

**Profile Information**

Client Information	
Name:	_____
Mailing Address:	_____
	Street _____ Suite # _____
	City _____ State _____ Zip Code _____
Phone Number:	_____
	(Area Code) _____ Number _____
Mobile Number:	_____
	(Area Code) _____ Number _____
E-Mail:	_____

Practice Information	
Practice Legal Name:	_____
Tax ID _____	Number of Years in Business: _____
State of Incorporation: _____	Entity Type: Corp, LLC, DBA, Etc _____
Practice Mailing Address:	_____
	Street _____ Suite # _____
	City _____ State _____ Zip Code _____
Practice Phone Number:	_____
	(Area Code) _____ Number _____
Practice Fax Number:	_____
	(Area Code) _____ Number _____

**Terms and Conditions**

The following terms and conditions shall apply to all orders placed with ALAI Dental Laboratory, LLC ("ALAI") by Client:

1. **Credit Policy.** Initial credit is limited to \$2,500, until credit is established. Credit can be established in ALAI'S sole discretion through the use of ALAI'S New Account Form or the Client's history with ALAI. Any established credit may be revoked if is past due.

2. **Payment Terms.** Client will receive an invoice with every case delivered detailing the products and associated fees incurred. In addition, Client will receive a monthly statement listing all outstanding invoices. All outstanding fees are due within 10 days of the statement date. A finance charge will be assessed to any past due account of 2% per month, or if such finance charge violates any applicable laws, the maximum amount permitted by law. Any accounts not paid within 25 days of the statement date may be put on hold (and/or converted to a C.O.D. basis) and may be sent to collections. Client shall pay all costs of collection, including without limitation, collection agency and attorneys' fees, incurred by ALAI. Payments may be made by check, ACH or credit card. A fee of \$50.00 may be charged for all returned checks. All payments made by (or credits or discounts granted to) Client 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 ALAI.

3. **Payment Terms for Fixed Hybrid Surgical Type Cases.** An initial deposit of \$1500.00 per arch will be required to begin the case and will be applied to the balance at the completion of the case. The deposit shall be paid on or before the start of the case. The case (per arch) will then be billed in 3 phases: Phase 1 shall consist of but is not limited to; pre planning, fabrication of conversion denture and guides as needed. Phase 1 can be split up between the restorative doctor and the surgeon. If split up, the surgeon will be responsible for the chairside assistance fee and the restorative doctor the balance. Phase 2 shall consist of but is not limited to; Immediate load and final surgical package, bite rim, verification jigs, set ups. Phase 3 shall consist of but is not limited to; Immediate load and final surgical package, prototypes, bar, set up, process and finish. All fees are due on or before the completion of each phase.

4. **CASE QUESTION PROTOCOL:** ALAI believes the better the communication between doctor and laboratory, the better the outcome of the case. If we have case questions, we will first email you at the address we have on file. It is your responsibility to check the email address provided in order to expedite production on cases where additional clarification is needed. Otherwise, the case in question could possibly go on hold status. Please be aware the delivery date could be affected if the email is not replied to in a timely manner.

Please provide your email address for our case question protocol: \_\_\_\_\_

5. **Warranty.**

**What is Covered.** Subject to the terms and conditions set forth below, ALAI offers a five-year warranty on fixed restorations as follows: work is guaranteed to be free of defects due to materials and workmanship and the appliance is guaranteed to fit the provided model and to be constructed to the design requested on the prescription form. The warranty runs from date a restoration request is received by ALAI.

**Exclusions.** The following shall not be covered by ALAI'S warranty: (i) cash refunds for custom-made restorations; (ii) costs incurred for removal or insertion; (iii) repairs resulting from accident, neglect, abuse, failure of supportive tooth structure or tissue structures, improper adjustments or dental hygiene; or (iv) restorations partially fabricated or completely fabricated by any lab other than ALAI.

**How the Warranty Works.** If during the applicable warranty period Client experiences any problems with its restoration that are covered by the warranty as described herein, then Client may elect to receive as follows: (i) Credit – within 30 days of request by Client, a credit will be issued and applied to Client's account; or (ii) Remake/Repair during the warranty period, ALAI will remake or repair the restoration (provided that if Client elects to change the materials for such restoration, the original cost of the restoration will be credited and the new costs invoiced).

**Conditions.** In order for Client to receive the benefits of the warranty, Client agrees as follows: (i) Client must provide ALAI with proof-of-purchase, including an invoice and patient name; (ii) the original dental restoration (including any damaged pieces, model work) must be returned; (iii) the restoration must be inserted by a licensed, practicing dentist; and (iv) if ALAI requests a new impression, but is instructed by Client to proceed without the new impression, the warranty shall be null and void and any further remakes will be completed at full cost.

6. **Disclaimer; Limitation.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALAI MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ALAI BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, INCONVENIENCE, LOST CHAIR TIME, COSTS INCURRED WHEN REMOVING OR INSERTING RESTORATIONS, LOST WAGES, PAIN AND SUFFERING, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED BY ALAI HEREUNDER.

7. **Client Responsibility; No Liability to Patients.** Client shall supply ALAI in writing with all specifications and information reasonably required by ALAI to prepare the restoration requested by Client. While ALAI reserves the right to request further specifications or information, it expressly disclaims any duty to do so and may rely entirely upon the original specifications and information provided by Client without any duty of investigation. Client shall be solely responsible for the accuracy of any such specifications or information. Client shall indemnify, defend and hold ALAI and its officers, shareholders and directors, harmless from any and all claims, liabilities and damages arising by reason of treatment of any of Client's patients or the actual application, fit, alignment or ultimate use of any restoration prepared by ALAI hereunder. IN NO EVENT SHALL ALAI BE LIABLE TO ANY PATIENTS OF CLIENT FOR ANY DAMAGES RESULTING FROM ANY USE OF ANY RESTORATION OR OTHERWISE.

8. **Choice of Law; Venue; Attorneys' Fees.** This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts in Palm Beach County, Florida for all matters and actions arising under this Agreement. If any proceedings are required to enforce any provision or to remedy any breach of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees and costs.

I have read and accept ALAI's Terms and Conditions

- \_\_\_\_\_ I would like to pay by check
- \_\_\_\_\_ I would like to pay by ACH (must complete ACH Form included with this document).
- \_\_\_\_\_ I would like to pay by credit card (must complete Credit Card Pre-Authorization Form included with this document)

ALAI reserves the right to revise these terms and conditions at any time and to refuse service for any reason.

_____	_____	_____	_____
Name	Signature	Title	Date