Limited Warranty/Limitation of Liability

Limited Warranty/Limitation of Liability: Maverick Dental Laboratories, LLC (referred to as 'the lab') warrants that all dental devices are made according to the doctor's 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. This Warranty and Limitation of Liability ("Agreement") is only valid when proof of purchase & the original device are returned to Maverick Dental for evaluation. This limited warranty extends only to the original purchaser of a device and does not extend to patients or other individuals and/or entities to whom the device(s) is/are sold, implanted, inserted or delivered. 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 remake the device without charge or for a partial charge based on original invoice price, at the lab's option, as follows:

- Crown & Bridge Cases, up to 5 years
- Implant components, up to 5 years (excluding abutments with angulations greater than 20 degrees).
- For cases with multiple implants, this warranty does not apply if the models were not verified using an intra orally luted verification jig
- Removable Partials & Dentures, up to 1 year. Exceptions include all cases taken to finish without try-in or resets taken to finish without second try-in.
- Nightguards, up to 6 months
- PMMA, not warranted

Payment Terms

Payment is due in full 20 days from the date of statement. A charge of 1.5% per month (annual rate of 18%) will be charged on past due accounts. Accounts past due will be delivered C.O.D. with past due balance added. Accounts requiring legal and/or collection services will be subject to all costs incurred including reasonable fees.

Conditions

Prosthesis must be inserted by a licensed practicing dentist or prosthodontist. Patient must adhere to semi-annual cleaning and exams. Restoration must be returned with model work for credit to be issued.

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 90 days from the date of delivery. The lab does not guarantee the performance of independent carriers. Maverick Dental will only accept returns of implant parts on un-opened packages with the product in its original condition. The parties to this Agreement mutually agree to waive any and all class actions in favor of mandatory individual arbitration of all claims arising out of, or related to, this Agreement. Any controversy or claim arising out of, or relating to, this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association. The place of the arbitration shall be Pittsburgh, PA and Pennsylvania state law shall apply.