

No-Fault Remake Policy, Limited Warranty and Framework Performance Warranty/Replacement Policy

No Fault Remake Policy Mabel Dental Lab is happy to process all remakes or adjustments, of the below identified devices that are manufactured by Mabel, at no additional charge if requested within the warranty period and accompanied by the return of the original device, as described in further detail below.

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:

- 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.
- Dentures including screw-retained dentures but excluding immediate dentures and partials manufactured by the lab up to 1 year if the failure is due to defects in materials or workmanship.
- Nightguards/splints if the failure is due to defects in materials or workmanship, provisional partials, Maryland and inlay/onlay bridges, composite resin, flippers manufactured by the lab up to six months.
- Immediate and provisional dentures, partials, retainers, prosthetic stents, surgical and radiographic guides, and all other dental devices manufactured by the lab up to 30 days if the failure is due to defects in materials or workmanship.

Metal Framework Replacement Policy The lab will replace any failed cast metal framework (including due to broken clasps) that it manufactures for up to 7 years from the date of placement. This replacement only covers the framework itself and no other aspects (teeth, acrylic, clasp or any repairs). This replacement policy only applies to direct end-user customers (treating clinicians).

This warranty is exclusively for your benefit, is not transferable and does not extend to any patients. You agree to pay all other costs of adjustment, repair and replacement of a device including any chair time. 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 carriers used to transport the devices.

To receive any warranty of replacement policy benefits, the treating clinician must notify the lab directly for instructions on how to exercise any warranty of replacement policy benefits. The treating clinician requesting warranty of replacement policy benefits must also be in financial good standing with the lab, and must have installed all lab or other devices in accordance with industry standard and accepted medical/dental practices. The lab reserves the right to modify or terminate its warranty program or replacement policy (or any aspect of either of them) or exclude any individual dentist or other entity from receiving this replacement policy benefits for any reason, at any time in its own discretion, including if the lab determines the claims are not made in good faith or violate the letter or intent of the policies. The lab will use commercially reasonable efforts to provide notice of material changes to the policies to clinicians, including posting any updated or revised policy or warranty language on the lab’s website(s).

NOTWITHSTANDING THE ABOVE, YOU UNDERSTAND AND AGREE THAT THE LAB WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR RELATIONSHIP WITH THE LAB, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED TO THE MAXIMUM EXTENT PERMITTED BY LAW. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE IN ANY EVENT THAT THE LAB’S TOTAL LIABILITY TO YOU FOR ANY OR ALL OF YOUR LOSSES OR INJURIES FROM THE LAB’S ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO THE LAB FOR THE DEVICE(S) AT ISSUE.

Terms and Credit Policy

We honor VISA, Mastercard, Amex and Discover.

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. All accounts are payable within 30 days of statement date.
3. **Any balance, or part of a balance, that is not paid in full within the stated terms will be subject to COD status and a late charge of 2 percent of the unpaid balance.**
4. 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).
5. Prices subject to change without notice.

I/We agree to pay reasonable attorney's fees and collection costs if my account is referred for collection.

(Revised June 2021)