

# ACCOUNT OPENING FORM



## CUSTOMER DETAILS

|                |        |           |
|----------------|--------|-----------|
| Name:          |        |           |
| Company Name:  |        |           |
| Address:       |        |           |
| Contact email: |        | Fax:      |
| Phone:         | State: | Zip Code: |

## DELIVERY AND PICKUP ADDRESSES

|                           |  |        |
|---------------------------|--|--------|
| Practice Name:            |  |        |
| Practice Address:         |  | Fax:   |
| Email for case questions: |  | Phone: |
| Dentist(s):               |  |        |

|                           |  |        |
|---------------------------|--|--------|
| Practice Name:            |  |        |
| Practice Address:         |  | Fax:   |
| Email for case questions: |  | Phone: |
| Dentist(s):               |  |        |

|                           |  |        |
|---------------------------|--|--------|
| Practice Name:            |  |        |
| Practice Address:         |  | Fax:   |
| Email for case questions: |  | Phone: |
| Dentist(s):               |  |        |

## BILLING CONTACT

|               |  |        |
|---------------|--|--------|
| Contact Name: |  | Fax:   |
|               |  | Phone: |

## AUTHORIZING SIGNATURE

By signing you agree to the terms and conditions set herein, are responsible for paying the accounts for the listed practices, and are authorized to do so.

|           |       |
|-----------|-------|
| Name:     |       |
| Signature | Date: |

## HOW DID YOU FIND PINDAN DENTAL LABORATORY?

## DO YOU UTILIZE ANY DIGITAL TECHNOLOGY THAT YOU WOULD LIKE TO INTEGRATE? IF YES, WHAT IS IT?:

## TERMS AND CONDITIONS

The following terms and conditions shall apply to all orders placed with Pindan Dental Laboratory LLC. All terms and conditions are subject to change at any time and will be published on our website at [www.pindandentallab.com](http://www.pindandentallab.com). Any orders or instructions received by Pindan Dental Laboratory LLC shall be construed as an acceptance of the terms and conditions for the supply of goods [and services] provided by Pindan Dental Laboratory LLC. Upon acceptance of these terms and conditions by the customer, the terms and conditions are binding and can only be amended with the written consent of Pindan Dental Laboratory LLC.

### Terms and Conditions

- These are the terms and conditions of Pindan Dental Laboratory LLC trading as Pindan Dental Laboratory.
- Pindan Dental Laboratory LLC reserves the right to add to, delete, or change these terms at any time. Any changes to our terms and conditions will be published on our website at [www.Pindandentallab.com](http://www.Pindandentallab.com).

### Case Acceptance

- Pindan Dental Laboratory LLC reserve the right to decline an order for the goods provided.
- Any instruction received from the Customer for the supply of goods or services shall constitute acceptance of these terms and conditions.
- Any restoration must be inserted by a licensed, practicing dentist.

### Price and Payment

- Prices for the goods will be stated in a price list provided by Pindan Dental Laboratory LLC to the Customer.
- Prices are subject to change without notification at the sole discretion of Pindan Dental Laboratory LLC.
- Prices quoted and are exclusive of any goods and service tax, medical device tax and any other applicable taxes.
- Invoices are due in full on the 7th of the Statement month. Statements are sent on the 1<sup>st</sup> of the calendar month.
- An overdue balance will incur interest of 1.5% per month or the maximum allowable by law.
- Pindan Dental Laboratory LLC will accept payment via credit card, direct deposit or cheque.
- All credit cards accepted. AMEX attracts a 2.5% surcharge.
- Credit card surcharges can change at any time.
- Pindan Dental Laboratory LLC reserves the right to hold case work if the Customer's account falls overdue.
- Pindan Dental Laboratory LLC may provide credit to the Customer, but reserves the right to request payment in advance.
- Credit can be withdrawn by Pindan Dental Laboratory LLC at any time.
- If accounts are not paid in full, we reserve the right to take action to recover from you any amounts due and unpaid, including interest (if applicable). You agree to indemnify Pindan Dental Laboratory LLC in full for any and all costs incurred by us in the recovery of unpaid amounts from you in respect of your account. Costs include, but are not limited to, debt collection costs, legal costs and court costs..
- Any product that has been supplied by Pindan Dental Laboratory LLC to you remains the property of Pindan Dental Laboratory LLC until the product is paid and you agree to return any product which has not been paid for in full to us if we request you to do so.

### Collection and Delivery

- Pindan Dental Laboratory LLC provides a courier service to and from our laboratory.
- Shipping fees vary by location and type of shipping service required by the Customer.
- Customer can request a quotation on the cost of shipping at the time of opening an account.
- Pindan Dental Laboratory LLC takes no responsibility for work that is damaged, delayed or lost in transit.
- The Customer takes responsibility of packaging casework for safe travel to Pindan Dental Laboratory LLC.
- The Customer takes the responsibility to ensure their premises are accessible and open for couriers to collect casework.
- Any costs arising from a collection deemed futile due to casework not being ready to travel or the premises are closed, after a collection request is made will be borne by the Customer.
- Pindan Dental Laboratory LLC will not deliver to a residential address.
- Pindan Dental Laboratory LLC will only deliver casework to the business address of the Customer.
- Pindan Dental Laboratory LLC takes responsibility for the return of case work back to the Customer.

