

192 Shoemaker In. Agawam, 01001 MA

Doctor:	
Street:	
City:	_Ph:

		PATIENT INFORMATION		
Rx Date:	RX Due Date:	AM:		PM:
atient Name:		Age :		Sex:
ERAMIC SHADE I	NSTRUCTIONS	FIXED		REMOVABLE
Shade: Stump: 8 9 1 R	10 11 12 13 13 14 15 16 L	□ Non Precious □ High Noble Yellow □ High Noble White □ Captek™ □ Maryland Bridge □ E. Max Press □ Non-Preparation Vel □ Full Countour Zircon □ BruxZir □ Porcelain Layered Z	nia	□ Custom Tray □ Bite Block □ Try-in □ Finish □ Repair □ Reline □ Immediate
32 17 18	□ Ba □ Premi □ Other	Mold Shade _		
30 19 20		FACE SHAPE		
28 27 26 25 24	21 22 22	□ Ova □ Tape		Square Rectangular
PONTIC DE DOCTOR S Instruc				

Terms and Conditions

By submitting this form to Design Dental Lab and signing in the Dentist agrees to a contract for the sale and delivery of the custom manufactured cases mentioned herein as "Case".

The services and Dental Prosthetic Cases provided by Design Dental Lab (herein Referred to as "Laboratory") are subject to the following terms and conditions:

- 1. Laboratory warrants that the Case (s) shall be free of defects in materials and workmanship at the time of delivery. Expect as expressly warranted herein, Laboratory makes no representations or warranties that the Case(s) will be fit for a particular purpose or of merchantability.
- Payment is due in full upon receipt of Case(s). Dentist agrees to pay in full the stated price of the Case(s) or Service(s) together with any interest thereon and all costs of collection, including but not limited to, reasonable attorney's fees. Interest of 1,5% per month shall be charged on any unpaid balance outstanding for more than (30) days from date of service.
- In the event that any orders submitted by Dentist is cancelled for any reasons before shipment, Dentist shall pay the reasonable value of all work performed prior to receipt by Laboratory the notice of cancellation of the order by Laboratory.
- 4. Dentist has the right of inspect Case(s) prior to acceptance provided that notice of non-acceptance or non-conformance of the Case(s) shall be communicated to the Laboratory within a reasonable time (not to exceed 10 business days) after receipt by the Dentist. Any action other than unequivocal notice of non-acceptance shall be deemed to be acceptance.
- 5. Notice by Dentist of non-conforming Case shall include a specific and detailed statement of reason for the rejection. Laboratory shall be given the opportunity to correct the defect or to replace the Case(s) (at Laboratory's sole discretion) with a conforming Case(s), within reasonable time and at the Laboratory cost * (restrictions apply). Where the cause of the non-conforming Case(s) cannot be clearly and reasonably identified as due to either the fault of the Laboratory or Dentist, the cost of remaking the Case(s) shall be borne equally by the parties hereto.
- 6. Should Laboratory fail to provide a conforming Case(s) in a reasonable time, Dentist's remedy is limited to the return of all original items submitted to Laboratory and repayment of the contract price.
- 7. Where the Dentist requests re-manufacture or repair of the Case(s), Dentist shall resubmit all originals to the Laboratory including but not limited to original impressions, models, or restoration (s).
- 8. Dentist must thoroughly and carefully disinfect all materials used in mouth before sending them to the Laboratory and again when returned from the Laboratory before placement in patient's mouth.
- 9. Case(s) will be shipped F.O.B. by common carrier, unless the parties agree to other arrangements before the date of shipment.
- 10. Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration to be held in Chicopee, Massachusetts, in accordance with the Rules of the American Arbitration Association. A judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator(s) will be selected from a panel of persons having experience with and knowledge of dentistry and dental technology. The language of the arbitration shall be English.
- 11. This agreement shall be constructed, interpreted and enforced under the laws of the state of Massachusetts with the same force and effect as if fully executed and to be fully performed therein. Dentist and Laboratory agree that the proper jurisdiction for the resolution of any dispute hereunder shall be in the state of Massachusetts.
- 12. If any provision of this Agreement is held invalid, unenforceable or void by a court of competent jurisdiction, such circumstances shall not affect the validity of any of the remaining provisions of this agreement.
- 13. Laboratory has not made any representation, warranty, covenant, or guarantee of any nature whatsoever, express or implied, in connection with or relating to the Case(s) or services to be performed hereunder except as expressly set forth herein. This agreement cannot be modified except by a written instrument by Laboratory.

What is not covered?

- Cases where a reduction coping is required
- Cost incurred for removal or reinsertion
- Cases where failure occurs due to debonding or poor occlusion
- Replacement restoration or appliance where no defect in material or workmanship is documented
- Incidentally or consequential damages, including inconvenience, lost wages, or pain and suffering

In-Lab Working Days

Please allow for the full working time on each type of Case In-Lab. Working times do not include weekends or holidays. We do not count the day we receive the case as a working day in the laboratory. Rush Service available on most Cases for an extra charge but must be pre-scheduled with Lab Manager. To pre-schedule your rush case, please call Lab Manager.