



## Terms

All invoices are due within 30 days of the statement date for customers qualifying for monthly billing terms. For customers on credit card or COD terms, payment is due prior to case shipment. An invoice will be included with every case. A statement will be sent following the end of the billing month. The statement will list all current due invoices, payments received, and credits issued during the billing month. Any credits issued must be used within sixty (60) days of the credit date. Accepted forms of payment include check, Master Card, Visa, American Express or Discover. Any past due invoices will be subject to a service charge of two percent (2%) per month until the past due balance is paid in full. Customer agrees to pay reasonable collections costs and/or attorney fees if customer's account is referred to collection. Prices are subject to change without notice.

## Warranty, Remake Policy and Limitation of Liability

Subject to the return of the original restoration fabricated by Streamline Dental that has been seated and then fails, Streamline Dental will replace or repair any defective restoration up to the amount of the original invoice excluding shipping costs, or issue a 60-day credit toward future case orders for the original invoiced amount excluding shipping costs, at Streamline Dental's option. No cash refunds will be provided. Replacement or repair work will be provided within the following time periods:

Restoration Type	Warranty Period
PFM (Porcelain to Metal)	5 years
Zirconia/All Ceramic Crowns, Inlays & Onlays	5 years
Composite (single unit)	5 years
Full Cast & Post/Core	5 years
Provisionals and Veneers	6 months
Removables (excluding immediate dentures, immediate partials and thermoformed devices)	1 year (if failure due to defect in material)
Immediate Dentures and Immediate Partial	30 Days (if failure due to defect in material)
Thermoformed Devices	6 months
Other	6 months

Elapsed time is calculated based on invoice date. This warranty is in lieu of all other warranties, whether expressed or implied and may not be modified by any agent, employee, representative or distributor of Streamline Dental.

The following exceptions will invalidate all warranties:

1. Where Streamline Dental expresses concern over the accuracy of the impression, die or margin received and requests a new impression; however, dentist advises to fabricate the prosthesis as is;
2. Where Streamline Dental requests a try-in but dentist advises to complete restoration without a try-in;
3. Where a shade change is requested that does not match the original Rx shade request;
4. Where a case was cancelled after fabrication. Fabrication starts the day Streamline Dental receives the case;
5. Where the original restoration was not returned with the remake request but used as a temporary or for any other purpose while a new restoration was fabricated. Remake case will be charged as a new case and original restoration will not be credited;
6. Where the remake Rx indicates a different material from the original Rx;
7. Where the new preparation is markedly different from the original preparation;
8. Where the new bite provided is markedly different from the original bite;

### Limitation of Liability

Streamline Dental shall bear no obligation to repair or replace defective restorations caused in whole or part by external sources including but not limited to shipment, environment, improper use and/or use in conjunction with other goods. Streamline Dental shall not be liable to any customer or other third party for any loss, damage or injury which results from the use or application of any goods delivered to a customer by Streamline Dental. Streamline Dental shall not be liable for any indirect, special, incidental, or consequential damages, including but not limited to, inconvenience, loss of goodwill, loss of anticipated profits, lost wages, chair time, costs incurred for removal or insertion, pain or suffering, or any kind of economic loss. Customer hereby expressly waives any and all claims against Streamline Dental for any damages or third-party claims other than those set forth explicitly herein with respect to repair and Replacement.

Streamline Dental does not warrant the merchantability of the goods or of their fitness for any particular purpose, and if such disclaimer is not permitted by law, the duration of any implied warranty is limited to 90 days from the date of delivery. All disputes shall be governed by New York State law with New York City the exclusive venue for any such dispute.

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