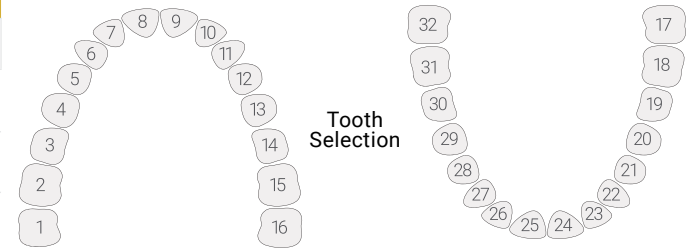




DATE SHIPPED TO LABORATORY			DOCTOR DUE DATE		

Patient Name		Sex	Age	Rush Case by	
Doctor Name		Doctor Mobile	Doctor E-mail		Technical Support Call
Office Address				Doctor License #	



Enclosed with Case: Model Metal Trays Bite Shade Tab Articular Bite Impressions Photo (Preferred) Other _____

Fixed Prosthodontics

Veneers, Crowns, Bridges & Implants		
Feldspathic Veneer	PFM High Noble White Yellow Noble Semi-Precious Non-Precious	
Porcelain Jacket Crown (PJC)		
Minimal Prep Veneer		
Full Contour	Single Layer	Multi Layer (Signature Series)
eMax Veneer Crown Bridge	Zirconia Crown Bridge	Inlay/Onlay Crown Bridge Full Gold Crown Inlay Post

Esthetic Parameters

Anatomy/Morphology	LVI	Light	Medium	Heavy
Occlusal Stain	None	Light	Medium	Heavy
Translucency	None	Light	Medium	Heavy
Surface Texture	Smooth	Moderate		Heavy
Surface Finish	High Gloss	Medium Gloss	Matte	

Other Considerations

Pontic Design					
	Ovate ___mm	Full Lap	Buccal Lap	Sanitary Contact	Sanitary Spaced
Inadequate Clearance	Spot opposing		Reduction Coping		
Porcelain Butt Margin	180°	360°			
Metal Zone	Lingual	Margin	Occlusal		

Removable Prosthodontics

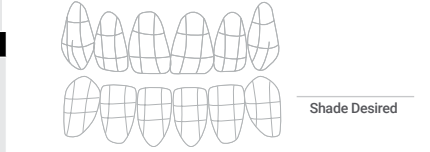
Upper	Lower	Custom Tray	Bite Block	Setup Try-In	Reset	Finish
Full Denture			daVinci		Premier	
			- Ivoclar Ivobase - Characterization - Premium Teeth		- Lucitone 199 - Characterization - Standard Teeth	
Acrylic Partial (Stayplate)			- Premium Teeth		- Standard Teeth	
Flexible Partial			- Esthetic Partial - Toothshade clasp - Characterization - Premium Teeth		- VisiClear (Semi-Translucent Framework) - Standard Teeth	
Metal Framework			- Vitalium Flexible Combo - Premium Quality Acrylic - Characterization - Premium Teeth		- Cobalt Chrome - Premium Quality Acrylic - Characterization - Standard Teeth	
Gingiva Shade			G1	G2	G3	G4 G5

Miscellaneous: Aesthetic Clasps Flexible Clasps Wrought Wire Clasps
 Reline Repair Extensive Repair
 Strengtheners

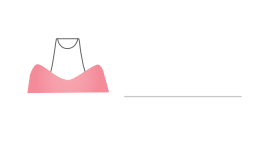
Implant Solutions

Includes model, milled custom abutment or Ti base, screw or abutment insertion guide and restoration of choice:
 Titanium Abutment Zirconia Abutment Cement-Retained
 Ti-base ASC Full Contoured Screw-Retained

Shade Information



Stump Shade



Emergence Profile and Margin Depth Parameters

Tissue Displacement / Emergence Profile	Margin Depth
Minimal (0.5mm) Moderate (1.0 mm) Anatomical (full tooth shape)	Lingual Default 1mm Distal Default 1mm Mesial Default 1mm Buccal/Facial Default 1.5mm

Temporaries

Veneer Crown	Bridge	Wire Reinforced Fiber Reinforced
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Diagnostics

Study Model White Wax-Up	Putty Matrix Vacuform Tray	Clear Silicone
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Appliances

Prep. Reduction Guide	Essix Retainer
Night Guard: Hard	Soft Hard/Soft

Overdenture Specifications

Bar-Retained Hader Dolder Other _____
Attachment-Retained Locator® Ball Other _____
Reinforced with Metal Partial Frame

Surgical Guided Templates & Appliances

Computer Generated 2mm Pilot	Analog Guide Hole Sleeve No Sleeve	Radiographic Guide Barium Gutta Percha
Fully Guided		Other _____



SIGNATURE

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

TERMS AND CONDITIONS

By submitting this order form ("Agreement") to DaVinci Dental Studios, or one of its affiliates identified on the reverse side of this Agreement, ("Lab"), the doctor or practice identified on this Agreement ("you" or "your") hereby agrees to these terms and conditions which apply 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 Lab. Any terms contained or referenced on any purchase order or document you submit to Lab at any time, whether contradictory to the terms appearing in this Agreement or otherwise, are rejected by Lab.

1. Payment of the stated invoice price is due in full within 30 days of receipt of the Product. Past due amounts shall accrue interest at the lower of 2.0% per month or the maximum amount allowed by law. Special pricing, coupons and discounts will not be honored if the account is past due. You shall be responsible for all costs of collection, including, without limitation, attorneys' fees and costs. You may not offset or withhold any amounts owed to Lab without Lab's prior written consent. In the event that any order you submit is cancelled for any reason before shipment, you shall pay Lab's cost incurred in connection with the cancelled order, and you shall reimburse Lab for any loss or damage. Lab reserves the right to change its prices, terms, discounts and any other pricing provision for its products and services at any time. In the event any invoice submitted to you by Lab is unpaid 90 days or more after its date of issuance, any pending or new orders or cases for you may be placed on hold until the balance of all such invoices is paid in full. International customers are required to pay in full prior to shipping of any case or Products, and any cases should not carry a balance more than 30 days from invoice.

2. Unless otherwise expressly agreed by the parties in writing, the delivery periods specified in any purchase order shall be considered approximate. You have the right to inspect the Product prior to acceptance. However, your failure to reasonably notify and return the Product to Lab 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. If any shipment of Product is delayed at your request, such Product shall be stored by Lab at your sole cost, expense and risk. Such delay shall not delay your obligation to pay the invoice with respect to such purchase order.

3. LIMITED WARRANTY. For the Warranty Period (as defined below), Lab shall provide a limited warranty solely for and to you that the Product shall be free from defects in material and workmanship (the "Limited Warranty"), unless you otherwise agree to also waive this warranty. The sole obligation of Lab under this Limited Warranty shall be to replace or repair the Product, at Lab's sole discretion. All warranty claims must be made in writing and received by Lab within the Warranty Period. Such warranty claims must include reasonable detail about the cause and nature of the alleged defect. This Limited Warranty does not cover any damage or defect that results from the actions of you or any third party, including misuse by the patient. Lab may determine, in its sole discretion, whether a Product has been misused or if the problem is the result of the actions of you or a third party. The "Warranty Period" for each Product shall be based on the specific item. For monolithic crowns, veneers, layered products, and removables, the Warranty Period shall be one (1) year from shipment of the Product. For implant abutments, the Warranty Period shall be five (5) years from shipment of the Product.

4. If you reject a Product within the Warranty Period due to a defect in workmanship or materials and such defect is (a) your fault (or the result of damage occurring during delivery), as determined by Lab in its discretion, Lab 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) Lab's fault as determined by Lab in its discretion, you must give Lab the opportunity to provide a replacement Product within a reasonable time at Lab's cost, or (c) both your fault and Lab's fault, as determined by Lab in its discretion, or fault is difficult to determine, you must give Lab 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 Lab in its discretion will determine your portion of the cost based upon Lab's case evaluation. You shall deliver all allegedly defective Products to Lab pursuant to Paragraph 6 below at the time of submitting any warrant claim and Lab is entitled determine whether a Product is defective in its sole and absolute discretion.

5. 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 Lab a reasonable time and opportunity to make changes to the Product to meet the specifications described in your initial order. Should Lab fail to provide a satisfactory Product that meets such specifications within a reasonable time, your sole and exclusive remedy is limited to, at Lab's discretion (a) the return of the Product and refund from Lab for the amount paid on the Product, or (b) Lab's replacement of the Product.

6. 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 restorations, to Lab at the time of submitting a warranty claim. You acknowledge and agree that Lab must have the original Product in order to assess possible restoration, replacement or repair options. In the event that you request changes to the Product that were not included in your initial order, you shall pay Lab for its services at Lab's then applicable rates for any relevant restoration, repairs or replacement.

7. 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 Lab before you place them in your patient's mouth.

8. **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.** EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN THIS AGREEMENT (WHICH WILL NOT APPLY IF YOU HAVE OTHERWISE AGREED TO WAIVE SUCH WARRANTY), ALL PRODUCTS ARE

PROVIDED "AS-IS" AND LAB MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCTS. LAB EXPRESSLY DISCLAIMS, AND YOU HEREBY WAIVE, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT FOLLOWING THE PURCHASE OF ANY PRODUCT, EXCEPT FOR THE LIMITED WARRANTY IF NOT WAIVED BY YOU, YOU BEAR ALL OF THE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT AND ASSUME THE ENTIRE COSTS OF ALL NECESSARY SERVICES AND REPAIR WITH RESPECT TO THE PRODUCT. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, OR OTHERWISE, YOU AGREE THAT LAB WILL 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 SUBJECT PRODUCT, OR (B) ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR ANY LOST REVENUE OR COSTS THAT YOU AND/OR 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.

9. INDEMNITY. You agree to indemnify, defend and hold Lab and its affiliates, and its and their respective officers, directors, employees, managers and equity holders, 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 conduct, including, without limitation, acts of negligence or intentional misconduct.

10. Product will be shipped F.O.B. Lab's facilities by common carrier, unless the parties agree in writing to other arrangements before the date of shipment. Lab 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. Lab shall not be responsible for any lost Products or damage to Products occurring during the shipment.

11. 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 any Product, or the breach of this Agreement, shall be settled by binding arbitration to be held by, and in accordance with the commercial arbitration rules of, JAMS or its successor. The arbitration shall be held in Los Angeles, California if your principal place of business is located in any state other than New York, or in New York, New York if your principal place of business is located in the state of New York. The arbitration shall be conducted before a single arbitrator having experience with and knowledge of dental technology and the dental business selected in accordance with the JAMS (or its successor's) rules 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 to depositions and discovery provided in Section 1283.05 of the California Code of Civil Procedure. This Agreement shall be governed by the laws of the United States of America, and in particular, the laws of the State of California, exclusive of its conflicts of laws 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 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 (or its successor). 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 as determined by the arbitrator. 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 may be enforced in any court of competent jurisdiction.

12. 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 other 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.

13. In addition to any excuse provided by applicable law, Lab 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, pandemic or epidemic or disease outbreak (including Covid-19), accident, inability to obtain materials, government act or regulation, including with respect to a pandemic or epidemic, and any other causes or events beyond Lab's reasonable control, whether or not similar to those enumerated above (each a "Force Majeure Event"). In the event of any partial delivery of Products during a Force Majeure Event, you shall take possession of, and pay for, all partial deliveries upon the terms and conditions set forth in the purchase order. Upon the cessation of the Force Majeure Event, the remainder of the purchase order shall be delivered to you, or, if otherwise directed by you, stored by Lab at your sole cost, expense and risk.

14. You are still bound by the Terms and Conditions of this Agreement whether the you use Lab's RX form, the doctor's own RX form, or any other type of order form, and in the event of any conflict between the language of this Agreement and such other form, the terms of this Agreement will control. 9976605.2