



## LICENSE VERIFICATION FORM

We are required to have the license number of the prescribing dentist on file or included on every prescription submitted to the laboratory. By completing this form, you verify that all prescriptions submitted to the lab have been completed/authorized by the prescribing dentist, and that you agree to the terms & conditions.

PRESCRIBING DENTIST NAME:

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LICENSE NUMBER:

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STATE:

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NPI:

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SIGNATURE:

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# TERMS & CONDITIONS

By submitting an order form ("Agreement") to Esthetics by Design, LLC dental laboratory ("EBD") you agree to the terms and conditions herein applicable to the sale and delivery of the specifically manufactured goods described herein (collectively, the "Product"). The following terms and conditions may not be added to, modified, superseded, waived, or altered except by a written instrument signed by you and an authorized officer of EBD. Any terms contained or referenced on any purchase order or document you submit to EBD at any time, whether contradictory to the terms appearing in this Agreement or otherwise, are rejected by EBD.

1. Payment of the stated invoice price is due in full upon receipt of the Product. Past due amounts shall accrue interest at greater of 2% per month or the maximum allowed by law. You are responsible for all costs of collection, including without limitation, all attorney's fees and costs. If any order you submit is canceled for any reason before shipment, you will pay EBD's costs incurred in connection with the canceled order, and you will reimburse EBD for any loss or damage.
2. You have the right to inspect the product prior to acceptance. However, your failure to reasonably notify and return the Product to EBD within ten (10) days after receipt shall constitute acceptance. Other forms of acceptance include, but are not limited to, installing the Product in a patient's mouth or requesting a change of shade, preparation, bite, or design modification of any sort to the Product.
3. If you reject a Product due to a defect in workmanship or materials and such a defect is: (a) due to an error on your part, the result of a specific request made by you, written approval of an acknowledge compromised result due to lack of or incomplete information sent by you to the lab, or as a result of damage during delivery due to carrier issues, EBD may provide a replacement Product within a reasonable time and you shall pay all related costs, including but not limited to the costs of the replacement product and shipping, (b) EBD's fault, you must give EBD a reasonable time and opportunity to provide a replacement Product or make changes to the Product to meet the specifications given in the initial prescription/order, at EBD's cost, and (c) both your fault and EBD's fault or fault is difficult to determine, you must give EBD the opportunity to provide a replacement Product within a reasonable time and the direct costs of remaking or replacing the Product and all related shipping expenses shall be shared, and EBD will determine your portion of the costs. You will deliver to EBD all allegedly defective Products pursuant to Paragraph numbered 5 below, and EBD will determine whether a Product is defective in its sole and absolute discretion.
4. You acknowledge and agree that it is customary in the aesthetic dental industry for the Product to be adjusted and/or modified by a dental laboratory on more than one separate occasion. You further acknowledge and agree to give EBD a reasonable time and opportunity to make changes to the Product to meet the specifications described/ submitted in your initial prescription/order. Should EBD fail to provide a satisfactory Product within a reasonable time, your sole and exclusive remedy is limited to (a) the return of the Product and return from EBD the amount paid for the product, or (b) EBD's replacement of the product.
5. If you request the restoration, repair, or replacement of the Product, you will submit all original Products including but not limited to the original impression, models, and restoration(s) to EBD. You acknowledge and agree that EBD must have the original Product to assess possible restoration, replacement, or repair options. You shall pay EBD for services at its applicable rates for restoration, repair, or replacement if you request changes to the Product that were not included or specified in your initial prescription/order.
6. You must thoroughly and carefully clean all blood and saliva from all materials used in the mouth including but not limited to the Product before sending to EBD, and you must also disinfect all of these items after they are returned to you by EBD before you place them in your patient's mouth.
