

# RX FOR CLEAR ALIGNER DESIGN



Doctor: \_\_\_\_\_

Doctor Email: \_\_\_\_\_  
(for design approval)

Patient: \_\_\_\_\_

## TREATMENT SPECIFICATIONS

TREATMENT  Upper Esthetic Treatment  
 Lower Esthetic Treatment

ALLOW INCISOR  Yes, tooth # \_\_\_\_\_

EXTRACTIONS  Yes, tooth # \_\_\_\_\_  
 No

ANKYLOSIS/IMPLANT  Yes, tooth # \_\_\_\_\_  
 No

### MIDLINE (mark only if needed)

Maintain:  Yes  
 No

Move:  Upper  Left  Right  
 Lower  Left  Right

### ANTERIOR POSTERIOR RELATION

Maintain:  Yes  
 No Move:  Right  Left

Improve Canine Relationship Only:  Right  Left

### CROWDING

Upper	<input type="radio"/> As Needed	<input type="radio"/> Primarily	<input type="radio"/> No	Lower	<input type="radio"/> As Needed	<input type="radio"/> Primarily	<input type="radio"/> No
Expansion	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Expansion	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
IPR	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	IPR	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

### OVERJET & OVERBITE

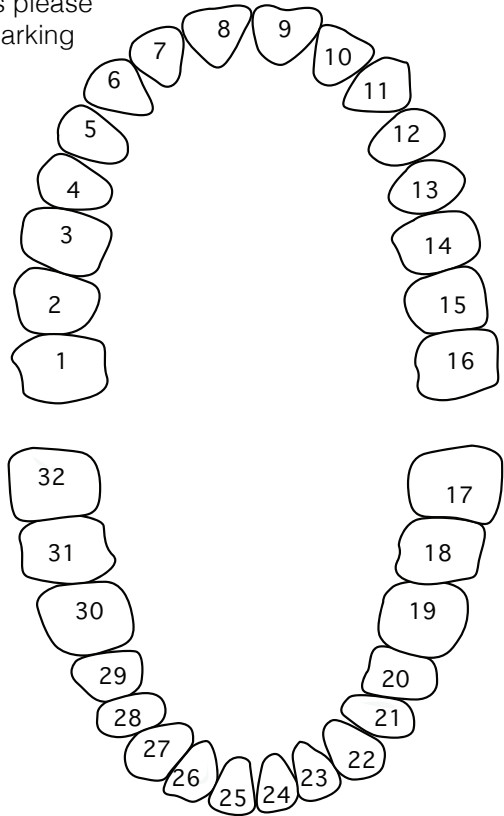
		Overjet	Overbite
Maintain	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Improve	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

### TOOTH SIZE DISCREPANCY

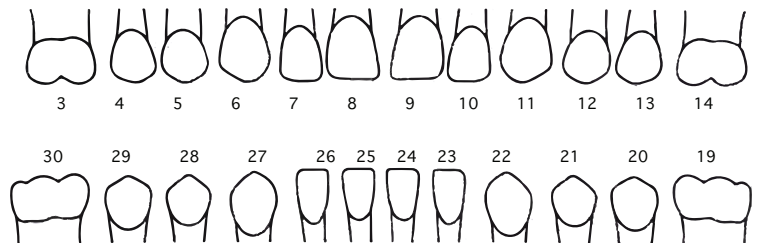
IPT in Opposite Arch

Leave Spaces Open  Distal to Laterals  
 Distal to Canines

If Patient has any fixed bridges please specify by marking in red



Mark Where Attachments are Excluded:



COMMENTS, FURTHER SPECIFICATIONS:

## Golden Ceramic Dental Lab LLC ("GCDL") Terms of Sale

These Terms of Sale (these "Terms") are hereby incorporated in any and all oral or written contracts, obligations, understandings, commitments, leases, purchase orders, bids or other agreements, arrangements and/or transactions between or among you and GCDL, including, without limitation, in connection with any products or services purchased by you as of or subsequent to the date hereof.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS SHALL BE REQUIRED TO CONSUMMATE THE SALE OF ANY PRODUCTS OR SERVICES AND THAT NO OTHER INVOICE AND PURCHASER ORDER FROM YOU SHALL BE ACCEPTABLE OR EFFECTUATE THE SALE OF ANY OF GCDL'S PRODUCT OR SERVICES. ANY VARIATION FROM THESE TERMS CONTAINED IN YOUR ACCEPTANCE OF THE PURCHASED PRODUCTS OR SERVICES OR ANY INVOICE OR PURCHASE ORDER PREPARED BY YOU ARE HEREBY REJECTED AND SHALL HAVE NO EFFECT AND NOT BE BINDING ON GCDL BY PLACING AN ORDER FOR OUR PRODUCTS OR SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS.

**1. GCDL Service Warranty.** GCDL offers the following limited warranty on the services it provides:

- 2 year warranty on all fixed restoration.
- 6 month warranty on all removable relines.
- 1 year warranty for removable repairs due to breakage.
- 3 month warranty for orthodontics.
- 24/7 online case entering, case tracking, and statement review in the LabStar system. The LabStar system also allows you to communicate with technicians and office staff.
- Individual office performance reporting available at all times.
- The warranties granted herein do not apply to any damage caused by your negligence or willful misconduct.
- To be eligible for the warranties granted herein, you must not be in default of these Terms of Sale and must have otherwise timely paid all amounts due to GCDL.
- EXCEPT FOR THOSE WARRANTIES SPECIFICALLY AGREED TO BY GCDL AND DELIVERED TO YOU, GCDL EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. NO AFFIRMATION OF GCDL, BY WORDS OR ACTIONS, OTHER THAN AS SET FORTH IN THIS SECTION SHALL CONSTITUTE A WARRANTY.

**2. Case Delivery/Return Dates**

- We have an 8-10 estimated business day turnaround from the day we receive the case, excluding transit time. We do not guarantee delivery dates or times.
- Rush cases are based on availability. A rush fee in an amount to be determined by GCDL may be added onto each restoration (per crown) for a 5 business day and under turnaround time, excluding transit times.
- All posted or verbal return dates are estimated times for delivery. Each item we manufacture is custom, and the restorations are not released until the item passes quality control. An item may be held additional time for touch ups, further quality control, etc.

**3. Remakes**

- We stand behind all our manufacturing and will remake any restoration that failed due to manufacturing error
- GCDL will only remake what is ordered on the original lab slip.
- Original restoration must be included with the remake or it will be considered a new case. You will receive a credit for the old case once it is received by the lab.
- GCDL will provide credit only after we've had the opportunity to do a remake.
- If GCDL questions an impression, margin or die, and the dentist approves completion of the case without resolution of the question, if there is a remake, the case will be charged as a new case.
- Any removable case that has skipped the try-in stage, and goes straight to finish, will be charged at 50% if a redo occurs.
- Any partial metal frame that has skipped the try-in stage, and goes straight to finish, will be charged at 50% if redo occurs.
- Any cast metal frame made over yellow stone poured by office (from alginate), will not be warranted. PVS impression required to maintain warranty.
- All implant parts must be returned or office will incur a charge for the parts.
- We will credit dentures and partials back to the customer once we receive the original item back.

**4. Repairs, Re-Stains & Adjustments**

- Porcelain repairs are free of charge.
- Adjusting contacts is free of charge.
- Changes or additions to cases will result in additional charges.
- All shade changes that are different from the original lab slip and require porcelain stripping and new porcelain application will incur a charge.

**5. Shipping**

- Offices must pack as many cases as possible when sending cases in, rather than using one shipping label per box, per case in order not to incur shipping charges.
- GCDL shall have no obligation or risk of loss of or damage to products following delivery to carrier, even if GCDL agrees to arrange for transportation as a courtesy to Buyer.

**6. Pricing**

- Your most recent pricelist is always available through your LabStar portal.
- GCDL reserves the right to adjust pricing of its products or services upon written notice for any reason including, without limitation, to meet rising alloy, shipping, and/or material prices.

