

Dr. _____ Patient _____

Address _____ Age _____ Sex _____

Phone _____ Due date _____

Case Instructions

Shade _____

Notes

Restorative Materials

All Ceramic

- Emax®
- Empress®
- Layered Zirconium
- Zir-Gold™ Monolithic
- Zir-Gold™ Layered

Porcelain Bonded to Metal

- Semi-precious white
- High Noble white
- Milled Titanium white
- Porcelain margin # _____

Metal Design

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- 
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- 
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Implant Restorations

Screw Retained Options

- Screw Retained Monolithic Restoration
- Screw Retained Layered Restoration

Custom Abutment Options

- Ti Abutment and Cementable Monolithic Zirgold
- Ti Abutment and Cementable Monolithic Emax
- Ti Abutment and Cementable Layered Restoration
- Zirconium Abutment and Emax Crown
- Zirconium Abutment and Layered Zirconium Crown

Cast Gold Restorations

- 56% gold
- 20% gold

Occlusion

- In occlusion
- Slightly out
- Out of occlusion

Signature _____

Date _____

Shipping* All delivery days are listed in lab working days, starting from date of case acceptance (including acceptable impressions/models, bite registration, and complete prescription information). Working days do not include the date the case is shipped, time in transit, weekends or holidays. Outbound shipments require a standard \$15 flat fee per case. Crowns: 1-3 units, 4-10 units, 11+ units
Dentures Partial:

All returns must be sent to the following address:

May Dental Arts, LLC, 515 Mae Court, Fenton, MO 63026 USA

Abbreviated terms and conditions – May Dental Arts

Please see our complete terms and conditions available at www.maydentalarts.com/termsfuse

Ordering For the best possible custom-made product, please make sure you are ordering the correct product, shade, and material. If we make an error or if your order was inaccurate, we will make every attempt to remedy the error as quickly as possible. All orders may be subject to shipping and handling charges. "Rush" orders or orders requiring special handling may be subject to additional charges.

Product Inspection We encourage you to inspect the product prior to acceptance. You accept the product if you use it in any way, including placing the product in a patient's mouth or making modifications to it. If you do not notify May Dental Arts of your rejection and do not return the product to the Lab within 10 business days after your receipt of the product, you will be deemed to have accepted it.

Limited Warranty While we believe you and your patient will be satisfied with this product, we understand that 100% satisfaction is not always possible. In such event, we are happy to repair or replace, at our discretion, any product that is defective or does not meet your specifications. This is your exclusive remedy. For all May Dental Arts restorations, our warranty obligation, with respect to an original restoration affixed to a particular tooth, is limited to one (1) time replacement for that restoration within three (3) years and covers any defects in materials or workmanship. This limited warranty is in effect from the date you receive the product and are between May Dental Arts and the doctor. There will be no handling charge for warranty work for the first 90 days of the warranty period. After the 90 days, there will be a \$25 handling fee (US dollars) plus shipping (depending on current shipping rates) on all warranty claims. This limited warranty is in lieu of all other warranties, expressed or implied and is void if the product is improperly stored or used. There are no implied warranties of merchantability, fitness for a particular purpose or otherwise. Before using this product, you agree that it is your responsibility to determine whether it is suitable for the intended use and will assume all risk and/or liability associated with use of or inability to use the product. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages so this limitation or exclusion may not apply to you.

Standard Terms And Conditions Of Sale (Order Acknowledgment/Invoice)

Acceptance Any purchase order ("order") received and accepted by may dental arts, llc ("may dental arts") shall be construed as an acceptance of may dental arts' offer to sell its products (the "goods") to the purchaser ("buyer") pursuant to following terms and conditions of sale (the "terms"), which are in lieu of any additional or different terms contained in buyer's order or other document or communication pertaining to buyer's order or the goods. Notwithstanding the foregoing, buyer's assent to the terms and conditions contained in this document shall be conclusively presumed from buyer's acceptance of all or any part of the goods or from payment by buyer for all or any part of the goods. None of these terms and conditions may be added to, modified, superceded or otherwise altered, except by a written instrument signed by an authorized executive of may dental arts. Failure of may dental arts to object to any terms or conditions which may be contained in any document or form of buyer shall not be construed as a waiver of these conditions, nor as an acceptance of any such terms and conditions.