7. **DISCLAIMER AND LIMITATION OF LIABILITY.** EXCEPT FOR THE TERMS IN THIS AGREEMENT AND EXCEPT AS OTHERWISE PROVIDED FOR IN WRITING BY EBD WITH RESPECT TO A SPECIFIC EBD PRODUCT, ALL PRODUCTS ARE PROVIDED "AS-IS" AND EBD MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCTS. EBD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, OR OTHERWISE, EBD SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY AMOUNTS IN EXCESS OF THE ORIGINAL CONTRACT PRICE FOR THE PRODUCT, OR (B) ANY INCIDENT, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR ANY LOST REVENUE OR COSTS TO YOU AND YOUR PATIENTS MAY INCUR IN CONNECTION WITH THE PRODUCT, INCLUDING WITHOUT LIMITATION, YOUR COSTS OR YOUR PATIENT'S COSTS IN CONNECTION WITH YOUR SERVICES TO INSTALL, INSERT, REPAIR, OR REPLACE THE PRODUCT.
8. You will indemnify, defend, and hold EBD and its officers, directors, employees, and shareholders harmless from and against any and all claims liabilities, damages, debts, settlements, costs, attorney's fees, and costs of any kind or nature relating to or arising from your negligence or intentional misconduct.
9. Product will be shipped FOB EBD's facility by common carrier unless otherwise both parties agreed to other arrangements before the date of shipment. EBD 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. EBD is not responsible for any lost Products or damage to Products occurring during the shipment.
10. Except with respect to injunctive relief, which may be brought in a court of competent jurisdiction, any controversy or claim arising out of or relating to this Agreement, or the breach shall be settled by binding arbitration. The arbitration shall be held in Irvine, CA before a single arbitrator having experience with and knowledge of dental technology and the dental business selected in accordance with such rules and regulations unless specifically modified herein. The arbitrator decision shall set forth a reasoned basis in writing for any award of damages or findings of liability including factual findings and the legal reasoning upon which the decision is based. The arbitrator shall not have the power to multiply actual damages or award punitive damages or any other damages that are specifically excluded under this Agreement, and each party herein irrevocably waives any claim to such damages. The parties shall have all rights or depositions and discovery provided in Section 1283.05 of the California Code of Civil Procedure. This Agreement shall be governed by laws of the United States of America, and, the laws of the State of California, exclusive of its conflicts and principals. The arbitrator shall apply California substantive law and California Evidence Code to the proceeding. This language of the arbitration shall be in English. The arbitrator shall have the power to grant legal and equitable remedies including provisional remedies and award compensatory damages provided by the law, but the arbitrator may not order relief in excess of what a court could order. The arbitrator shall not have the power to commit errors of law or legal reasoning or to make findings of fact except upon sufficiency of the evidence any award that contains errors of law may be corrected or vacated as provided by applicable law. The parties covenant and agree that they will participate in the arbitration in good faith that they will share equally the fees and expenses of JAMS. The arbitrator shall assess costs and expenses (including attorneys and experts fees and expenses of the prevailing party) against the non-prevailing party to a proceeding. Any party unsuccessfully refusing to comply with an order of the arbitrator shall be liable for costs and expensed, including attorneys' fees, incurred by the other party in enforcing the award. The arbitrator's decision shall be enforced in any court competent jurisdiction. Nothing in this provision shall limit or affect in any way any legal proceedings between the parties to this Agreement that has commence or remains pending prior to the formation of this agreement.
11. If any provisions of this Agreement is held invalid, unenforceable or void by a court of competent jurisdiction, such circumstances shall not affect the validity of any of the provisions of this Agreement, but this Agreement shall be reformed and continued as if such invalid, inoperative or unenforceable provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
12. In addition to any excuse provided by applicable law, EBD shall be excused from its obligations to perform hereunder in the event of circumstances beyond its reasonable control, whether or not foreseeable, including but not limited to labor disturbance, war, terrorism, fire, accident, inability to obtain materials, government act or regulation, and any other causes or events beyond EBD's reasonable control, whether or not similar to those enumerated above.
13. A doctor is still bound by the Terms and Conditions of all order/prescription forms (Agreement) whether the doctor uses EBD's prescription form, the doctor's own prescription form, or any other type of form including those submitted electronically or through the EBD portal.

