

# INVOICE ORDER TERMS AND CONDITIONS

## **Limited Warranty**

LIMITED WARRANTY/LIMITATION OF LIABILITY. Mabel Dental Lab ("the lab") warrants that all dental devices (a "device") are made according to your specification and approval in the belief that the device will be useful and MAKES NO OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Subject to the return of a device that is placed and then fails, the lab will repair or replace the device without charge for the cost of materials and workmanship or refund the original price paid, at the lab's option, as follows: (1) porcelain to metal, all porcelain, all metal, single-unit inlay, onlay and crown composite resin final prosthetics (excluding mutually opposing implant supported full arch bridges), milled implant bars, and screw-retained abutments (excluding abutments with angulations greater than 20 degrees), composite resin bridges (excluding Maryland and inlay/onlay bridges), up to 5 years; (2) dentures and partials including screw-retained dentures but excluding immediate dentures and partials up to one year if the failure is due to defects in materials or workmanship; (3) nightguards/splints if the failure is due to defects in materials or workmanship, provisionals, Maryland and inlay/onlay bridges, up to six months (4) immediate dentures and partials, flippers, retainers, surgical and radiographic guides, and all other dental devices up to thirty days if the failure is due to defects in materials or workmanship. You agree to pay all other costs of adjustment, repair and replacement or a device. Except where prohibited by law, the lab WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THE USE OF A DEVICE, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, regardless of the theory asserted, including warranty, contract, negligence or strict liability and if such disclaimer is not permitted by law, the duration of any implied warranty is limited to 90 days from date of delivery. In the event of a dispute and absent an amicable resolution the parties mutually agree to waive class actions in favor of mandatory individual arbitration of claims under this limited warranty in and in accordance with the laws of Ohio. The lab does not guarantee the performance of independent carries.

In most situations we will repair the case free of charge. However, there may be additional charges in the following circumstances:

- If the original dental restoration and models are not returned to us.
- If the case is re-prepped and a new impression is sent.
- If the shade is different from the original order.
- If the restoration materials are different from the original order.
- If we asked for a new impression and you asked us to proceed without one.
- If we advised you that we could not guarantee the quality of this order and you asked us to proceed anyway.
- If we requested a try-in and you asked us to proceed without one.
- If we received no study model for anterior cases and/or no specific directions.

We realize that there may be extenuating circumstances whereby the original restoration cannot be included in the remake request or if you agree to a chargeable remake and are sending a new impression or additional materials for a case already in the lab. Please make sure to indicate if the original restoration is NOT included.

## **Credit Policy**

1. An invoice will be sent with each order, prescription or work authorization filled.
2. A statement will be sent following the end of each month. It will list all invoices charged, payments received, credits issued during the month and balances due from customer.
3. Any balance, or part of a balance, that is not paid in full within 30 days of a monthly statement will be billed a service charge of one and one half percent (1 1/2%) a month until the balance is paid in full.
4. All accounts with outstanding balances over sixty (60) days will be placed on CREDIT ALERT, and any new work will be shipped C.O.D. until the overdue balance is paid in full.
5. All accounts with outstanding balances of ninety (90) days will be placed on CREDIT HOLD. New work will not be fabricated until the overdue balance is paid in full.
6. Any credit balance(s) that may arise must be used for laboratory services within sixty (60) days of the date of the credit balance(s).
7. Master Card, Visa, AMEX, Discover, Check may be used to pay for each invoice or part of, or full balance of a monthly statement.

*I/We agree to pay reasonable attorneys fees and collection costs if my account is referred for collection.*