Payment Terms All invoices and billings are payable to May Dental Arts in U.S. dollars at its office located at 515 Mae Court, Fenton, Missouri 63026. Payment is due within thirty (30) days of the date of this invoice. Interest shall accrue at a rate of 10% per year (or the maximum lawful rate) on any overdue amount. Buyer will be liable to May Dental Arts for all costs, including legal fees and expenses, for collection of all overdue accounts.

Price Prices for all Goods will be as stated in a standard price list in effect at the time May Dental Arts accepts the Order or as specified in an authorized written quotation by May Dental Arts in effect at the time of acceptance by May Dental Arts of a conforming Order. Prices published by May Dental Arts or quoted by May Dental Arts are subject to change without notice. Written quotations automatically expire 14 days from the date issued, and are subject to termination or change by notice during that period. All prices are subject to adjustment on account of changes in specifications, quantities, or other terms or conditions which are not part of the original price quotation. Prices do not include freight/handling charges and insurance charges.

Taxes Prices are exclusive of any municipal, state, federal, special or use taxes or levies imposed on the sale of the Goods. Buyer agrees to be responsible for all taxes applicable to the Goods, including any excises, levies or taxes which May Dental Arts may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Goods covered hereby, and Buyer agrees to pay the amount thereof on the same terms as it shall pay the quoted purchase price.

Warranty May Dental Arts warrants that the Goods supplied under these Terms shall substantially conform to the description stated on the invoice and shall be of good quality and workmanship. This warranty is exclusive and, except as stated herein, may dental arts makes no representation of any kind, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose. Buyer's sole remedy and may dental arts' sole obligation arising out of or in connection with defects in materials and/or workmanship, which are based on this warranty, contract, negligence, strict liability, or otherwise, are limited to the repair or replacement of the defective goods, which shall be returned to may dental arts, transportation and insurance charges prepaid by buyer. Buyer must provide notice to may dental arts of any warranty claim within thirty (30) days of receipt of the goods covered by such warranty. The failure to give such notice within thirty (30) days shall constitute a waiver by buyer of all claims in respect to such goods.

Limitation Of Liability May dental arts' liability to buyer, whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed in any case the return of the amount of the purchase price paid by buyer and under no circumstances shall may dental arts be liable for special, indirect or consequential damages. The price stated for the goods is consideration for limiting may dental

arts' liability. No action, regardless of form, arising out of the transactions under these terms may be brought by buyer more than one (1) year after the date of the invoice. Without limitation of the foregoing, in no event will may dental arts be responsible or liable for (a) penalties or penalty clauses of any description, or (b) indemnification of buyer or others for costs, damages or expenses arising out of or related to the goods.

Claims Claims by Buyer for shortages or errors in delivery must be made within five (5) days after the receipt of the Goods by Buyer. Goods are sold subject to the standard manufacturing practices of May Dental Arts' suppliers. Goods purchased on the basis of weight are subject to customary quantity variations recognized by practice in the industry.

Returns Except for Goods being returned under a warranty claim, in no event may Goods be returned to May Dental Arts unless (i) such Goods are in new, unused and merchantable condition and free from defects or damages, (ii) such Goods have been purchased from May Dental Arts within 90 days of the return date, (iii) Buyer has obtained prior written consent from May Dental Arts, and (iv) such Goods are returned to May Dental Arts with transportation and insurance charges prepaid. Buyer shall receive credit for future orders from May Dental Arts for any Goods returned.

Shipment Delivery terms are F.O.B. Fenton, MO. Buyer shall assume title and all risk of loss or damage upon delivery of the Goods by May Dental Arts to the carrier at the point of shipment. Scheduled dates of delivery are determined from the date of May Dental Arts' acceptance of any Order placed by Buyer and estimates of approximate dates of delivery, not a guaranty of a particular date of delivery.

