



707 Sunshine Way
Greensboro, NC 27409
336.812.8707
800.318.6684
Fax: 336.812.9656

Rx Date _____

TDS Use Only

Today's Date _____

Pan # _____

Case# _____

Dr _____

Address _____

Phone _____

Patient _____

Age _____ Sex _____

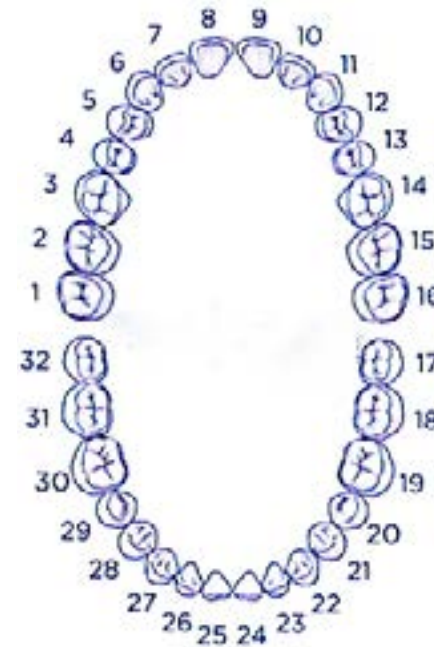
Due Date by 5pm: _____

Try-In Date _____

Finish Date _____



*All Restorations
Made in the USA*



Maxillary
Mandibular

Shade _____

Mould _____

Notes:

Removable Restorations

Partials

- Acrylic Partial with Wrought Wire Clasp
- Acrylic Partial with Embedded Framework
- Cast Partial
- Flexible Partial
- Flexible Partial with Cast Frame
- Flipper
- Nesbit Partial

Dentures

- Full Denture
- Immediate

Acrylic Options

- Press Pack
- Ivobase
- Ethnic Acrylic

Removable Extras

- Custom Tray
- Bite Rim
- Bleaching Tray
- Essix Splint Retainer

Nightguards

- Hard Acrylic/Clearsplint®
- Hard/Soft

Repairs/Relines

- Repair
- Hard Reline
- Soft Reline
- Silicone Comfort Liner
- Rebase

Doctor Signature

License #

Customer agrees to terms and conditions as stated on the reverse side hereof including those provisions dealing with limitation of liability and disclaimers of warranties.

CUSTOMER AGREEMENT

This Customer Agreement ("Agreement") is made as of the date set forth on the reverse hereof, by and between TRIAD DENTAL STUDIO, INC., a North Carolina Corporation ("Company") and the customer set forth on the reverse hereof ("Customer"). The Company and the Customer do hereby agree as follows:

1. **Payment Terms.** Full payment, as set forth on the Company's current fee schedule (which is subject to change from time to time without prior notice) for all products, work, services or shipments requested by the Customer pursuant to each order placed by the Customer shall be due within 30 days of the statement date (i.e., on a Net 30 basis), regardless of when actually received by Customer. All remaining, unpaid balances existing past such date shall be considered past due. By signing this Agreement, Customer authorizes Company to obtain and report credit information on Customer.

1.1. **Past Due Amounts.** All past due balances of Customer shall incur and bear, and the Customer agrees to pay, a monthly late charge equal to one and one-half percent (1.5%) (or the maximum rate allowed by applicable law if such amount shall at any time exceed to maximum rate allowed by law) of any past due balance per month (or portion thereof) from and after the date as reflected on Customer's initial monthly statement for any applicable invoice until the unpaid past due balance is paid in full. No late charges shall accrue however during the first thirty (30) days for any individual invoice as reflected on Customer's monthly statement (net 30 days). Unless elected otherwise by the Company, any promotional discounts will be void if the invoice total as reflected on the monthly statement is not paid when due; and any and all future shipments to the Customer may at Company's sole discretion be provided on a C.O.D. basis only, as to the entire outstanding balance, until the Customer's entire outstanding balance is paid in full.

1.2. **Payment Processing.** All payments made by the Customer while a past due balance exists shall be applied first to late charges and second to past due balances before being applied to current balances, unless elected otherwise by the Company.

2. **Delivery Terms and Conditions.** The Company shall use its best reasonable commercial efforts to prepare all products, work, services or shipments requested by the Customer in a timely fashion. However, the Company cannot and does not represent or warrant that the same may be prepared by any particular date. The Customer may not claim any offset or reduction in price for any alleged late delivery, discrepancies, shortages, claims, or incorrect shipments.

3. **Method of Shipment.** The Company shall, unless specified otherwise in writing by Customer, determine the method of shipping or transport. Customer shall be responsible for all shipping and transport costs, including, but not limited to, the payment and maintenance of any shipping or transport insurance. Customer shall bear all risk of loss or damage during shipping or transport.

4. **Customer Orders.** All orders/requests for products, work, services or shipments requested by the Customer shall be made in writing pursuant to the prescription forms made available by Company for such purposes. The Company reserves the right to disregard any other orders/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.

5. **Errors, Omissions or Mistakes.** Any and all discrepancies, shortages, claims, or incorrect shipments must be reported immediately to the Company by the Customer, and in no event later than ten (10) calendar days from the date of receipt. All notifications shall be made in writing and delivered to Company, provided, however, that Customer may notify Company orally, by telephone or otherwise, so long as it also contemporaneously prepares and delivers to Company a written record of such notification, and such oral notification shall be deemed effective as of the date made. Unless notification is made and delivered as set forth above, Customer shall be deemed to have inspected and accepted all products, work, services, or shipments of or by Company. The Company shall reasonably cure any

discrepancies, shortages, claims, or incorrect shipments for which it may be responsible only if notified as set forth above. Discrepancies, shortages, claims, or incorrect shipments shall be handled as follows:

5.1. **Company Errors.** Errors, omissions, or mistakes made by the Company and timely reported to Company in the manner described above shall be corrected by Company at its own expense. Customer shall request a return authorization from Company which Company shall reasonably provide. The Company will not remake or otherwise remedy any prosthesis unless and until proper return authorization has been requested and provided. Upon obtaining a return authorization, the Customer shall promptly return any prosthesis in question, clearly and conspicuously identifying the same pursuant to the return authorization, or as otherwise directed by the Company. Customer's sole and exclusive remedy and Company's sole liability for any error, omission, mistake, or breach of this Agreement or other claim arising out of the products, work, services or shipments hereunder shall be for the Company, at its option, to either remake or repair any prosthesis in question or give credit to Customer, in the invoice amount, for the prostheses in question returned to Company as set forth above.

5.2. **Customer Errors.** Errors, omissions or mistakes made by Customer may be corrected by the Company in its sole discretion; and, depending upon the nature of the case, at the expense of the Customer, provided, however, that it is the policy of the Company not to profit from the mistake of the Customer. Customer acknowledges and agrees that Customer shall be responsible for making and providing to Company accurate patient impressions and/or molds for purposes of manufacturing patient's prostheses.

6. **Limited Warranty.** Company guarantees to Customer that the product delivered to Customer pursuant to this specific Agreement shall be free from manufacturer's defects in materials and craftsmanship (hereafter a "defect") for a period of three (3) years from the date of original invoice. Provided the applicable defect is reported to Company within the three (3) year limited warranty period, Company will, as Customer's sole remedy, either repair or remake the original prescribed prosthesis at no cost to Customer. Company shall not however be responsible for any charges Customer's patients incur with Customer. Notwithstanding the foregoing, should a defect be discovered and timely reported to Company within the 4th or 5th year from the original invoice date, Company will, as Customer's sole remedy, either repair or remake the original prescribed prosthesis at the price equal to fifty percent (50%) of the then current price of such prosthesis. Should Customer's patient elect a replacement product of greater price with respect to any valid warranty claim, Customer shall be obligated to pay Company the difference in price over (i) the original invoice amount to Customer for any warranty claim within the first three (3) years or (ii) the amount equal to fifty percent (50%) of the then current price of such prosthesis for any warranty claim in the 4th or 5th year. This limited warranty is only made only to the original Customer set forth on the reverse side hereof. Company may at its discretion require any amount due from Customer, if any, for satisfying a valid warranty claim be paid C.O.D. at the time of delivery.

7. **DISCLAIMER OF WARRANTIES.** THE COMPANY AND THE CUSTOMER ACKNOWLEDGE THAT THE COMPANY HAS PREPARED THE SUBJECT PROSTHESES TO THE SPECIFICATIONS OF THE CUSTOMER AND THAT THE CUSTOMER IS SOLELY RESPONSIBLE FOR SUCH SPECIFICATIONS. EXCEPT FOR COMPANY'S LIMITED WARRANTY AS SET FORTH ABOVE, THE COMPANY MAKES NO OTHER WARRANTIES AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED. IN NO EVENT SHALL COMPANY'S OBLIGATION OR LIABILITY FOR BREACH OF WARRANTY, IF ANY, OR ANY CLAIM RELATED TO THE PRODUCTS, WORK, SERVICES OR SHIPMENTS HEREUNDER EXCEED THE PRICE OF THE PROSTHESIS. CUSTOMER ACKNOWLEDGES THAT THE COMPANY IS NOT LICENSED TO PRACTICE DENTISTRY AND DOES NOT KNOW THE PARTICULAR CIRCUMSTANCE AND APPLICATION UNDER WHICH THE PROSTHESES ARE TO BE UTILIZED, AND, THEREFORE, THE COMPANY DOES NOT AND CANNOT WARRANT THAT THE PROSTHESES ARE FIT FOR ANY PARTICULAR PURPOSE OR THAT THE SAME IS IN ANY WAY MERCHANTABILITY. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **LIMITATION OF LIABILITY.** THE CUSTOMER FURTHER ACKNOWLEDGES THAT THE COMPANY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS THAT MAY BE OBTAINED BY USING THE PROSTHESES. FURTHERMORE, CUSTOMER AGREES THAT COMPANY SHALL BE RELEASED FROM ANY AND ALL LIABILITY ASSOCIATED WITH COMPONENT PARTS SUPPLIED BY CUSTOMER FOR MANUFACTURE OF ANY PROSTHESES INCLUDING ANY ADDITIONAL COMPONENT PARTS COMPANY MUST ORDER TO BE COMPATIBLE WITH CUSTOMER SUPPLIED COMPO-

