



Limited Warranty/Limitation of Liability

Ziemek Laboratories ("the lab") warrants that all dental devices ("device(s)") 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.** Subject to the return of a device that is placed and then fails **DUE TO DEFECTS IN MATERIALS OR WORKMANSHIP**, 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: (1) porcelain to metal, all porcelain, all metal, single-unit inlay, onlay and crown composite final prosthetics, milled implant bars, screw-retained zirconia and titanium abutments (excluding abutments with angulations greater than 20 degrees), up to seven years; (2) dentures and partials including screw-retained dentures, but excluding immediate dentures and partials, up to one year; (3) thermoformed appliances and splints, provisional, composite resin Maryland and inlay/onlay bridges, up to six months; (4) immediate dentures and partials, flippers, retainers, surgical and radiographic guides, and all other dental devices, up to thirty days. You agree to pay all other costs of adjustment, repair and replacement of a device. 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 ninety days from the date of delivery. The lab does not guarantee the performance of independent carriers.