Uncontrollable Events May Dental Arts shall not be liable for any damages caused by failure or delay in shipping the Goods described herein, if such failure or delay is due to any war, embargo, riot, fire, flood, accident, mill condition, strike or other labor difficulty, an act of Buyer, an act of a governmental authority, transportation shortage or failure, inability to obtain sufficient fuel, labor, materials or manufacturing facilities, or any other cause beyond the reasonable control of May Dental Arts.

Security Interest (optional) Shipments, deliveries and performance of work by May Dental Arts shall at all times be subject to the approval of and requirements of the credit department of May Dental Arts, including the requirement that Buyer pay part or all of the purchase price in advance. May Dental Arts retains a purchase money security interest in all Goods not paid for in full, notwithstanding that the goods have been delivered to Buyer, and Buyer hereby authorizes May Dental Arts to execute and file financing statements describing the Goods, and other document which may be requested by May Dental Arts to evidence its security interest.

Cancellation Orders accepted by May Dental Arts are subject to cancellation by Buyer only upon the express written consent of May Dental Arts and only upon terms that will fully indemnify May Dental Arts against loss. Orders for standard Goods are subject to a restocking fee of 25% if the Order is cancelled within 15 days of the scheduled shipment. Orders for custom Goods are subject to a cancellation fee of up to 100% of the Order, depending on the work and materials that have been committed to the Order as of the date that the cancellation is accepted.

Indemnification In addition to the foregoing, Buyer agrees to release, defend, indemnify and hold May Dental Arts harmless from any losses, claims, demands, liabilities, costs, expenses or judgments by Buyer, Buyer's customers, agents, employees, or invitees arising out of or incident to these Terms or any Goods provided hereunder, REGARDLESS OF WHETHER CAUSED BY THE FAULT OR NEGLIGENCE, IN ANY FORM, OF MAY DENTAL ARTS. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon May Dental Arts in connection with the defense of any such claim.

Governing Law Any agreement arising out of this transaction shall be deemed to have been made in Fenton, St. Louis County, Missouri. The parties agree that the validity, interpretation and performance of any agreement arising out of this transaction shall be governed by the laws of the State of Missouri without regard to conflicts of interest laws. Buyer and May Dental Arts hereby submit to the exclusive jurisdiction for the resolution of any disputes hereunder to the courts located in St. Louis County, Clayton, Missouri. This shall be the sole and exclusive jurisdiction and venue for the purpose of adjudication of any rights and liabilities hereunder.

Default In the case of default or breach by Buyer in the performance of any or all of the provisions of this agreement, May Dental Arts may cancel any outstanding Order from Buyer and declare all obligations immediately due and payable, and shall in addition have all remedies afforded by the Uniform Commercial Code as enacted in Missouri, and any other applicable law. Buyer shall in addition, be liable for May Dental Arts' expenses incurred in exercising any remedies available to it, including reasonable attorney's fees and legal expenses. All unpaid obligations shall bear interest at the contract rate provided under terms of payment above.

Delay If Buyer requests deferral of deliveries, May Dental Arts' agreement to defer delivery shall not excuse Buyer from its obligation to pay for the goods at the same times and in the same quantities as the original delivery schedule, including interest due pursuant to these Terms. In addition to adhering to the original payment schedule, Buyer shall pay such storage charges as May Dental Arts may assess for storing the goods awaiting delivery. If Buyer requests deferral prior to commencement of production, May Dental Arts may require progress payments in connection with expenses for materials and services incurred by May Dental Arts in anticipation of production.

Assignment Buyer shall not assign any rights or obligations under these Terms or any Order without the written consent of May Dental Arts. Any unauthorized assignment shall be null and void.

Severability Any provision or term of these Terms which is void or unenforceable shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect any other provision of these Terms.

Our Contact Information If you have questions or comments about our terms and conditions, we are here for you Monday through Friday from 8 a.m. to 5 p.m. (Central Time). Please feel free to contact our Customer Service team in any of three ways: 1. Send us an email at lab@maydentalarts.com 2. Call us at: 314-729-9966 3. Write us at: 515 Mae Ct., Fenton, MO 63026 USA Attn: Lab Customer Service

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