Fixed Restorations Rx Form

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866-268-5588  |  www.LouvreDental.com

Doctor
Rx Date
Dr. Address
Due Date
City
Patient
State
Phone

Supplies Required:  □ Boxes  □ Rx Forms  □ Mailing Labels

Fixed Restorations

Feldspathic
- Veneers
- Minimal Prep Veneers
- Porcelain Jacket crowns
- Porcelain Inlay/Onlay

Porcelain-Fused-to-Zirconia
- Crown
- Bridge

Porcelain-Fused-to-Metal
- Crown
- Bridge

IPS e.max®
- Crown
- Veneer
- Minimal Prep Veneer
- Inlay/Onlay

Monolithic (posterior only)
- Zirconia Crown
- IPS e.max® Crown

Diagnostic Wax-Ups
- Type of Restoration:
  - Pink Gingiva
  - No Pink Wax
  - Siltec matrix
  - Vacuum Form Tray
  - Duplicate Model
  - Silicone Stent

Anatomy/Texture
- Light
- Medium
- Heavy

Occlusal Staining
- Glazed Finish
- Medium Luster
- High Gloss
- Matte
- None

Porcelain-Fused-to-Zirconia
- Crown
- Bridge

Gold Crown, Post, Inlay/Onlay
- 75% AU
- 60% AU

Type of Metal:
- High Noble White
- High Noble Yellow
- Semi-Precious

*Price does not include alloy

Implants

Implant Solutions*
- Titanium Abutment
- Zirconium Abutment
- Titanium Base

Restoration Type:
*Package includes: Model, milled custom abutment or Ti Base, screw, and restoration.

Implant Information
Implant Brand
Implant Size
Abutment Margin Placement

Shade Blend:

Upper
Lower

Special Instructions

Signature:
- Please Call Doctor

License #
Date
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 2% 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 canceled for any reason before shipment, you shall pay Louvre’s costs incurred in connection with the canceled order, and you shall reimburse Louvre 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 Louvre within fifteen days after receipt shall constitue acceptance unless product is covered by an active guarantee. 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, title 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 for the result of damage occurring during delivery, Louvre 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) Louvre’s fault, you must give Louvre the opportunity to provide a replacement Product within a reasonable time at Louvre’s cost, and (c) both your fault and Louvre’s fault or fault is difficult to determine, you must give Louvre the opportunity to provide a replacement Product within a reasonable time. If the direct costs of repairing or replacing the Product and all related shipment expenses shall be shared and Louvre shall determine your portion of the cost. You shall deliver all allegedly defective Products to Louvre pursuant to Paragraph 5 below and Louvre shall determine whether a Product is defective in its 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 Louvre a reasonable time and opportunity to make changes to the Product to meet the specifications described in your initial order. Should Louvre fail to provide a satisfactory Product within a reasonable time, your sole and exclusive remedy is limited to (a) return the Product and return from Louvre the amount paid on the product, or (b) Louvre’s replacement of the Product.

5. If you request the restoration, repaired or remade, you shall submit all original Product, including, but not limited to, original impressions, models and restoration(s), to Louvre. You acknowledge and agree that Louvre must have the original Product in order to assess possible restoration, replacement, or repair options. You shall pay Louvre for its services at then applicable rates for restorations, repairs or replacement in the event that you request changes to the Product that were not included in your initial order.

6. It is your responsibility to thoroughly and carefully clean all blood and saliva from all materials used in the mouth and disinfest including, but not limited to, the Product, and you must also disinfect all of these items after they are returned to you by Louvre 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 LOUVRE WITH RESPECT TO A SPECIFIC LOUVRE PRODUCT, ALL PRODUCTS ARE PROVIDED “AS-IS” AND LOUVRE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCTS. LOUVRE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, OR OTHERWISE, LOUVRE SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY AMOUNT IN EXCESS OF THE ORIGINAL CONTRACT PRICE FOR THE PRODUCT, OR (B) ANY INCIDENT CONSEQUENTIAL, CONTINGENT, OR INCIDENTAL DAMAGES, LOST PROFITS, OR ANY OTHER REVENUE OR COSTS YOU AND YOUR PATIENTS MAY INCUR IN CONNECTION WITH THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, YOUR COSTS OR YOUR PATIENTS’ COSTS IN CONNECTION WITH YOUR SERVICES TO INSTALL, REPAIR OR REPLACE THE PRODUCT.

8. You shall indemnify, defend and hold Louvre 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 FOB. Louvre’s facilities by common carrier, unless the parties agree to other arrangements before the date of shipment. Louvre 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. Louvre 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 Agoura 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 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 of these rights and defenses and discovery provided in Section 1281.05 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 reform so that it would be valid, operative and enforceable to the maximum extent permitted.

12. In addition to any excuse provided by applicable law. Louvre 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 Louvre’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 Louvre’s RX form, the doctor’s own RX form, or any other type of order form.