

Terms and Conditions

By the Dentist (the Customer) submitting this form to MindCraft Dental Creations (the Company) the dentist agrees to a contract for the sale and delivery of the specially manufactured goods mentioned herein.

1. Payment is due in full after receipt of goods. Customer agrees to pay in full the stated price of Product plus any late payment penalties plus all cost of collection including but not limited to, attorney's fee if any. Customer further agrees to pay a late penalty of 2% per month charged upon unpaid balance. Such late penalty shall commence 30 days after receipt of monthly statement. In the event that any order submitted by doctor is cancelled for any reason before shipment, Customer shall pay any loss or damage to Company.

2. Customer has the right to inspect Product prior to acceptance in a reasonable time and reasonable manner. Failure to notify and return Product within 10 business days after receipt of Product to Company shall constitute acceptance. Other forms of acceptance include but are not limited to, cementing Product in mouth or requesting a change of shade, preparation, bites or design modification of any sort.

3. Where Customer rejects nonconforming Product and such nonconformance is the fault of Customer. Customer must give Company opportunity to provide a conforming tender within a reasonable time and bear the burden of all related costs, including but not limited to the costs of Product and shipment. Where Customer rejects nonconforming Product and such nonconformance is the fault of Company, Customer must give Company opportunity to provide conforming tender within a reasonable time at the original contract price. Where the Customer rejects nonconforming product and the nonconformance is the fault of both Customer and Company or fault is difficult to determine, Customer must give Company the opportunity to provide a conforming tender within a reasonable time and the costs of remaking or replacing Product and all related shipment expenses are to be divided pro rata and Company shall determine appointment. Company shall determine whether product conforms.

4. All orders/requests for products, work, services or shipments requested by the Customer shall be made in writing pursuant to the forms made available by the Company for such purposes. The Company reserves the right to disregard any other order/requests. The Customer shall supply the Company in writing with all specifications and information reasonably required by the Company to prepare the prostheses requested by the Customer. While the Company reserves the right to request, from time to time, further specifications or information, it expressly disclaims any duty to do so and may rely entirely upon the original specifications and information provided by the Customer without any duty of investigation. The Customer shall be solely responsible for the accuracy of any such specifications or information. Further, the Customer shall be responsible to inspect the products, work, services, or shipments requested by Customer, including, without limitation, all prostheses, for proper application, fit, alignment and ultimate use. The Customer shall indemnify, defend, and hold the Company, and its principals, shareholders, directors, officers, employees, representatives, agents, successors and assigns, free and harmless from any and all claims, liabilities and damages, known and unknown, arising by reason of treatment of any patient of the undersigned or the actual application, fit, alignment or ultimate use of any prosthesis prepared by Company hereunder.

5. THE COMPANY AND THE CUSTOMER ACKNOWLEDGE THAT THE COMPANY HAS PREPARED THE SUBJECT PROSTHESIS TO THE SPECIFICATIONS OF THE CUSTOMER AND THAT THE CUSTOMER IS SOLELY RESPONSIBLE FOR SUCH SPECIFICATIONS. THE COMPANY MAKES NO OTHER WARRANTIES AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT THE COMPANY IS NOT LICENSED TO PRACTICE DENTISTRY AND DOES NOT KNOW THE PARTICULAR CIRCUMSTANCE AND APPLICATION UNDER WHICH THE PROSTHESIS IS TO BE UTILIZED, AND, THEREFORE, THE COMPANY DOES NOT AND CANNOT WARRANT THAT THE PROSTHESIS ARE FIT FOR ANY PARTICULAR PURPOSE OR THAT THE SAME IS IN ANY WAY MERCHANTABLE.

6. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT THE COMPANY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS THAT MAY BE OBTAINED BY USING THE PROSTHESIS. THE UNDERSIGNED ACKNOWLEDGES THAT IN NO EVENT WILL COMPANY BE LIABLE TO ANY PARTY, INCLUDING, BUT NOT LIMITED TO PATIENTS OF THE UNDERSIGNED, FOR ANY DAMAGES RESULTING FROM ANY USE OF THE PROSTHESIS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER CLAIMED BY THE UNDERSIGNED, ANY PATIENT OF THE UNDERSIGNED, OR ANY OTHER PARTY. IN ADDITION, THE UNDERSIGNED UNDERSTANDS THAT NO PATIENT OF THE UNDERSIGNED, OR ANY OTHER PERSON NOT A PARTY TO THIS AGREEMENT, WILL BE CONSIDERED A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND THAT NO SUCH PERSON WILL BE ABLE TO ENFORCE AGAINST THE COMPANY ANY REPRESENTATIONS OR WARRANTIES, IF ANY, MADE HEREIN OR BY THE UNDERSIGNED TO SUCH PATIENT.

7. Any controversy or claim arising out of or relating to this contract or a breach thereof shall be settled by arbitration to be held in the county in which the lab resides.

Time Schedule

(Working days do not include days item is in transit by pickup/delivery or shipping)

PFM : 10 working days

FGC : 10 working days

Implant Case* : 12 working days

Zirconia : +3 working days

* Additional time may apply if we have to order implant parts

Rush Cases

All Rush cases must be Pre-Approved!

(Working days do not include days item is in transit by pickup/delivery or shipping)

\$25 (per unit) if under 4 working days.

Remake Policy

MindCraft Dental Creations Inc. is dedicated to providing the highest level of quality and customer service within the industry. In an effort to provide the best service possible, please take a moment to review the Remake and Adjustment Policy listed below.

FOR A NO CHARGE REDO:

- Case must be returned to the lab with a new lab slip and a copy of the original lab slip, including the old model, impressions and crowns. Remakes will be charged unless the crowns are returned with the remake order.

- The word "Redo" or "Remake" must be written along with an explanation on the new lab slip to ensure that the case is manufactured accurately the next time.

A REDO WILL BE CHARGED:

- If Doctor trimmed the dies
- If Doctor re-prepped the tooth (teeth)
- If Doctor decided to proceed "under no guarantees" when the lab advised otherwise (bad impression, undercut prep, no occlusal clearance, etc.)
- If Doctor makes changes to the original prescription on the lab slip (shade change, product change, alloy type change, etc.)
- Implant Parts will be charged on any remake if the lab supplied the original parts

Note that a NO CREDIT is to be given unless discussed with MindCraft Dental Inc., which in turn will send a written approval for the credit. Certain cases will only be credited 50% of the original invoice if the credit is valid.

We Accept:   