

# Ziemek Laboratories TERMS & CONDITIONS

## Remake Policy

At Ziemek we are pleased to warrant our restorations to be free from manufacturers defect. If a restoration remake is needed, please email or text us any photographs or x-rays of the problem area, and include the prescribing doctor name, patient name and a short description of the issue within 30 days. This information can be emailed to [info@ziemekdentallab.com](mailto:info@ziemekdentallab.com). Please call the lab at 360.943.6071 with any questions or concerns.

Charges will generally be incurred under the following circumstances:

- Restorative materials are different from the original order
- Specific instructions from lab were provided and not followed
- Reduction coping was provided, and crown did not fit
- Appliance fits models provided
- A new scan was requested but the lab was advised to proceed without one
- Material requested is not indicated for restoration
- New bite or impression is different from the original
- Shade differed from the original order
- Customer requests lab choose shade based off photos sent
- Lab communicated with customer and was advised to proceed
  - Obvious lab failure. NO CHARGE.
  - Obvious client failure. FULL CHARGE.
  - If no obvious cause is found for the inaccurate seating of a restoration there will be a charge of ½ the total cost to make the restoration.

## Terms & Conditions

Monthly statements will be sent to customer at the beginning of each month, with the balance due upon receipt. Any amount not paid within Thirty (30) days of the statement date shall incur a 1.5% Finance Charge per month. All 30-Day delinquent accounts will be placed on a COD or prepayment terms. There will be a COD service charge based upon current courier charges. All cases and items from a delinquent account will remain the property of Ziemek Laboratories until the account is paid in full. Visa and MasterCard are accepted with terms. Payment by check is accepted, with a minimum of \$35.00 charged for each returned check.

Customers have the right to inspect the product prior to acceptance, however failure to reasonably notify and return product within ten days of receipt constitutes acceptance. Other forms of acceptance include but are not limited to; installing the product into a patient's mouth, requesting a shade change from the original RX, or a modification of the preparation, bite or design of any sort to the product. If any case is cancelled for any reason before shipment, the customer shall pay the reasonable value of all work performed prior to receipt of cancellation of order by Ziemek Laboratories. The customer agrees to these terms & conditions as stated on each printed statement, invoice, or work order. Notice by a dentist for a nonconforming case shall include a specific and detailed statement of the reason for rejection, laboratory shall be given the opportunity to correct the defect or replace the case. Where the cause of the non-conforming case cannot be clearly and reasonably identified as due to either the fault of the lab or the dentist, the cost of remaking the case shall be borne equally by the parties.

## Warranty

Ziemek guarantees our fixed restorations for 5 years against defects in materials and craftsmanship from the day the case ships. Dentures, TCS, and Metal Partials have a 1-year repair warranty which does not cover negligence or abuse, they must be returned for evaluation. Temporary Partials have a 6-month warranty. All nightguards have a 6-month replacement warranty. All other removable products have a 30-day warranty from the day the case ships. As a digital laboratory, pvs/conventional impressions carry no warranty and will be evaluated on a case-by-case basis. We offer a lifetime titanium warranty and a 5-year Zirconia Hybrid warranty on Ziemek manufactured parts.

**Cancellations:** Model-Free cases can be canceled within 24 hours and Premier cases can be canceled within 72 hours for no charge. If canceled after this time frame charges will be incurred.

At Ziemek we have a variety of implant parts (impression copings and screws) and tools (torque wrenches) available to loan out to help with restorations. Please note all parts sent out must be returned or will be charged to the doctor. If doctor sends own parts, they will be returned with final restoration. Please make sure to specify on the RX which parts are sent. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES WITH RESPECT TO MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.