**7. Statements**

GCDL will send statements to clients every beginning of the month and full payment is due by the 20<sup>th</sup> of the month. A finance charge of 3% will be charged to unpaid balances.

**8. Payment**

- Clients must pay by the 20<sup>th</sup> of the month or a 3% charge on the entire value of the outstanding invoice will accrue (36% per annum).
- When a client's past due unpaid invoice exceeds 15 days from the due date (20<sup>th</sup> day of the month following the statement month), GCDL retains the right to discontinue production on products.
- Balances not paid after 60 days will be turned over to a collection agency and the account will be placed on credit hold.
- Cases may be subject to hold if payments are not made in a timely manner.
- Each new shipment to GCDL constitutes a complete and separate transaction to be billed and collected. Acceptance of new orders by GCDL shall not relieve the customer of any previous indebtedness to the GCDL.

**9. Other Charges and Rights**

- GCDL retains the right to refuse service to any customer who does not agree to the above policies.
- Any cancelled or voided orders that haven't entered production will be assessed a \$10 surcharge
- Checks returned for insufficient charges will incur a charge of \$50 per check.
- In the event customer cancels an order, customer nevertheless agrees to pay GCDL for all costs and expenses incurred by GCDL in connection with such order through the close of business on the day on which GCDL receives the cancellation notice. All such costs and expenses shall be due and payable to GCDL on demand and/or will be subject to GCDL's absolute right of offset.

**10. Limitation on Liabilities.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GCDL BE LIABLE FOR ANY

SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS OR SALES, ANY LOSS OF GOODWILL OR REPUTATION, LOSS OF USE OF EQUIPMENT OR FACILITIES, INCURRING OF MACHINERY OR FACILITY DOWNTIME, OR THE COSTS OF SUBSTITUTE GOODS OR PRODUCTS, EVEN IF GCDL OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL LIABILITY OF GCDL TO YOU OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THESE TERMS OR YOUR PURCHASE OR USE OF THE PRODUCTS EXCEED, IN THE AGGREGATE, THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS YOU HAVE PURCHASED PURSUANT TO THESE TERMS.

**11. Indemnification.** You agree to indemnify and hold harmless GCDL, its affiliated companies and their respective officers, directors, employees, managers, agents, successors and assigns from and against any claim or demand (including reasonable attorneys' and experts' fees and costs) made by any party due to or arising out of your (a) breach of these Terms, (b) improper use of our products, or (c) breach of any law or the rights of a third party.

**12. Governing Law.** By purchasing any of our products or services, you agree that these Terms and your use of the Products shall be governed exclusively by the laws of the State of Illinois without regard to conflict of laws principles, regardless of your location when purchasing such products or services. These Terms are entered into and performed in Chicago (Cook County), Illinois (USA). These Terms do not give rise to personal jurisdiction over GCDL, either specific or general, in jurisdictions other than Illinois.

**13. Dispute Resolution.** The parties shall attempt to resolve any disputes through good faith business negotiations. If the parties are unable to resolve any disputes, all disputes arising out of or in connection with these Terms, or in respect of any legal relationship associated with or derived from these Terms, shall be adjudicated in a court of competent jurisdiction sitting in Cook County, Illinois. The parties expressly submit to the exclusive personal jurisdiction and venue of the courts sitting in Cook County, Illinois and waive any objection on the grounds of personal jurisdiction, venue, or forum non conveniens.

**14. Attorneys' Fees and Costs.** If any litigation or other court action, arbitration, or similar adjudicatory proceeding is commenced by any party against the other party to enforce its rights under these Terms or otherwise in connection with the products, services or the purchase thereof, all fees, costs and expenses, including, without limitation, cost of arbitration, reasonable attorneys' fees and court costs, incurred by GCDL, if it is the prevailing party in such litigation, action, arbitration or proceeding, shall be reimbursed by you; provided, that if GCDL prevails in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by GCDL on an equitable basis.