



PRECISION DENTAL LABS LLC
Innovative Dental Crafters
Panama City, FL

GENERAL TERMS & CONDITIONS

The following terms and conditions shall apply to all orders placed with Precision Dental Labs LLC by the client (practice). *Precision Dental Labs LLC (also referred to PDL in the following document):*

1. **CREDIT POLICY:** The initial credit is limited to \$1000 until the credit is established. Credit can be established at Precision Dental Labs LLC's sole discretion through the use of a requested new account credit form. Any established credit may be revoked at any time if the client is past due. Once the client's credit is past due, the account must be pre-paid or paid at time of service until credit is re-established.
2. **PAYMENT TERMS:** The client will receive an invoice with every case delivered detailing the products and associated fees incurred. Your obligation for the payment begins on the date of the shipment. In addition, client will receive a weekly statement listing all outstanding invoices. All outstanding invoices are due within 15 days of statement due date. A finance charge will be assessed to any past due account of 3% per month. Any accounts not paid within 15 days of statement date may be put on hold (and/or converted to a COD/Pre-pay basis). Further delinquency may require client be sent to collections. Client shall pay all costs of collection, including, without limitation, collection agency and attorney's fees incurred by Precision Dental Labs LLC. Payments may be made by check or credit card. Credit card payments will incur a 3% processing fee. A fee of \$50 may be charged for all returned checks.
3. **WARRANTY:**
 - A. **What is Covered.** Subject to the terms and conditions set forth below, PDL offers a ONE-year warranty on fixed and removable products, a one-year warranty on sleep appliances, six months for Essix and ortho retainers, 90 days on bite splints and retainers, and one month for temporary crowns as follows: work is guaranteed to be free of defects due to materials and workmanship, and the appliance is guaranteed to fit the provided model and to be constructed to the design requested on the prescription form. If for any reason the appliance does not fit the mouth but fits the model, cost of remake will be half and billed to the client. The warranty runs from the date a restoration request is received by PDL.
 - B. **Exclusions.** The following shall not be covered by PDL's warranty: (i) cash refunds for custom-made restorations; (ii) costs incurred for removal or insertion; (iii) repairs resulting from accident, neglect, abuse, failure of supportive tooth structure or tissue structures, improper adjustments or dental hygiene; or (iv) restorations partially fabricated or completely fabricated by any lab other than PDL. **Relines are NOT included for immediate restorative cases.**
 - C. **How the Warranty Works.** If during the applicable warranty period, Client experiences any problems with its restoration that are covered by the warranty as described herein, then Client may elect to receive as follows: (i) Credit – within 30 days of request by Client, a credit will be issued and applied to Client's account; or (ii) Remake/Repair during the warranty period, PDL will remake or repair the restoration (provided that if Client elects to change the materials for such restoration, the original cost of the restoration will be credited and the new costs invoiced).
 - D. **Conditions.** In order for Client to receive the benefits of the warranty, Client agrees as follows: (i) Client must provide PDL with proof-of-purchase, including an invoice and patient name; (ii) the original dental restoration (including any damaged pieces) must be returned; (iii) the restoration must be inserted by a licensed, practicing dentist; and (iv) if PDL requests a new impression, but is instructed by Client to proceed without the new impression, the warranty shall be null and void, and any further remakes will be completed at full cost.

4. **SAFETY AND QUALITY:** All products manufactured in the United States and will include specifications of origin and manufacturing.
5. **DISCLAIMER/LIMITATION:**
EXCEPT AS SPECIFICALLY SET FORTH HEREIN, PRECISION DENTAL LABS LLC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PRECISION DENTAL LABS LLC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, INCONVENIENCE, LOST CHAIR TIME, COSTS INCURRED WHEN REMOVING OR INSERTING RESTORATIONS, LOST WAGES, PAIN AND SUFFERING, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED BY PRECISION DENTAL LABS LLC HEREUNDER.
6. **CLIENT RESPONSIBILITY:** No Liability to Patients. Client shall supply Precision Dental Labs LLC in writing with a valid prescription regarding all specifications and information reasonably required by PDL to prepare the restoration requested by Client. While PDL reserves the right to request further specifications or information, it expressly disclaims any duty to do so and may rely entirely upon the original specifications and information provided by Client without any duty of investigation. Client shall be solely responsible for the accuracy of any such specifications or information. Client shall indemnify, defend and hold Precision Dental Labs LLC and its officers, shareholders, and directors harmless from any and all claims, liabilities, and damages arising by reason of the treatment of any of Client's patients or the actual application, fit, alignment, or ultimate use of any restoration prepared by Precision Dental Labs LLC hereunder. IN NO EVENT SHALL PRECISION DENTAL LABS LLC BE LIABLE TO ANY PATIENTS OF THE CLIENT FOR ANY DAMAGES RESULTING FROM ANY USE OF ANY RESTORATION OR OTHERWISE.
7. **CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES:** This Agreement shall be governed by the laws of the State of FLORIDA without regard to its conflicts of laws rules. The parties' consent to the exclusive jurisdiction and venue of the state and federal courts in Tallahassee, Florida, for all matters and actions arising under this Agreement. If any proceedings are required to enforce any provision or to remedy any breach of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees and costs.

Precision Dental Labs LLC reserves the right to revise these terms and conditions at any time and to refuse service for any reason. EACH WARRANTY CASE WILL BE HANDLED ON AN INDIVIDUAL BASIS. Each case will be discussed with client prior to any acceptance or work being re-done or re-processed.

SIGNATURES REQUIRED

DOCTOR SIGNATURE

WITNESS SIGNATURE

PRINTED NAME OF DOCTOR

PRINTED NAME OF WITNESS

TODAY'S DATE: