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Terms

All invoices are due within 30 days of the statement date for customers qualifying for monthly billing terms. For customers on COD terms, payment is due prior to case shipment. 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. Accepted forms of payment include check, Master Card, Visa, American Express. Any past due invoices will be subject to a service charge of 1.8% 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

Subject to the return of the original restoration fabricated by Equipoise Dental that has been seated and then fails, Equipoise Dental will replace or repair any defective restoration up to the amount of the original invoice. 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
Full Cast (single unit)	5 years
Post & Core	5 years
Removables <i>(excluding immediate dentures, immediate partials and thermoplastic devices)</i>	1 year <i>(if failure due to defect in material)</i>
Immediate Dentures and Immediate Partial	30 Days <i>(if failure due to defect in material)</i>
Thermoplastic 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 Equipoise Dental.

The following exceptions will invalidate all warranties:

1. Where Equipoise 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 Equipoise Dental requests a try-in but dentists advises to complete restoration without a try-in.
3. Where a shade change is requested and does not match the original Rx shade.
4. Where a case was cancelled after fabrication. Fabrication starts the day Equipoise receives a 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.

Limitation of Liability

Equipoise Dental shall bear no obligation to repair or replace defective restoration 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. Equipoise 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 Equipoise Dental. Equipoise Dental shall not be liable for any indirect, special, incidental, or consequential damages, including but not limited to, inconvenience, loss of good will, 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 Equipoise Dental for any damages or third-party claims other than those set forth explicitly herein with respect to repair and Replacement. Equipoise 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 FL state law, the exclusive venue for any such dispute.