

## Terms and Conditions

1. It is the responsibility of the Providing Orthodontist to advise the patient of the terms and conditions of this Purchase Order.
  2. **Offer and acceptance:** When correctly completed by the Providing Orthodontist and received by Ortholab, this document constitutes an offer by the Providing Orthodontist to purchase from Ortholab a custom made *Mandibular Repositioning Appliance* (MRA). Ortholab will commence manufacture of the MRA upon receipt of this correctly completed form and such performance constitutes Ortholab's acceptance of the Providing Orthodontist's offer to purchase.
  3. **Delivery and risk of loss:** The MRA will be delivered to the Providing Orthodontist at the Orthodontist's address as it appears on this document. Upon delivery, the risk of loss will pass to the Providing Orthodontist, and the Providing Orthodontist will be obligated to pay as set out in paragraph 9.
  4. **Cancellation:** This Purchase Order may be cancelled within 48 hours of its receipt by Ortholab, but the Providing Orthodontist will be obligated to pay 30% of the purchase price. After 48 hours, the manufacturing process of the MRA will have advanced to the point that cancellation will no longer be practicable. After 48 hours, the Providing Orthodontist will be obligated to pay the full purchase price of the MRA.
  5. **Impressions and casts: Stone models (casts) are the preferred method of supplying impression details to Ortholab.** When such details are supplied as a stone model, Ortholab accepts responsibility for the accuracy of the MRA made from the model. Ortholab warrants the fit of the device to the supplied stone model. In such cases where the stone model does not match the dentition of the patient, Ortholab cannot guarantee the fit of the MRA to the patient.

If a stone model cannot be supplied, PVS impressions will be accepted, but the Providing Orthodontist is responsible for the accuracy of the MRA made from the impression. Impressions can deteriorate over time, be distorted or be damaged in transit, and **Ortholab cannot guarantee the accuracy of a MRA made from impressions.**

**Impressions made from alginate and sent to Ortholab are unacceptable.** Orders based on such impressions will be rejected by Ortholab and returned to the Providing Orthodontist at the Providing Orthodontist's expense.

If the MRA does not adequately fit the patient's mouth:

    - a. Responsibility will be borne by Ortholab if the MRA does not fit the stone model; or
    - b. Responsibility will be borne by the Providing Orthodontist if the MRA fits the stone model.
  6. **Delays in manufacture:** Ortholab will endeavour to supply the MRA to the Providing Orthodontist within 21 days from Ortholab's receipt of this Purchase Order provided all information requested herein is complete and the order complies with all terms and conditions stated herein. Because unforeseen and unanticipated circumstances can delay manufacture and shipment of the MRA, however, Ortholab cannot guarantee delivery of the MRA within a particular timeframe. It is the responsibility of the Providing Orthodontist to advise the patient that delivery of the MRA cannot be promised by a specific date and that delays are possible.
  7. **Warranty:** Ortholab warrants all products supplied under this Purchase Order to be free from defects in materials and workmanship for a period of one year from the date of delivery to the Providing Orthodontist. Ortholab gives no warranty that the MRA will be efficacious in the treatment of snoring or Obstructive Sleep Apnea.
    - a. The Ortholab warranty is invalidated if the patient has subsequent substantial restorative work.
    - b. Additionally, the Ortholab warranty is covered only for in-mouth breakage.
    - c. The warranty covers only repair of the device. If new casts or impressions are required, the warranty is void. In such cases Ortholab offers to remake the device at a reduced cost.
    - d. Warranty work may only be carried out by an authorised Ortholab facility.
  8. **Service and support:** Defects in materials and workmanship within the warranty period will be repaired by Ortholab at no cost to the Providing Orthodontist or the patient. Service and repairs cannot be undertaken at any location except Ortholab's authorised facility. Service and/or repairs will be completed as soon as reasonably practicable, and the MRA will then be returned to the Providing Orthodontist. Ortholab will only return serviced or repaired appliances to the Providing Orthodontist unless authorised otherwise by the Orthodontist.

Ortholab reserves the right to replace a defective MRA with a new MRA at no cost to the Providing Orthodontist or the patient.
  9. **Payment terms:** All accounts are due and payable within 30 days from the date of delivery of the MRA.
  10. **Force majeure:** Ortholab is not responsible for any failure on its part to complete the transaction set out in this Purchase Order or to perform any term or provision herein due to any cause or circumstance beyond its control such as an Act of God, fire, natural disasters, war, acts of terrorism, difficulties in obtaining labour or raw materials, embargoes, etc. In such a situation, this Purchase Order will be null and void.
  11. **Limitation of damages:** Ortholab and the providing Orthodontist specifically agree that (1) the MRA is not a product of a kind ordinarily acquired for personal, domestic or household use or consumption and (2) damages for any breach of the agreement set out in this document and for the supply of the MRA shall be limited to the cost of replacing the MRA.
  12. **Exclusion of conditions, warranties and liabilities:** All conditions, warranties and liabilities implied by statute, common law or otherwise are hereby excluded.
- Ortholab reserves the right to waive its warranty of the device where supplied impressions and casts are not supplied** according to the terms and conditions above.