on the product ordered must contain:
 - virtual wax-up / correctly prepared working and counter impression, correctly established bite and images of the patient's face made in accordance with DSD protocol /
 - prosthetic structures / correctly prepared working and opposing impression, correctly established bite /
 - surgical template / correctly prepared working and counter impression, properly established bite, images of the patient's face made in accordance with DSD protocol and computed tomography /
8. We ask you to carefully accept the projects because their commissioning is equivalent to payment for the service. Any changes made during the design stage are free of charge until final approval.
9. Patient photos attached to documentation should have proper quality guaranteeing a clear image. The photos do not convey the color of the patient's teeth, only the scale of their brightness.
10. We use the VITA shade guide for full contour work and additionally VITA 3D Master for hand-fired work.

TRANSPORT

11. Impressions should be properly secured for transport:
 - we pack the impression of the alginate mass in a tight foil bag / do not cover it with a wet lignin
 - put the impressions into a stiff box / plastic or metal / and then to cardboard packaging
12. Before sending, all things put into the box are photographed to avoid their loss.
13. Impressions that are damaged or distorted are not eligible for the prosthetic work.

14. Please check the parcels in the presence of the courier, which will allow us to submit complaints in the event of loss or damage of the ordered product.
15. Please mark your impression trays with an emblem, which will make it easier for us return them.

EXECUTION DATES

16. Dates of performing the works can be found in the tab.
17. Dates of work that require ordering of additional elements / e.g. implant parts / are automatically extended by the delivery time from external suppliers.
18. Any accelerations should be consulted individually

PAYMENT

19. Warsaw Design Atelier offers three forms of payment for the service.
 - payment before executing the order entitles you to a 5% discount
 - cash on delivery entitles you to a 2% discount
 - payment of 14 days does not entitle you to a discount. Frequent exceeding the payment deadline for the service may result in a change in the form of payment to prepayment or cash on delivery
20. The settlement period for issuing a VAT invoice is 14 days. Before issuing an invoice, a collective statement of completed orders is sent. Please check the list carefully, as it will be the basis of issuing the VAT invoice.

CERTIFICATES

21. All materials used at Warsaw Design Atelier have the CE certificate.
22. Each prosthetic work performed at Warsaw Design Atelier is certified in accordance with URPL recommendations.

GENERAL INFORMATION

23. Before starting cooperation, please read the terms and conditions of the guarantee and complaints, as well as GDPR provisions.
24. For general matters, please contact our office at info@wda.dental