

## Super Smile Guarantee

- Your dental appliance will always be fabricated to the specifications of the prescription submitted by the dental provider.
- All materials used in the fabrication of your appliance are of a quality that meets or exceeds industry standards.
- All appliances are made within our labs in the United States of America, with zero fabrication taking place overseas.
- Each appliance goes through a 2 Step Quality Control process at receiving of your case to ensure we have everything we need for fabrication of your dental appliance, and again prior to shipping of your appliance to your office.
- Custom Smiles will repair, remake, or adjust our appliances, at no additional charge, if requested within the warranty period and accompanied by the return of the original device.

The **Super Smile Guarantee** warranty begins from the date of delivery to your office.

*Please note, the appliance must be delivered to the patient within 30 days of receipt for the warranty to apply.*

1. All Dentures and Crown & Bridge work are warrantied for **one full year**.
2. Orthodontic Appliances have a 30 day warranty.
3. Denture Relines and Repairs have a 30 day warranty.

We strive to always fabricate our dental appliances correctly the first time. We understand that none of us, including your patients, wants to be inconvenienced by having to remake a case for any reason. Please help us to serve you better by communicating your patients' needs as specifically as possible. Thank you for your business.

## **Additional Warranty conditions for Custom Smiles Inc. and all affiliated companies.**

### **Remake Policy**

Custom Smiles Inc. is pleased to process all remakes or adjustments, of the below identified devices that are manufactured by Custom Smiles Inc., at no additional charge if requested within the warranty period and accompanied by the return of the original device, as described in further detail below.

### **Limited Warranty**

Custom Smiles Inc. ("the lab") warrants that all dental devices (a "device") are made according to your specification and approval in the belief that the device will be useful and **MAKES NO OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE EXPLAINED IN THE WARRANTY POLICY DESCRIBED BELOW.** Subject to the return of a device that is placed and then fails, the lab will repair or replace the device without charge for the cost of materials and workmanship or refund the original price paid, at the lab's option, as follows:

- Removable and Fixed restorations, including restorations over implants and custom implant abutments, manufactured by the lab are warranted for 12 months from the date of delivery to the office. This warranty shall apply to direct end-user customers (treating clinicians) only.
- Orthodontic restorations manufactured by the lab are warranted for 30 days from the date of delivery to the office. This warranty shall apply to direct end-user customers (treating clinicians) only.
- Porcelain to metal; ceramic to metal; all ceramic; all metal; single-unit inlay, onlay and crown composite resin final prosthetics; screw-retained crowns and bridges; and milled implant bars manufactured by the lab, are warranted for 12 months from the date of delivery to the office.
- Dentures and including screw-retained dentures but excluding immediate and provisional dentures manufactured by the lab up to 12 months from the date of delivery.
- Flexible material appliances, if the failure is due to defects in materials or workmanship, for 12 months from the date of delivery to the office.
- Immediate and provisional dentures, partials, retainers, prosthetic stents, surgical guides and radiographic guides, and all other dental devices manufactured by the lab up to 12 months from the date of delivery to the office if the failure is due to defects in materials or workmanship.

This warranty is exclusively for your benefit, is not transferable and does not extend to any patients. You agree to pay all other costs of adjustment, repair and replacement of a device, including any chair time. Except where prohibited by law, the lab **WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THE USE OF A DEVICE, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL**, regardless of the theory asserted, including warranty, contract, negligence or strict liability and if such disclaimer is not permitted by law, the duration of any implied warranty is limited to 30 days from the date of delivery. In the event of a dispute and absent an amicable resolution the parties mutually agree to waive class actions in favor of mandatory individual arbitration of claims under this limited warranty in and in accordance with the laws of North Carolina and the Federal Arbitration Act ("FAA") to the maximum extent permitted by law. The lab does not guarantee the performance of independent carriers used to transport the devices.

To receive any warranty or replacement policy benefits, the treating clinician must notify the lab directly for instructions on how to exercise any warranty or replacement policy benefits. The treating clinician requesting warranty or replacement policy benefits must also be in financial good standing with the lab, and must have installed all lab or other devices in accordance with industry standard and accepted medical/dental practices. The lab reserves the right to modify or terminate its warranty program or replacement policy (or any aspect of either of them) or exclude any individual dentist or other entity from receiving this limited replacement policy benefits for any reason, at any time in its own discretion, including if the lab determines the claims are not made in good faith or violate the letter or intent of the policies. The lab will use commercially reasonable efforts to provide notice of material changes to the policies to clinicians, including by posting any updated or revised policy or warranty language on the lab's website(s).

NOTWITHSTANDING THE ABOVE, YOU UNDERSTAND AND AGREE THAT THE LAB WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR RELATIONSHIP WITH THE LAB, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED TO THE MAXIMUM EXTENT PERMITTED BY LAW. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE IN ANY EVENT THAT THE LAB'S TOTAL LIABILITY TO YOU FOR ANY OR ALL OF YOUR LOSSES OR INJURIES FROM THE LAB'S ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO THE LAB FOR THE DEVICE(S) AT ISSUE.