

KYORI DENTAL LAB

STANDARD TERMS AND CONDITIONS

By submitting a Rx Lab Request Form (an "Order") to Kyori Dental Lab, you agree to purchase products as indicated in the Order on the terms and conditions set forth below. An Order must be enclosed with the original case submission.

PAYMENT TERMS: By submitting an Order, you agree to purchase the products as indicated on Rx form as bonding contract from Dentist to Laboratory. Kyori Dental Lab will issue an invoice with respect to each Order, detailing the products ordered and associated fees. In addition, a monthly statement shall be issued at the end of each month.

Payment is due within fifteen (15) days of the statement date. In the event that your payment is not fully paid within fifteen (15) days of the statement date, interest at the rate of fifteen percent (15%) per month will be charged on the unpaid balance. If the client fails to pay amount due, we reserves the right to file legal action against client. In the event legal proceedings are necessary, you are responsible for all court fees, attorney's fees and any expenses incurred.

For any balance over sixty (60) days, the account will be placed on a C.O.D. status.

Prices are subject to change without notice.

RUSH FEE: If you need a case returned to your office on an expedited timeframe, a Rush Fee of an additional \$30+ per unit will apply. A case that needs to be expedited should be pre-scheduled.

PRODUCT ACCEPTANCE: You have the right to inspect all products prior to acceptance. A product is considered accepted if it is used by Customer in any way, including but not limited to, the placement of the product in a patient's mouth and/or modifications of any sort made by you or your office. Products not returned or rejected within fifteen (15) business days of receipt are deemed to be accepted.

REMAKE POLICY: Kyori Dental Lab will remanufacture any restoration that is defective or does not meet Customer's specifications. In order to request a remake, all original materials must be submitted to the Kyori Dental Lab, including, but not limited to:

1. Photographs (if any)
2. Original Impression
3. Models
4. The Restoration

Except as otherwise provided herein, all remakes shall be completed at no charge if the request is received within fifteen (15) days of delivery. However, additional charges will be incurred under the following circumstances:

- Kyori Dental Lab is not responsible for Dentist errors including, but not limited to: Prep Designs, Occlusion Issues (class of Occlusion- Bites), Impressions, Sensitivity, Cementation
- The original dental restoration was not returned.
- The bite or impression sent is different from the original.
- Teeth are re-prepped.
- Restorative materials requested are different from the original order.
- The shade is different from the original order or bleaching after the fact.
- Specific instructions were not provided on the original order.
- The lab questions the die, margin, or impression and is told to proceed as is.
- The lab has advised the quality of the order cannot be guaranteed and is informed to proceed.
- The restoration fits perfectly on the master model and solid model.

LIMITED WARRANTY: Kyori Dental Lab warrants that the products will be free from defects in material and workmanship. The following appliances and services, however, are not covered by any warranty:

- Temporary products
- Veneers
- Rush cases
- Any cases that are cemented and fail and need to be retrieved. All precious metals must be sent back to the lab for warranty (i.e. Crowns and Bridges).
- If our crown or bridge is used as a temp and a new appliances are being fabricated. There will be a charge until it is sent back to the lab for fee adjustment.
- Repairs both fixed and removable performed on work manufactured originally in another laboratory

This limited warranty is in lieu of all other warranties, express or implied. There are no implied warranties of merchantability, fitness for a particular purpose or otherwise. Before using a product, you agree that it is your responsibility to determine whether it is suitable for the intended use and you assume all risk and/or liability associated with the use of or inability to use the product.