NENTS. THE CUSTOMER ACKNOWLEDGES THAT IN NO EVENT WILL THE COMPANY BE LIABLE TO ANY PARTY, INCLUDING, BUT NOT LIMITED TO PATIENTS OF THE CUSTOMER, FOR ANY DAMAGES RESULTING FROM ANY USE OF THE PROSTHESES OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER CLAIMED BY THE CUSTOMER, ANY PATIENT OF THE CUSTOMER, OR ANY OTHER PARTY. IN ADDITION, THE CUSTOMER UNDERSTANDS THAT NO PATIENT OF THE CUSTOMER, 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 CUSTOMER TO SUCH PATIENT.

9. **Indemnification.** To the fullest extent permitted by law, the Customer shall defend, indemnify 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, and costs and expenses (including reasonable attorney's fees), arising directly or indirectly from either the Company's performance pursuant to the Customer's orders/requests for products, work, services, or shipments, or otherwise by reason of the Customer's treatment of any patient or the actual application, fit, alignment or ultimate use of any prostheses prepared by Company hereunder, except as to claims arising from the Company's intentional misconduct or gross negligence. With the prior approval of the Customer, which approval shall not be unreasonably withheld, the Company and its principals, shareholders, directors, officers, employees, representatives, agents, successors and assigns may retain its/their own counsel to defend it/them in such action in which case the Customer shall pay for the reasonable costs and expenses of such counsel.

10. **Entire Agreement/Non-Waiver.** This Agreement shall be read in conjunction with and fully incorporated within and as part of any applicable prescription / order form for products and services requested by Customer from Company which is accepted by Company on or after the date of this Agreement from time to time (including name, description of products, work, services, or shipments, etc.) all of which together shall constitute the entire agreement between Customer and Company hereto pertaining to the subject matter contained therein and shall supersede all prior, and contemporaneous agreements, representations and understandings of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No

waiver shall be binding unless executed in writing by the party making the waiver. This Agreement may be signed in one or more counterparts and delivered by facsimile or electronic mail, all of which together shall constitute one Agreement.

11. **Severable Provisions.** Should any provision or portion of this Agreement be held or otherwise become unenforceable or invalid for any reason, the remaining provisions and portions of this Agreement shall be unaffacted by such unenforceability or invalidity.

12. **Binding Effect.** This Agreement shall be binding on, and shall inure to the benefit of Customer and Company and their respective heirs, legal representatives, successors and assigns. By signing on the reverse hereof, Customer's representative represents and warrants that he/she is duly authorized to execute and deliver this Agreement. Company agrees to be bound by the terms herein upon acceptance of Customer's order. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, except as set forth herein, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-persons to any party to this Agreement, except as set forth herein, nor shall any provision give any third person any right of subrogation or action over against any party to this Agreement, except as set forth herein.

13. **Applicable Law, Venue, Jurisdiction and Service of Process.** Customer agrees that North Carolina law shall apply to this Agreement and any dispute between Customer and Company. Customer agrees that any legal action or proceeding relating to this Agreement shall be instituted solely in the state or federal courts sitting in Guilford County, North Carolina. Customer submits to the jurisdiction of each such court in any such action or proceeding. Customer also consents to the service of process upon Customer in any such legal action or proceeding by means of U.S. certified mail, return receipt requested, addressed to Customer at the address set forth on the reverse side, or such other address as Customer may from time to time specifically designate in writing to Company for service of process. CUSTOMER ALSO WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY APPLICABLE LAW. Notwithstanding the foregoing, Customer agrees that nothing herein shall affect the right of Company to effect service of process in any other manner permitted by applicable law or shall limit Company's right to sue in any other jurisdiction. Company may bring as a single action for collection any number of Customer's past due balances.

TDS Use Only

FM4-451-000-000

Disinfected By: _____

Impression: _____

Model: _____

Bite: _____

Articulator: _____

Shade Tab: _____

Photograph: _____

Partial: _____

Die: _____

Crown/Bridge: _____

Other: _____