

TERMS AND CONDITIONS

(Jan 19, 2022)

Scheduling and Shipping

We pride ourselves on offering our customers high quality restorations and personal service. To better assist you and your patients, we require adequate time to fabricate, inspect and deliver your laboratory work. Our Time Schedule is based on full working days (Monday-Friday), excluding the day of receipt and holidays. If during the process a case needs to be returned to your office, please allow at least one extra day for local and two days for non-local/shipping accounts. Our pickup and delivery within the Southern California area is between 8:00 a.m. to 5:00 p.m. For same day pickups, we must receive the request before 12 noon (limited area). A nominal shipping fee per case will be added to each GKY invoice. An additional fee will be added for each extra stage of the case including die trims, try-ins, wax ups, etc. Customer may also incur an additional cost if the shipping location is deemed to be in a residential or extended shipping area of the country by the courier service. When shipping, use our preferred shipping carrier's pre-addressed shipping labels. Failure to do so may result in higher shipping charges. Insurance per package, UPS automatically insures each package \$100.00. Upon customer's request additional insurance can be added prior to shipping (both inbound and outbound), this cost is \$0.90 per \$100.00, with a minimum charge of \$2.70 which will be added to your GKY invoice. You must notify GKY Dental Arts, Inc. in advance if you want insurance for each package. GKY Dental Arts, Inc. will not be responsible for lost packages. For all cases made on the doctor's semi-adjustable articulator, a \$20 fee will added to the invoice, to compensate for the additional weight and insurance required.

Pricing and Operating Policy

Our prices are based on normal laboratory schedules. If necessary, we can deliver cases before the specified time period but a rush charge will be applied. Call to make prior arrangements. Bisque Try-In cases are billed as complete. Removable cases are billed in stages as work is completed. Prices are subject to change without notice.

The due date given on the lab prescription must be at least one day prior to the patient's chair time.

Billing and Statements

Visa and MasterCard's are the only credit cards accepted. To facilitate easy payment conditions, your account will be billed by a monthly statement. The Statement Balance is due by the end of the subsequent month from the statement date. If not paid by such time, the balance is considered past due and will be subject to a 2% service charge. This charge will be applied monthly until the overdue balance is paid. Accounts that are 60 days delinquent will receive cases C.O.D. A \$15 fee will be applied per C.O.D. case. Should third party collection and/or litigation become necessary to collect balances owed, the customer will be responsible for all collection costs, court costs and attorney's fees. A return check fee will be \$25. These terms are based on services and products rendered and not contingent on the delivery/seating of product ordered.

Discontinuance of Services and Products

Should any unexpected contingencies occur resulting in the need to discontinue the completion of services or products, you will be responsible for any charges of services rendered and completed work as of the time of notification to GKY.

Satisfaction Guarantee and Warranty Policy

Within 45 days of receipt, if you or your patient is not satisfied with your finished restoration or prosthesis, GKY will repair, adjust or remake any product in accordance with our warranty policy. After 45 days, doctor accepts product as correct and complete. Charges will be applied if the original prescription is altered or our requests for new models and/or impressions on the original case were denied. Charges will also apply for spotting dies and opposing, re-prepping due to receding gingival tissue, if the doctor trims the die or when instructed to "do the best you can", and a remake is necessary. In the event of an ill-fitting restoration or if you request a product be remade; the original impressions, models and restoration must be returned in order to identify where the problem occurred and determine if full, partial, or no charge applies. If a second remake is necessary, there will be a full charge. By cementing or permanently seating the completed restoration, doctor accepts product as correct and complete. Monetary compensation for doctor, patient or chair time will not be given under any circumstance.

Limited Warranty/Limitation of Liability:

GKY warrants that all dental devices are made according to your specifications. Subject to return and inspection of device that is placed and then fails, the lab will repair or replace the device without charge for the cost of materials or workmanship, at the lab's discretion, as follows: **Category 1**-Five years; **Category 2**-One year; **Category 3**-No warranty. Incidental or consequential damages, including lost wages, inconvenience or chair time will not be compensated.

Category 1; Porcelain to metal, Zirconia (Crowns & Bridges), e.max (Crowns & Bridges), full metal restorations.

Category 2; e.max (veneers, inlay, onlay), Empress (all types), Feldspathic (all types), Composites, Removable devices (if failure is due to defects in material and workmanship), Veneers, Night Guards and all other products not listed in Category 1, 2 or 3.

Category 3; Maryland Bridges (All types), Indirect composite-resin bridges, Provisionals, Repairs on non-GKY Removable products.

Incidental or consequential damages, including lost wages, inconvenience or chair time will not be compensated.

GKY will proceed with my lab work without a dentist signature on any paper prescriptions submitted.