

MICHAEL A. DESJARDINS, C.D.T.
Dental Ceramics Laboratory
122 Old Post Rd., Kittery, ME 03904
(207) 439-2024

PATIENT _____

AGE _____

M _____ F _____

DUE _____

CASE # _____

LAB USE ONLY

Rx

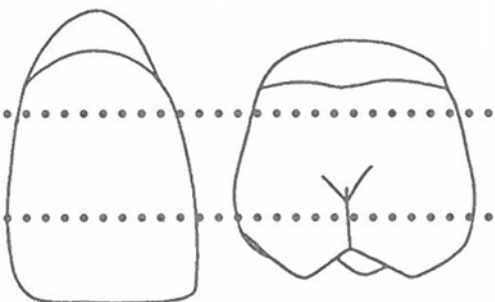
CERVICAL



BODY



INCISAL



DATE _____

TRANSLUCENCY PATTERN

- A. ENTIRE SURFACE _____
- B. INCISAL ONLY _____
- C. INCISAL/MESIAL/DISTAL _____

DR. _____

LIC# _____

AGREEMENT

These Terms and Conditions are made effective by the customer ("Dentist") submitting this form ("Agreement") to Desjardins Dental Ceramics, Inc. ("DDC"), a Maine corporation ("DDC"). The ("Dentist") agrees to a contract for the sale and delivery of the specially fabricated goods mentioned herein ("Goods").

1. Dentist agrees to pay in full the stated price of Goods within 10 days after the date of the statement. All balances remaining past such date will incur a 2% late service charge (min. \$50.00). \$50.00 handling charge on returned checks. Accounts not paid within the stated terms will be subject to C.O.D. status.
2. Any and all attachments, including but not limited to prescriptions, modifications, diagrams, photographs, models or instructions of any sort, will be incorporated into this Agreement, unless DDC objects. Should the Dentist cancel any order submitted before shipment, the Dentist shall pay for any loss or damage to DDC.
3. Dentist must completely clean all blood and saliva from all materials used in the mouth, and must disinfect all of these items before sending them to DDC and again when returned from DDC before placement in patient's mouth.
4. The Dentist has the right to inspect Goods prior to acceptance. If Goods are not returned to DDC within 10 business days, this will mean acceptance of Goods. Other forms of acceptance shall include, but not limited to, cementing of Goods in the mouth, requesting shade changes, or modification of preparations, bites or designs.
5. Should the Dentist request remake of Goods, Dentist agrees to resubmit all original Goods including but not limited to original impressions, models and restorations to DDC. DDC must have original Goods to evaluate possible restoration, replacement or repair cost to Dentist and to determine if original Goods are repairable or if a remake of Goods is required.
6. Should Dentist return nonconforming Goods and such nonconformance is the fault of the Dentist, Dentist must give DDC the opportunity to provide conforming Goods within a reasonable time and bear the burden of all related costs, including but not limited to the cost of Goods and shipment. Should Dentist return nonconforming Goods and such nonconformance is the fault of DDC, Dentist must give DDC the opportunity to provide conforming Goods within a reasonable time at the original stated price. Should Dentist return nonconforming Goods and the nonconformance is the fault of both Dentist and DDC or fault is difficult to determine, Dentist must give DDC the opportunity to provide conforming Goods within a reasonable time. The costs of remaking or replacing Goods and all related shipment expenses are to be divided in proportion and DDC shall determine allocation. DDC shall also determine whether Goods conform.
7. Should DDC fail to provide conforming Goods in a reasonable time, Dentist's options are limited to the return of the Goods and repayment of the stated prices or the repair or replacement of nonconforming Goods by DDC.
8. The parties to this Agreement shall be governed by the laws of the United States and the State of Maine. The parties further agree that any and all actions that may arise under this Agreement, shall lie exclusively in the Courts of the United States of the State of Maine located in the County of York, State of Maine.
9. If any terms of this Agreement are held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
10. The Dentist agrees to pay all legal and collection costs in the event of suit, including reasonable attorney fees.