

Date Shipped to Laboratory	Doctor Due Date	Patient Name	Sex	Age
Doctor Name		Doctor Mobile	Doctor E-mail	
Office Address			Doctor License #	

PLEASE SEND

RX Forms
 Boxes
 Airbills
 IOS Info

RUSH AND CALL REQUEST

Rush Case By _____
 Technical Support Call
 Have _____ Call

SHADE INFORMATION

Tooth Shade(s): _____

Gingiva Shade
 G1
 G2
 G3
 G4
 G5

FULL DENTURES	Upper	Lower	Custom Tray	Bite Block	Setup Try In	Finish
<i>If Overdenture please complete Overdenture Specifications.</i>						
SIGNATURE Ivoclar Ivobase material and processing, significant characterization and premium teeth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
PREMIER Lucitone 199 material and light-cured processing, light characterization and premium teeth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
STANDARD Acrylic material and heat-cured processing and stock teeth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

FLEXIBLE PARTIAL	Upper	Lower	Custom Tray	Bite Block	Setup Try In	Finish
SIGNATURE ESTHETIC PARTIAL Tooth shade rigid, biocompatible thermoplastic substructure with characterization and premium teeth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
DV FLEX COMPLETE FRS flexible material with light characterization and stock teeth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
DV FLEX FLIPPER/STAYPLATE Stock teeth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ACRYLIC PARTIAL	Upper	Lower	Custom Tray	Bite Block	Setup Try In	Finish
SIGNATURE Ivoclar, Ivobase Material & Processing. Significant pink tissue characterization and premium teeth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
STANDARD Acrylic material, heat-cured processing and stock teeth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
FLIPPER/STAYPLATE Stock teeth. <input type="radio"/> Essix	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

CAST PARTIAL	Upper	Lower	Custom Tray	Bite Block	Setup Try In	Finish
PREMIER Chrome cobalt structure with acrylic material and heat-cured processing, light pink characterization and stock teeth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
NESBIT	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

OVERDENTURE SPECIFICATIONS	SURGICAL GUIDE	DIAGNOSTICS/APPLIANCES
<input type="radio"/> Bar Retained <input type="radio"/> Hader <input type="radio"/> Dolder <input type="radio"/> Other _____ <input type="radio"/> Attachment Retained <input type="radio"/> Locator <input type="radio"/> Ball <input type="radio"/> Other _____ <input type="radio"/> Metal Re-Enforced	<input type="radio"/> Pilot Hole <input type="radio"/> With Guide Tubes Size _____ <input type="radio"/> Guided Surgery Surgical Guide	<input type="radio"/> Study Model <input type="radio"/> Radiographic Guide <input type="radio"/> Barium <input type="radio"/> Gutta Percha <input type="radio"/> Other _____ Night Guard: <input type="radio"/> Hard <input type="radio"/> Soft <input type="radio"/> Hard/Soft

REPAIRS & RELINES

Basic Repair Reline
 Extensive Repair Welding Loop Retention
 Rush (Same Day)

Signature _____

RX INSTRUCTIONS

(Please carry over to back)

RX INSTRUCTIONS (CONTINUED)

TERMS AND CONDITIONS

By submitting this order form ("Agreement") to daVinci Dental Studios ("daVinci") you agree to the terms and conditions herein applicable to the sale and delivery of the specially manufactured goods described herein (collectively, the "Product"). The following terms and conditions, may not be added to, modified, superseded, waived, or altered except by a written instrument signed by you and an authorized officer of daVinci. Any terms contained or referenced on any purchase order or document you submit to daVinci at any time, whether contradictory to the terms appearing in this Agreement or otherwise, are rejected by daVinci.

1. Payment of the stated invoice price is due in full upon receipt of the Product. Past due amounts shall accrue interest at the greater of 1.5% per month or the maximum allowed by law. You shall be responsible for all costs of collection, including, without limitation, attorneys' fees and costs. In the event that any order you submit is cancelled for any reason before shipment, you shall pay daVinci's cost incurred in connection with the cancelled order, and you shall reimburse daVinci for any loss or damage.
2. You have the right to inspect the product prior to acceptance. However, your failure to reasonably notify and return the Product to daVinci within ten days after receipt shall constitute acceptance. Other forms of acceptance include, but are not limited to, installing the Product in a patient's mouth or requesting a change of shade, preparation, bite or modification of any sort to the Product.
3. If you reject a Product due to a defect in workmanship or materials and such defect is (a) your fault (or the result of damage occurring during delivery), daVinci may provide a replacement Product within a reasonable time and you shall pay all related costs., including, but not limited to, the costs of the replacement Product and shipment, (b) daVinci's fault, you must give daVinci the opportunity to provide a replacement Product within a reasonable time at daVinci's cost, and (c) both your fault and daVinci's fault or fault is difficult to determine, you must give daVinci the opportunity to provide a replacement Product within a reasonable time and the direct costs of remaking or replacing the Product and all related shipment expenses shall be shared and daVinci shall determine your portion of the cost. You shall deliver all allegedly defective Products to daVinci pursuant to Paragraph 5 below and daVinci shall determine whether a Product is defective in it's sole and absolute discretion.
4. You acknowledge and agree that it is customary in the aesthetic dental industry for the Product to be adjusted and/or modified by a dental laboratory on more than one separate occasion. You further acknowledge and agree to give daVinci a reasonable time and opportunity to make changes to the Product to meet the specifications described in your initial order. Should daVinci fail to provide a satisfactory Product within a reasonable time, your sole and exclusive remedy is limited to (a) the return of the Product and return from daVinci the amount paid on the product, or (b) daVinci's replacement of the Product.
5. If you request the restoration, repair or replacement of the Product, you shall submit all original Product, including, but not limited to, original impressions, models and restoration(s), to daVinci. You acknowledge and agree that daVinci must have the original Product in order to assess possible restoration, replacement, or repair options. You shall pay daVinci for it's services at is then applicable rates for restoration, repairs or replacement in the event that you request changes to the Product that were not included in your initial order.
6. You must thoroughly and carefully clean all blood and saliva from all materials used in the mouth including, but not limited to, the Product, and you must also disinfect all of these items after they are returned to you by daVinci before you place them in your patient's mouth.
7. **DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT FOR THE TERMS IN THIS AGREEMENT AND EXCEPT AS OTHERWISE PROVIDED FOR IN WRITING BY DAVINCI WITH RESPECT TO A SPECIFIC DAVINCI PRODUCT, ALL PRODUCTS ARE PROVIDED "AS-IS" AND DAVINCI MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCTS. DAVINCI EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, OR OTHERWISE, DAVINCI SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY AMOUNTS IN EXCESS OF THE ORIGINAL CONTRACT PRICE FOR THE PRODUCT, OR (B) ANY INCIDENT, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR ANY LOST REVENUE OR COSTS YOU AND YOUR PATIENTS MAY INCUR IN CONNECTION WITH THE PRODUCT, INCLUDING, WITHOUT LIMITATION, YOUR COSTS OR YOUR PATIENT'S COSTS IN CONNECTION WITH YOUR SERVICES TO INSTALL, REPAIR OR REPLACE THE PRODUCT.**

INTERNAL LAB INFO

		DATE _____
IMPRESSIONS/TRAYS _____		DIES _____
MODELS _____		ARTICULATOR MAKE _____
BITES _____		ARTICULATOR SERIAL # _____
PHOTOS _____		ARTICULTOR BOX _____
CROWNS _____		WAX-UP MODELS _____
OTHER _____		
PAN# _____	INITIALS _____	TIME _____

8. You shall indemnify, defend and hold daVinci and its officers, directors, employees and shareholders harmless from and against any and all claims, liabilities, damages, debts, settlements, costs, attorney's fees and costs of any kind or nature relating to or arising from your negligence or intentional misconduct.

9. Product will be shipped F.O.B. daVinci's facilities by common carrier, unless the parties agree to other arrangements before the date of shipment. DaVinci bears the expense and risk of placing the Product in the possession of the carrier. Thereafter, you bear the expense and risk of transporting the Product to the place of destination. DaVinci shall not be responsible for any lost Products or damage to Products occurring during the shipment.

10. Except with respect to injunctive relief, which may be brought in a court of competent jurisdiction, any controversy or claim arising out of or relating to this Agreement or the breach shall be settled by binding arbitration to be held by JAMS or its successor. The arbitration shall be held in West Hills, California, before a single arbitrator having experience with and knowledge of dental technology and the dental business selected in accordance with such rules and regulations unless specifically modified herein. The arbitrator decision shall set forth a reasoned basis in writing for any award of damages or finding of liability including factual findings and the legal reasoning upon which the decision is based. The arbitrator shall not have the power to multiply actual damages or award punitive damages or any other damages that are specifically excluded under this Agreement, and each party herein irrevocably waives any claim to such damages. The parties shall have all rights or depositions and discovery provided in Section 1283.05 of the California Code of Civil Procedure. This Agreement shall be governed by laws of the United States of America, and in particular, the laws of the State of California, exclusive of its conflicts and principals. The arbitrator shall apply California substantive law and the California Evidence Code to the proceeding. The language of the arbitration shall be English. The arbitrator shall have the power to grant legal remedies including provisional remedies, but the arbitrator may not order relief in excess of what a court could order. The arbitrator shall not have the power to commit errors of law or legal reasoning or to make findings of fact except upon sufficiency of the evidence. Any award that contains errors of law may be corrected or vacated as provided by applicable law. The parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally the fees and expenses of JAMS. The arbitrator shall assess costs and expenses (including the attorneys' and experts' fees and expenses of the prevailing party) against the non-prevailing party to a proceeding. Any party unsuccessfully refusing to comply with an order of the arbitrator shall be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. The arbitrator's decision shall be enforced in any court of competent jurisdiction. Nothing in this provision shall limit or affect in any way any legal proceedings between the parties to this Agreement that has commenced or remains pending prior to the formation of this Agreement.

11. If any provision of this Agreement is held invalid, unenforceable or void by a court of competent jurisdiction, such circumstances shall not affect the validity of any of the provisions of this Agreement, but this Agreement shall be reformed and continued as if such invalid, inoperative or unenforceable provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.

12. In addition to any excuse provided by applicable law, daVinci shall be excused from its obligations to perform hereunder in the event of circumstances beyond its reasonable control, whether or not foreseeable, including, but not limited to, labor disturbance, war, terrorism, fire, accident, inability to obtain materials, government act or regulation, and any other causes or events beyond daVinci's reasonable control, whether or not similar to those enumerated above.

13. A doctor is still bound by the Terms and Conditions of this order form ("Agreement") whether the doctor uses daVinci's RX form, the doctor's own RX form, or any other type of order form.