### Turnaround Times

- Normal turnaround times for case work are between 2 and 10 in-lab days, depending on the product. This is based on the assumption that all materials and information required for successful completion is provided to Pindan Dental Laboratory LLC at the time of case submission.
- If Pindan Dental Laboratory LLC requests more information from the Customer, the Customer accepts that delays may be incurred if not answered in a timely manner.
- If Pindan Dental Laboratory LLC requests new impressions or materials from the Customer, delays will occur.
- Cases may take longer than the standard turn around time where there are technical queries from Pindan Dental Laboratory LLC technicians, potential problems to discuss, or where photographs are requested by the customer.
- Complex casework and implant cases may take longer to manufacture.
- Case work may take longer than 10 in-lab days due to factors beyond the control of Pindan Dental Laboratory LLC.

### Medical Advice

- Pindan Dental Laboratory LLC will discuss the sale, delivery and properties of the goods with the customer via email, telephone or in person.
- The Customer acknowledges that such discussions are limited to the properties and characteristics of the goods generally and do constitute any representation, recommendation, advice or warranty by Pindan Dental Laboratory LLC and that Pindan Dental Laboratory LLC does not take any responsibility for advising on the suitability of any product (including the goods) or any treatment for any patient whatsoever. Nothing transmitted in the course of such discussions shall constitute the establishment of a doctor-client-patient relationship between Pindan Dental Laboratory LLC and any other person.
- The Customer agrees and acknowledges that, aside from the warranty, Pindan Dental Laboratory LLC does not accept any responsibility or liability for loss and damage, whether arising directly or indirectly, and including indirect and consequential losses, arising out of or in connection with the manufacture, sale, delivery or use of any goods to or by the customer or any third party.
- The Customer is responsible for deciding on the suitability of the work for the patient.
- In no event shall Pindan Dental Laboratory LLC be liable to any patients of the customer for any damages resulting from any use of any restoration or otherwise.

### Warranty and Guarantee

- Pindan Dental Laboratory LLC offers a five year warranty on fixed crown and bridge restorations from date of dispatch to the Customer.
- Pindan Dental Laboratory LLC guarantees the work to be free from defects due to materials and workmanship and the appliance is guaranteed to fit the provided model and to be constructed to the specification set out by the prescription form.
- A one year warranty on removable restorations, splints and sleep devices from the date of dispatch to the Customer.
- All other appliances are warranted for a period of ninety days from the date of invoice.
- Pindan Dental Laboratory LLC will replace the product to the original specification for any defects that may occur as a result of the manufacturing process.
- Cost of shipping of repair or replacement of goods will be invoiced to the Customer if Pindan Dental Laboratory LLC determines case failure has not been caused by a defect in the manufacturing process.
- Warranty is void for removable prosthetics that are made without a try-in/setup procedure. Pindan Dental Laboratory LLC is not responsible for any additional costs or fees associated with adjustments, repairs and replacement of dental devices.
- Pindan Dental Laboratory LLC does not warrant that such devices are fit for purpose and if such disclaimer is not permitted by law, the duration of any implied warranty is limited to ninety days from date of invoice.
- If a new impression is requested by Pindan Dental Laboratory LLC, but is instructed to proceed without the new impression, the warranty shall be void. Remakes will be completed at full cost.
- The original restoration must be returned for inspection to be eligible for warranty.

### Exclusions

- The following is not covered under our warranty:
  - Cash refunds for any product.
  - Costs incurred for the removal or insertion of any product.
  - Remakes due to an accident, neglect, abuse, failure of supportive tooth structure or tissue structures, improper adjustments or poor dental hygiene.
  - Restorations partially or wholly fabricated by any other laboratory other than Pindan Dental Laboratory LLC.
- This warranty is in lieu of and supersedes all other warranties, whether expressed or implied, and may not be modified by any agent, employee or representative of Pindan Dental Laboratory LLC.

### Remakes Policy

- There will be an additional charge for semi or high noble metals used in the remake.
- If new implant componentry is required for a remake this will incur an additional charge.
- If Pindan Dental Laboratory LLC deem that the damage of the warranted case has not been caused by the manufacturing process they have the right to void the warranty.
- If an account is overdue Pindan Dental Laboratory LLC will not process the remake until the account is rectified.
- Pindan Dental Laboratory LLC reserves the right to charge of 50 – 100% of a case value for a remake based on the following factors:
  - A remake is requested after the lab deemed the provided case materials incomplete and/or unsatisfactory and customer elects to proceed with the completion of the case without making any adjustment, refuses a try-in, or does not supply the requested materials.
  - A remake is requested for and there is a change of original shade.
  - A remake is requested and there is a material change.
  - A remake is requested 30 days from the invoice date.
  - A remake is requested for immediate/surgical partials or dentures.
  - A remake is requested because the appliance fits the model, but does not fit intraorally
  - A remake is requested and the original materials or appliance are not returned.
  - The reason for the remake is not specified.

### Law

- These terms are governed by the laws in the State of Illinois. The parties consent to the exclusive jurisdiction and venue of the state and federal courts in Chicago, Illinois for all matters and actions arising under this Agreement. If any proceeding are required to enforce any provision or to remedy and breach of this Agreement, the prevailing party shall be entitled to an award of reasonable an necessary expenses of litigation, including reasonable attorney's fees and costs.