



TERMS AND CONDITIONS

By submitting this lab form to Shinelli Corporation you acknowledge and agree to the terms and conditions stated herein. A doctor is still bound by the Terms and Conditions of this order form (Agreement) whether the doctor uses Shinelli RX form, the doctor's own RX form, or any other type of order form.

Payment Terms

At Shinelli, payments for all accounts are due within 15 days of the date of the statement (payable each month). We accept Master Card, Visa, American Express, and Discover Card. Past due amounts shall accrue interest at the rate of 2% per month or the maximum allowed by law. You shall be responsible for all costs of collections including attorney fees and filing costs.

Limited Warranty and Disclaimer of Limitation of Liability

Shinelli Corporation warrants that all dental devices are made according to your specifications. Dental devices will be approved for the specific use of that device. Shinelli makes no other warranties including but, not limited to, any implied warranty of merchantability of fitness or specific purpose. Warranty coverage is only effective with the receipt of the original appliance, original models/and or impressions, and bite registration.

All Returns will be reviewed for warranty coverage upon receipt of the appliance along with the original model and/or impression:

(A) Porcelain to metal, all porcelain all metal, single-unit inlay, inlay and crown composite resin final prosthetics (excluding mutually opposing implant-supported full arch bridges), and screw-retained zirconia abutments with titanium interface up to 1 year.

(B) Composite resin bridges up to 1 year.

(C) Dentures and partials including screw retained dentures but excluding immediate dentures and partials up to 1 year if the failure is due to defects in the material or workmanship.

(D) Immediate dentures, partials, flippers, retainers, surgical and radiographic guides, and all other dental devices up to 10 days if the failure is due to defects in the material or workmanship.

You agree to pay all other costs of adjustments, repair or replacement of a device. Except where prohibited by law Shinelli 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 asserted, including warranty, contract, negligence or strict date of delivery. 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 a mandatory individual arbitration of claims under this limited warranty and in accordance with the laws of AK, AZ, CA, CO, FL, ID, MI, OR, TX and WA.

Remake Policy

You have the right to inspect the product(s) prior to acceptance provided the notice of non-acceptance or non-conformance of the product(s) shall be communicated to Shinelli within 5 business days (not to exceed 10 business days) after receipt. Shinelli shall be given the opportunity to correct the defect or to replace the product(s) within a reasonable time. *Following remake reasons will be at 50% charge from the regular fee: changed material, modified prep, and if the original product(s) are not returned.

Rush Service

within 7 business days 25% charge from the regular fee

within 5 business days 50% charge from the regular fee

within 4 business days 75% charge from the regular fee

within 3 business days 100% charge from the regular fee

within 2 business days 200% charge from the regular fee

Shipping

Products will be shipped F.O.B. Shinelli's by the common carrier unless the parties agree to other arrangements before the due date of the shipment. Shinelli bears the expense and risk of placing the product in the possession of the carrier. Thereafter, you bear the expense and risk of transporting the product to the place of destination. Shinelli shall not be responsible for any lost products or damage to the product(s) occurring during the shipment.